

# SkiStar AB's General Booking Terms and Conditions 2011/2012

These general terms and conditions apply to SkiStar AB (SkiStar) and parties who, directly or through a third party, enter into an agreement with SkiStar according to what is stated in the booking confirmation (the guest). The agreement may apply to lodging, travel, the purchase of other products and services, or a combination of the above (the arrangement).

## WHO IS RESPONSIBLE?

The tour operator responsible for the arrangement is SkiStar AB, 780 67 Sälen. Tel. +46 (0)280 880 50. Company reg. no. 556093-6949. VAT no. SE 556093694901.

## AGREEMENT ETC.

As the tour operator, SkiStar is responsible for providing the guest with products and services as specified in the agreement. This responsibility also applies to services etc. to be provided by parties other than SkiStar. Information in catalogues, brochures and on the website are binding for SkiStar; but may be changed before an agreement is entered into if reservations have been clearly made and the guest has been duly informed about the change. SkiStar is not responsible for possible printing or proofing errors.

As the tour operator, SkiStar is responsible for ensuring:

- That the guest receives written confirmation of his booking and other important documents;
- That information is provided on the method of payment and where to collect keys, and that the guest is informed about any other matters of significance relating to the arrangement;
- That the arrangement corresponds to the description in the booking confirmation. SkiStar is not responsible for promises that may have been made by third parties directly to the guest without SkiStar's knowledge and that SkiStar is not aware of nor should be aware of (try to get such promises in writing to avoid problems).

In these general booking terms and conditions the following definitions apply:

**Departure** – journey from the guest's place of residence to the destination

**Arrival** – the point in time specified on the confirmation

**Home journey** – journey from the destination to the guest's place of residence

**First day of validity** – the date when use of e.g. the SkiPass, ski school, ski rental and additional products (linen, end-of-stay cleaning, child bed, high chair, etc.) is to commence.

## WHEN IS THE GUEST'S BOOKING BINDING?

The guest is responsible for checking the confirmation and ensuring that the arrival and departure dates are correct. The booking is binding on both SkiStar and the guest as soon as SkiStar has confirmed the booking (a booking reference is assigned) and the guest has paid the agreed deposit (or the rental in full) in the stipulated period.

## WHEN MUST THE GUEST PAY?

The guest must pay for the arrangement no later than the date stipulated in the booking confirmation. SkiStar has the right to receive an initial installment at the time the booking is confirmed (deposit). The arrangement must always be paid for in full before the start of the arrangement.

• For arrangements booked 42 days or more before arrival, a deposit of 25% of the lodging price plus cancellation insurance must reach SkiStar within 12 days of making the booking. The balance of the agreed price must reach SkiStar no later than 42 days before arrival.

• For arrangements booked 41-0 days before arrival, payment of the agreed price and any cancellation insurance must be made to SkiStar at the time of booking. Only card payments made via "My page" at skistar.com are acceptable.

For arrangements booked for the 2012/2013 season before 1.5.12, a deposit of 25% of the lodging price plus any cancellation insurance must reach SkiStar within 30 days of making the booking.

The guest can prebook SkiPass, ski rental and skischool up to one day before the first day of validity.

The guest must always indicate his/her OCR/KID number when making a payment and have the booking confirmation, receipt and list of guests, where applicable, available upon arrival.

## CHARGE-FREE PAYMENT VIA THE INTERNET

Guests can pay securely, easily and without incurring charges by paying at skistar.com using VISA, MasterCard, Amex, EuroCard or Maestro. A registered e-mail address and password are required to log in.

## PAYMENT CHARGES

When paying from abroad, the guest must pay the bank charges in his home country and in Sweden. SkiStar shall receive the agreed price that appears on the confirmation in SEK. Any unpaid charges shall be charged to the guest no later than on arrival.

## WHAT HAPPENS IF THE GUEST DOES NOT PAY ON TIME?

SkiStar does not send out payment reminders for unpaid deposits. The booking will be cancelled if the deposit is not received by SkiStar by the due date indicated on the booking confirmation. If the guest has paid the deposit, ONE reminder will be sent regarding final payment. The booking will be cancelled if the final payment is not received by SkiStar by the date indicated on the reminder. If the guest does not pay on time, this will be regarded as a cancellation and the cancellation rules will apply.

## WHAT HAPPENS IF THE GUEST WANTS TO CANCEL/REBOOK?

The guest may cancel the booking verbally or in writing to SkiStar or to the location where the booking was received. SkiStar only accepts cancellations/rebookings made by the guest. SkiStar is responsible for confirming the guest's cancellation in writing. In the event of cancellation or of changes being made to bookings, SkiStar is entitled to levy an administration fee of SEK 195.

