

General Terms and Conditions (GTC)

1. Fundamentals

These General Terms and Conditions (GTC) govern the legal relationship between the guest/customer/event organiser, hereinafter referred to as guest, and Biathlon Arena Lenzerheide AG (BAL). To simplify matters, the word "contract" is used in these GTC to refer to any and all services.

The version of the General Terms and Conditions of BAL that is valid on the date of contract conclusion applies exclusively. Any general terms and conditions of the guest shall only apply if they have been agreed explicitly and in writing before the signing of the contract. The invalidity of any of the provisions of these GTC shall not affect the validity of the contract and the remaining provisions of the GTC. The statutory provisions apply in all other respects.

2. Definition

The following definitions apply to these GTC:

- **Contracting partners:** Guest and BAL
- **Individual booking:** Conclusion of contract for 1 to a maximum of 9 persons
- **Groups:** Conclusion of contract for at least 10 persons (no maximum number)

3. Conclusion of contract

The contract between the guest and the Biathlon Arena Lenzerheide (BAL) is established by the acceptance of an offer. The notification of a price in any form is deemed to be an offer.

The contract is established when BAL delivers the confirmation. The confirmation can be delivered by e-mail or by post. If services are ordered verbally, the contract is established by BAL's unconditional acceptance.

The contract comprises the confirmation, the GTC, any brochures and advertisements with a description of services, and the payment due by the guest.

4. Services

The services offered by BAL are provided in the form and under the conditions set out in the description of the offer.

BAL expressly reserves the right to change the descriptions of its services and its prices in print or digital format as well as on its website in any manner.

5. Option dates

Option dates are binding for both parties. If the guest has neither confirmed nor cancelled by the option date, BAL is free to otherwise dispose of the services offered without consulting the guest.

6. Arrival

Arrival is possible during the opening hours (8.00 a.m. to 5.00 p.m.) of the reception desk at the Biathlon Arena Lenzerheide.

Guests are requested to arrive before 4.00 p.m. or to notify their later arrival in advance. Bookings for which no deposit was paid are binding until 4.00 p.m. on the date of arrival. If guests fail to arrive by 4.00 p.m. and did not notify their later arrival, BAL can freely dispose of the booked rooms at the Nordic Hostel and Hotel Garni Cualmet.

7. Duration of use

Unless agreed otherwise, guests have the right to use the rented rooms from 3.00 p.m. on the agreed arrival date until 11.00 a.m. on the date of departure.

BAL may charge guests who return their rooms later than 11.30 a.m. a penalty fee of CHF 50 for exceeding the agreed duration of use. From 2.00 p.m., the full price for the following night has to be paid. If guests vacate their rooms too late, BAL reserves the right to remove their belongings from the room and store these in a suitable place at BAL against payment of a fee.

Guests have to treat the facilities of BAL with the greatest care. Only the number of persons (including children) notified upon contract conclusion may use these facilities. BAL can cancel the contract if this rule is ignored and the agreed number of persons is exceeded. The full offer price shall remain due.

Pets are only permitted in Hotel Garni Cualmet and must be registered when the booking is made.

8. Prices

By making a definite booking, the guest accepts the price for the offer.

BAL has the right to increase the price after the conclusion of the contract in the event of the introduction or increase of fees, duties and taxes as well as transport costs.

Unless stated otherwise, prices are expressed in CHF and include value added tax, but do not include visitor's tax.

9. Terms of payment

Unless indicated otherwise, the amount owed for the offer has to be paid on arrival or departure in cash (CHF and EUR) or by Maestro, TWINT, VISA or Mastercard.

a) Individual guests

Guests who expect to check in late (after 4.00 p.m.) must pay the amount owed for the offer in advance (4 days before arrival, in full).

10. Cancellations (termination of contract) I guests who fail to show up

Changes and cancellations of a booking must be notified to BAL in writing and have to be confirmed by BAL. The date of receipt of the notice of change or cancellation by BAL determines the calculation of the fees.

If the guest terminates the contract, the guest must pay BAL the cancellation fee specified in the contract, plus all services already supplied and expenses incurred by BAL. The details are set out in the booking confirmation. Notification that an event has been cancelled shall be seen as termination of the contract by the guest. BAL reserves the right to claim additional damages. If the contract is terminated, the guest immediately loses all rights to use the contract premises.

