

GENERAL CONDITIONS OF SALE FOR EVENTS AND SERVICES

1 GENERAL PROVISIONS

- 1.1 These General Conditions of Sale for the Provision of Events and Services, hereinafter referred to as GCS, form the agreement that regulates the relations, for as long as they last, between **Anniviers Tourisme**, hereinafter referred to as the Service Provider, and its clients in the context of tourist events and/or services (hereinafter referred to as the Services) organised by or in collaboration with Anniviers Tourisme.
- 1.2 Provided there is no other contract concluded between the Service Provider and the Client that provides to the contrary, the Services provided are subject to the GCS detailed below.
- 1.3 Any booking of a Service with the Service Provider implies full and unreserved acceptance of and compliance with these GCS by the Client.
- 1.4 If the Service Provider fails to implement one or more clause(s) drawn up in its favour in these general conditions, this does not imply renunciation of the right to rely on such clause.
- 1.5 These general conditions may be modified without the modifications having a retroactive effect or affecting the Service in course of being provided or already booked.

2 PROVISIONS RELATING TO THE BOOKING OF SERVICES

- 2.1 Some Services do not need an advance booking; others, on the contrary, must be booked in advance.
- 2.2 A Service may be cancelled by the Service Provider if the required minimum number of participants is not obtained. In this case, and if a payment or deposit has been made in advance to the Service Provider, this shall be reimbursed in full to the Client.
- 2.3 Once the maximum number of participants for a Service has been reached, the Service Provider is entitled to refuse any new bookings. Similarly, the Service Provider reserves the right to refuse or accept any booking for a Service. This right is at the Service Provider's sole discretion and the Service Provider does not have to justify refusal to accept a booking, either to the client in question or to any third party.
- 2.4 Bookings for certain Services may be subject to specific personal criteria (height, age, etc.). The Service Provider reserves the right to accept or refuse a booking in which any of these criteria are not satisfied.
- 2.5 The location and terms and conditions of booking for a Service depend on the nature of the Service and may vary. The Service Provider shall inform the Client through the usual channels of communication. The Service Provider may not be held responsible if the Client has not received the information necessary for booking a Service. It is the Client's responsibility to enquire about the terms and conditions of a booking.
- 2.6 Any bookings for a Service must be in line with the deadlines specified by the Service Provider. If a booking is received outside the deadline, the Service Provider reserves the right to refuse it.
- 2.7 In the absence of a specifically communicated provision to the contrary, the Client must make payment in full for any chargeable event at the time of booking. The Service Provider reserves the right to allow, or not to allow, any dispensation from this provision.
- 2.8 The Client must provide the Service Provider with valid contact details at the time of booking, so that they can be notified if there are any changes to the booked Service.

3 PROVISIONS RELATING TO THE CANCELLATION OF A SERVICE

3.1 Cancellation by the Client, or failure to attend, a Service already booked

- 3.1.1 If the cancellation is made before the booking deadline fixed by the Service Provider, the latter shall reimburse the full amount paid by the Client, unless a provision is specified by the Service Provider, which should be shown in its GCS.
- 3.1.2 In the case of a cancellation after the booking deadline for the Service, the Service Provider is entitled to charge the whole fee. The same applies if the Client fails to attend the Service by the specified time.
- 3.1.3 If a Service is cancelled due to force majeure, an occurrence for which the Client is not liable, the Service Provider shall reimburse the full amount paid by the Client. In this case, the Service Provider is entitled to demand supporting evidence to prove force majeure. In the absence of valid supporting evidence, it is a matter for the Service Provider to decide whether or not it is a case of force majeure, and apply the provisions of articles 3.1.1 or 3.1.2 as appropriate. The same applies if the Client fails to attend the Service by the specified time.

3.2 Cancellation by the Service Provider

- 3.2.1 If the Service Provider cancels a Service, they shall reimburse in full any amounts paid.
- 3.2.2 Cancellation by the Service Provider shall not entitle the Client to any financial compensation.
- 3.2.3 If a Service is cancelled due to force majeure, in particular relating to the weather, the sums paid may be reimbursed in the form of credit notes for other Services. Wherever possible, an amicable agreement shall be reached between the Service Provider and the Client.

4 PROVISIONS RELATING TO THE PROVISION OF THE SERVICE

- 4.1 In the absence of a specifically communicated provision to the contrary, only those people who have booked for a Service, and who have paid in full the amount due if the Service is chargeable, shall be admitted to attend or participate.
- 4.2 Depending on the nature of the Service, the Service Provider reserves the right to make exceptions. The person hosting or leading the Service has the final say on whether or not to accept such exceptions.
- 4.3 As a general rule, anyone who does not satisfy the provisions of article 4.1 shall not be authorised to attend or participate.
- 4.4 Unless the Client specifically objects, photos or videos taken during the Service may be used for publicity purposes (website, brochures, etc.). The Client hereby assigns all image rights in photos and videos taken in connection with a Service.

5 PROVISIONS RELATING TO LIABILITY

- 5.1 The nature of the Services means that the Service Provider's liability is a best-efforts obligation.
- 5.2 The Service Provider undertakes to provide the Service to the best of its ability, in accordance with the terms and conditions of the agreement, and to comply with the applicable legal and regulatory provisions.
- 5.3 Each of the parties is liable to the other for any breach of the obligations for which it is liable.
- 5.4 The Service Provider shall not be held liable in the following cases:
 - 5.4.1 Damage resulting from non-compliant use by the Client of any equipment provided.

- 5.4.2 Damage resulting from failure to comply with instructions given by the person in charge of the Service.
- 5.4.3 Damage for which liability may be attributable to the person affected or to any other person who is not connected to the Service Provider by any working relationship.
- 5.4.4 Damage resulting from negligence or carelessness on the part of any participant(s) in the Service.
- 5.4.5 This list is not exhaustive and is subject to the law in force at the time of the Service.
- 5.5 The Client has been informed and is aware that, depending on the type of Service, they may come into contact with potentially dangerous tools or be placed in potentially dangerous situations. The Client undertakes to obey the rules and instructions given by the person in charge of the Service.

6 SPECIAL PROVISIONS RELATING TO ANNIVIERS LIBERTÉ

- 6.1 In the case of a booking for a Service included in the Anniviers Liberté promotion, if the Client holds the Anniviers Liberté Pass, they may enjoy certain benefits, including free admission to the Service.
- 6.2 Nevertheless, these general terms and conditions also apply in such cases, in particular the provisions relating to cancellation or failure to attend.
- 6.3 In the case of cancellation after the booking deadline, or if the Client fails to attend the Service, the Service Provider is entitled to charge the whole fee for the Service. This amount is calculated on the basis of the prices usually charged to clients who do not hold an Anniviers Liberté Pass.
- 6.4 The fact of being a holder of an Anniviers Liberté Pass does not under any circumstances free the Client from any of the obligations contained in these GCS.

7 PROVISIONS RELATING TO FEES

- 7.1 The fees for chargeable Services are notified by the Service Provider through their usual communication channels.
- 7.2 The fee charged for a Service may be changed. Such changes are not retroactive and should not apply to a Service that has already been booked.

8 PLACE OF JURISDICTION

- 8.1 The place of jurisdiction is Anniviers.
- 8.2 The legal relationship between the Service Provider and the Client is governed by Swiss law.
- 8.3 In the case of a dispute, the competent court is the court of Sion (Valais).