## CANCELLATION OF LODGING AND TRAVEL WITHOUT SKISTAR'S CANCELLATION INSURANCE BASIC

• For lodging and/or travel cancelled 42 days or more prior to arrival, SkiStar shall retain the deposit.

• For lodging and/or travel cancelled 41-0 days prior to arrival, SkiStar shall retain 100% of the price for lodging and/or travel.

## CANCELLATION OF LODGING AND TRAVEL WITH SKISTAR'S CANCELLATION INSURANCE BASIC

• For lodging and/or travel cancelled 42 days or more prior to arrival, SkiStar shall retain the fee for cancellation insurance and an administration fee of SEK 195.

• For lodging and/or travel cancelled 41-0 days prior to arrival, with a valid cancellation reason SkiStar shall retain the fee for cancellation insurance and an administration fee of SEK 195.

• For lodging and/or travel cancelled 41-0 days prior to arrival, without a valid cancellation reason SkiStar shall retain 100% of the price for lodging and/or travel. See the terms and conditions of SkiStar's cancellation insurance BASIC.

## REBOOKING OF LODGING AND TRAVEL

• To be able to rebook lodging and/or travel, SkiStar's cancellation insurance BASIC is required. See the terms of the cancellation insurance BASIC.

## SKIPASS, SKI SCHOOL, SKI RENTAL

The guest can cancel the SkiPass, ski school and ski rental up to 3 days prior to the first day of validity and receive a refund, minus an administration fee of SEK 195. Cancellation less than 3 days prior to the first day of validity requires a certificate e.g. from a doctor.

## CANCELLATION DURING THE STAY

To be able to cancel during the stay, SkiStar's cancellation insurance PLUS is required. See the separate terms of SkiStar's cancellation insurance PLUS.

## PACKAGES

When booking combinations of arrangements sold by SkiStar for a price indicated in advance (packages), the guest cannot cancel individual products in the arrangement. For cancellation of individual/all persons in the package, the same rules apply as for cancellation of lodging/travel.

The following applies to bookings for unspecified packages:

- Requests for cabin/apartment facilities, location, pets allowed/not allowed, distance to lifts etc. will not be taken into consideration.
- SkiStar reserves the right to change the lodging unit up until arrival, even if lodging has previously been confirmed, without contacting the customer.

Guests with particular requirements of lodging unit or location are recommended to book specific lodging.

## WHAT IF SOMETHING HAPPENS TO THE GUEST?

The guest can purchase SkiStar's cancellation insurance BASIC that entitles the guest to cancel the arrangement up to the day of arrival in case of illness or other serious incident.

SkiStar's Cancellation insurance BASIC must be taken out before the first payment is made. The fee for cancellation insurance cannot be cancelled once paid and will not be refunded. See the terms and conditions of SkiStar's cancellation insurance BASIC below. The payment terms for the insurance fee are the same as apply to the arrangement.

Guests who have taken out SkiStar's cancellation insurance BASIC are permitted to cancel bookings up to 42 days prior to arrival and to rebook for the same destination or another SkiStar destination no later than 30 days before arrival. Rebooking is subject to space availability and the applicable price list at the SkiStar destination as well as an administration fee of SEK 195.

## SKISTAR'S CANCELLATION INSURANCE BASIC

### Scope

Guests who take out cancellation insurance have the right to cancel the arrangement as outlined below. The insurance will compensate the guest for cancellation costs if it is reasonable that the guest must cancel his booking because the guest, a close relative or travelling companion:

- suffers an acute illness, an accident or death
- is drafted into the army or civil defense unit,
- divorce
- suffers significant damage to his normal place of residence due to fire, flood or a similar serious incident,
- is made redundant (does not apply to general notice of redundancies),
- is affected when train, bus or private car suddenly breaks down and this could not have been predicted, and 25% or at least 24 hours of the arrangement cannot be used.

### Definitions

"Cancellation costs" refers to payment that has been made for the arrangement and that will not be refunded by SkiStar in the event of cancellation. The fees paid by the guest for cancellation insurance are not refunded. Polyholder: The person who has taken out insurance and are named on the reservation or holding proof of paid insurance. Travelling companion: Are named on the reservation as a participant in the arrangement. Close relative: spouse, cohabitant/ registered partner; child, grandchild, sibling, parent, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law and sister-in-law.

### Exceptions

The insurance does not cover costs if the guest must cancel due to a circumstance or illness that he was aware of when the insurance policy was paid for or if the trip was booked against the advice of a doctor. The insurance does not apply in the case of accidents or incidents that occur after the agreed arrival date. The guest must be able to prove that he/she is prevented from taking the trip by producing a certificate, e.g. from a doctor; government agency or insurance company. The certificate and a cancellation form must be received by SkiStar 14 days from the date of cancellation. Rules regarding how the guest can make a cancellation are found under the heading "WHAT HAPPENS IF THE GUEST WANTS TO CANCEL/REBOOK?" above.