The cancellation fee is owed without reservation and must still be paid by the guest if the periods of use booked in the contract and the contract premises can be used by another event organiser/guest or by the landlord.

If the parties come to an amicable agreement on alternative dates for an event (within a maximum of 12 months from the planned event date), BAL at its sole discretion can decide to waive part or all of the cancellation fee.

If a booking is cancelled or changed, BAL shall charge the following percentage of the offer price:

a) Individual booking

- From 4 days before arrival or if a guest fails to show up 100%
- With the exception of Christmas and New Year, from 13 days before arrival or if a guest fails to show up 100%

b) Group bookings (from 10 persons)

- From 29 to 14 days before arrival 50%
- From 13 days before arrival or if a guest fails to show up 100%

c) Exclusive Bistro Bualino events:

- From 29 to 14 days before event 50%
- From 13 days before event or if a guest fails to show up 100%
- The number of participants registered 3 days before the event begins is binding for the calculation of the bill.

11. Early departure

If a guest leaves early, BAL is entitled to invoice the full amount for the booked contract.

12. Contract termination by BAL for good cause

BAL may withdraw from the contract for good cause without incurring any costs. Good cause is deemed to be anything for which the guest is responsible that would make it unreasonable to expect BAL to continue the contractual relationship. In this sense good cause is in particular:

- a) if the event organiser is in arrears with any payments or collateral to BAL and does not remedy the situation within a short extended period of grace of at least 2 calendar days;
- b) if the event organiser changes the purpose or the contents of the event without the landlord's prior consent;

- c) if there is reason to believe that certain circumstances surrounding the event may disturb security and order in the Arena and/or lead to bodily injury or damage to property;
- d) if the official permits required for the event are not issued or there is reason to assume that the event may violate obligations agreed between BAL and the competent authorities or other official or contractual obligations or rules;
- e) if bankruptcy, debt moratorium or liquidation proceedings are opened against the event organiser.

If BAL exercises its extraordinary termination right pursuant to the above paragraph of these GTC, the event organiser is obliged to pay the cancellation fee stipulated in the event contract and all costs already incurred within 10 days (expiry date). The landlord reserves the right to assert further claims, including loss of earnings.

If the event contract is terminated, the event organiser immediately loses all rights to use the contract premises.

13. Additional terms and conditions for groups

Group rates only apply if agreed in advance and confirmed by BAL in writing. The rates for individual travellers apply to groups of less than 20 people. BAL has to be informed in writing 7 days before arrival about the joint arrival and/or departure of groups. A single bill covering all travellers is issued to the tour guide, who is liable in full for this amount.

BAL must be informed of the final number of people in the group (including a list of their names) 7 days before the group's arrival at the latest. If the group is smaller than originally notified, 80% of the booked contract is charged for each of the missing persons. Subject to feasibility, additional persons are treated and charged as individual travellers. The cancellation fees pursuant to section 10 apply to the cancellation of a group booking.

14. Food and beverages

All food and beverages must be obtained from BAL. In special cases, exceptions can be agreed in writing. In this case, BAL shall be entitled to request payment of a service or corkage fee.

15. Courses I use of Biathlon Arena

Payment is charged for the use of the entire Arena (shooting range, roller-ski track, cross-country track). If BAL courses are attended, the usage fee during the course period is included in the offer price.

The roller-ski and cross-country tracks are used at guests' own risk; the terms of use must be observed.

16. Lost and found items

Lost and found items are forwarded to the guest's residential or business address, provided this address is known and the guest can be clearly identified as the owner of these items. The guest bears the costs and risks in this regard.

If ownership cannot be clearly established, the lost and found items are stored for another three months.

17. Liability

BAL is liable to the guest for the proper performance of the contract. Liability is excluded if non-performance is caused by one of the following:

- omissions by the guest,
- omissions and conduct of third parties who were not involved in the provision of services,
- force majeure and events that could not be foreseen or prevented.

BAL's liability for slight negligence is excluded.

If the accommodation or services should be unsatisfactory, BAL must be informed while the guest is still on site to ensure that problems can be solved during the guest's sojourn. If complaints are not made before the date of departure at the latest, all claims of the guest against BAL shall lapse.

Swiss law applies exclusively to contracts with BAL. The place of jurisdiction is Vaz/Obervaz, Switzerland.

Lenzerheide, 29/09/2020