### Right of withdrawal

In accordance with the provisions of the Swedish consumer protection act in respect of distance selling and door-to-door marketing, the right of withdrawal does not apply to insurance policies that are valid for one month or less. For insurance policies valid for more than one month, a guest not intending to utilize the insurance policy must inform the insurance company or its representative that he/she wishes to withdraw from the agreement no later than 14 days after the agreement was entered into and before the policy takes effect.

### Försäkringsavtalslagen (Swedish Insurance Contracts Act)

Swedish law and jurisdiction apply to the insurance. In addition to the insurance policy terms and conditions, the provisions of the Swedish Insurance Contracts Act apply.

### Insurer

The insurer for this insurance is: Fjällförsäkringar, Säilfällsgården, SE-78067 Sälen, Sweden. Company reg. no 516406-0708. SkiStar is the insurance agent.

### SKISTAR SNOW GUARANTEE

In addition to the above-mentioned cancellation rules, SkiStar has a snow guarantee. This means that if the destination does not meet the requirements for its snow guarantee, the guest can opt not to travel to the booked destination. The guest will then be refunded the amount that was paid for the arrangement. The snow guarantee takes effect when the skiing portion of the arrangement cannot be provided as described below. The snow guarantee does not apply to temporary lift or slope closures resulting from technical problems or inclement weather.

### Sälen

At least 15 runs must be open during the period 15.11.11–1.12.12. The Sälen destination includes Lindvallen, Högfället, Tandådalen and Hundfället.

### Åre

At least 10 runs must be open during the period 9.12.11–1.1.12. The Åre destination includes Åre Björnen, Åre By and Düved.

### Vemdalen

At least 26 runs and at least 300 m drop during the period 18.12.11–22.4.12. The Vemdalen destination includes Björnrike, Vemdalskalet and Klövsjö/Storhogna.

For more information about SkiStar's snow guarantee and updated information on the current snow status, see skistar.com.

### SKISTAR'S CHANGES AND THE GUEST'S RIGHTS ETC.

SkiStar may change the terms and conditions for the arrangement as long as the guest can be offered equivalent alternative services.

If SkiStar's costs are increased after the agreement has become binding for the parties, SkiStar is entitled to increase the price of the arrangement by an amount equivalent to the cost increase if the cost increase is the result of changes in taxation or other fees for services included in the arrangement. The price may not be increased in the last 20 days prior to arrival and the Guest must be informed immediately in the event of a price increase. The arrangement's price must be reduced if SkiStar's costs, at least 20 days before arrival, are reduced for the same reasons as stated above.

The journey's departure time stated at the time the agreement is entered into is provisional. If the final departure time differs from the provisional time, the guest must be informed as soon as possible and no later than 14 days before departure. Unless notified otherwise the time stated in the booking confirmation or travel documents sent subsequently will apply. If the approximate departure time differs from the final time by more than 8 hours, the guest is entitled to withdraw from the agreement as described below.

If the arrangement cannot be provided according to the provisions in the booking confirmation and these terms and conditions, and SkiStar is unable to offer the guest equivalent alternative services, the guest is entitled to withdraw from the agreement. The guest also has the right to withdraw from the agreement if the terms and conditions are changed significantly to the detriment of the guest. SkiStar must then refund the full amount paid, less an amount for any portion of the arrangement already received by the guest. In order for the guest to be entitled to withdraw from the agreement, the guest must inform SkiStar of this intention as soon as possible and no later than 11 a.m. the day after arrival. Problems that arise during the guest's stay must be reported within a reasonable time during the stay by the guest so that SkiStar has an opportunity to rectify the situation. If the guest fails to do so, the guest relinquishes the right to file a complaint about the problem.

SkiStar's responsibility, if any, to pay damages for deficiencies during the stay or for cancellation of the trip by SkiStar ceases to exist if SkiStar can prove that the arrangement could not be provided or the deficiency arose due to circumstances beyond SkiStar's control that SkiStar could not reasonably have anticipated when the agreement was entered into and the consequences of which SkiStar cannot reasonably have avoided or overcome, for example brief disruption of IT services, water or electricity supply.

Any damage claims relating to damage as covered in the provisions in the Swedish Sjölagen (Maritime Act) (1994:1009), Luftfartslagen (Aviation Act) (1957:297), Järnvägs- trafiklagen (Railway Traffic Act) (1985:192) or Lagen om internationell järnvägstrafik (the International Railway Traffic Act) (1985:193) will be settled at no more than the maximum amounts indicated in the stated laws at the time the damage occurred. It is the responsibility of the guest to limit any damage as far as possible.

The guest has the right to replace himself with another person and SkiStar must approve that person unless there are particular reasons not to do so. One such reason could be, for example, that the company providing transportation or another company used by SkiStar must approve the passenger exchange. The guest must provide information about the exchange at least 5 days before departure or the home journey. If changes are made to bookings, SkiStar is entitled to levy an administration fee of SEK 195. If the agreement is transferred, the party transferring the agreement and the party acquiring it are jointly responsible to SkiStar for the outstanding payment for the arrangement and for any extra costs incurred in connection with the transfer.

### WHAT ARE THE GUEST'S RESPONSIBILITIES?

To book/conclude an agreement with SkiStar in respect of lodging, the guest must be aged 20 or over. At least two persons (including the guest) must be aged 20 or over to stay in the lodging unless a higher age limit is stipulated in the confirmation. Proof of identity must be provided on arrival. Satisfying the age limit is a requirement to gain access to the lodging. If the guest does not satisfy the age limit when accessing the lodging the cancellation rules apply. In the case of organized groups, travel parties with a leader and families, exceptions may be made to the above regulations by agreement with SkiStar. Other age stipulations may apply.

Guests must follow the rules of conduct, instructions and stipulations that apply for travel, lodging etc. Between the hours of 11 p.m. and 7 a.m. the guest must show the utmost consideration and not disturb other guests. The guest is fully responsible for any damage to the lodging and its contents if the guest, or another person with access to the lodging, behaves in a negligent or careless manner. If the no smoking or no pets rules are broken, a cleaning cost of SEK 6,000 will be payable by the guest. The guest is not permitted to use the lodging for any purpose other than the one agreed upon at the time the booking was made (normally recreational purposes) and is not permitted to allow more people to stay overnight in the lodging or put up a tent, caravan, music system, bath tub, etc. on the property. The guest must clean thoroughly before the home journey, following the cleaning instructions. If these rules are not observed, SkiStar will debit a fee of SEK 1,500 or more (depending on the size of the lodging).

All keys to the lodging must be submitted before the home journey. Failure to do so will result in a charge of at least SEK 2,000 to change the locks. The Guest can book end-of-stay cleaning prior to arrival. Booked or obligatory cleaning does not include basic cleaning inside and out, washing dishes or emptying rubbish/removal of empty bottles.

SkiStar has the right to cancel the agreement with immediate effect if the guest or any person in the guest's party behaves in a disorderly manner and/or causes damage to the lodging or the surrounding area, or if the lodging is used for a purpose other than the intended one. If the agreement is cancelled, the guest and those in his/her party must immediately move out of the lodging and no refund will be payable. In the case of an immediate cancellation of the agreement for the above-mentioned reasons, SkiStar will debit the guest for the costs of the damage (a minimum of SEK 5,000). In the event of immediate notice of termination of the agreement, SkiStar reserves the right to be able to close the lodging and remove the guest's property. SkiStar accepts no responsibility for items left behind.

SkiStar must provide the guest with the relevant information about passports and visas for countries within the European Economic Area (EEA). The guest is, however, responsible for taking care of the necessary formalities for the trip. For information, see skistar.com or contact SkiStar.

### WHAT HAPPENS IN THE EVENT OF A DISPUTE?

The guest should contact SkiStar with any complaints. If the guest and SkiStar cannot reach agreement, the matter can be referred to the Swedish National Board for Consumer Complaints or a general court of law.

### WAR, NATURAL DISASTERS, INDUSTRIAL ACTION, ETC.

Both parties have the right to withdraw from the agreement if the arrangement cannot be provided due to an act of war, natural disaster, industrial conflict, prolonged interruption in the water or energy supply, fire or other similar significant event that neither of the parties could have predicted or influenced.

### OTHER

The relevant check-in and check-out times are indicated in the booking confirmation. The price of lodging does not include cleaning, bed linens, towels, coats/high chairs, toilet paper, cleaning supplies, etc. unless otherwise stated in the booking confirmation. Remember to bring the supplies you need for your stay. SkiStar's lodging where it is not allowed to smoke or bring pets is not sanitized for allergic persons.

### PERSONAL DATA ACT

By paying for the arrangement, the guest consents to have his/her personal data processed by SkiStar or the provider of the cancellation insurance. The reason for this is to allow normal processes of guest administration to take place, to ensure that SkiStar has access to reliable personal data in the event of an accident, to meet insurance terms and conditions for cancellation insurance and to administer and handle any claims. The data may also be used to provide information on insurance and payment services and travel-related offers. The guest may also be contacted for market research.

For more information, see skistar.com.