

SKISTAR GENERAL BOOKING TERMS 2020:04

These general terms and conditions apply to 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. SE556093694901, or, if your booking is for Hammarbybacken, the tour operator is Hammarbybacken AB, 780 67 Sälen, Tel. +46 (0)280-880 50, Company reg. no. 556650-2570, VAT no. SE556650257001.

SkiStar AB, or, where applicable, Hammarbybacken AB, is referred to below as "SkiStar".

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 the right to do so has been clearly reserved and the guest has been duly informed about the change. SkiStar is not responsible for any potential 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 regarding 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 which SkiStar is not aware of nor should be aware of. SkiStar's recommendation is that the guest should get that type of information in writing.
- that the guest is provided with assistance when so is required.

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

Outward bound journey – the point in time specified on the confirmation/travel documents for the outward bound journey

Arrival – the point in time specified on the confirmation/Departure – the point in time specified on the confirmation/travel documents
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 (when a booking reference is assigned) and the guest has paid the agreed deposit (or the rental in full) within the stipulated period. When choosing the payment method Klarna Invoice/Klarna Instalment Account, the booking becomes binding at the time that the guest approves the payment conditions even if the guest has not made a transfer to Klarna for the payment.

PAYMENT

The guest must pay SkiStar for the arrangement no later than the date stipulated in the booking confirmation. SkiStar has the right to receive an initial instalment at the time the booking is confirmed (deposit/registration fee). 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 any cancellation insurance must reach SkiStar within 10 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.
- Payment is handled by Klarna Checkout, offered in cooperation with Klarna AB (556737-0431, Sveavägen 46, 111 34 Stockholm). The payment options presented are determined by Klarna and may vary depending on credit rating and country.

By using Klarna Checkout, the guest approves of Klarna AB's ("Klarna's") terms and conditions. The guest must be at least 18 years of age to use Klarna Checkout.

When paying from abroad, the guest must pay the bank charges in his home country and in Sweden. SkiStar shall receive the agreed price in the currency specified on the booking confirmation.

WHAT HAPPENS IF THE GUEST DOES NOT PAY ON TIME?

The booking will be cancelled if the deposit or final payment is not received by SkiStar by the date indicated on the booking confirmation at the latest. If the guest does not pay on time, this will be regarded as a cancellation and the cancellation rules will apply. If the guest has chosen Klarna Invoice/Klarna Instalment Account, the payment period will be as agreed between the guest and Klarna, read more under the heading "When is the guest's booking binding?".

WHAT HAPPENS IF THE GUEST WANTS TO CANCEL?

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 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 95.

CANCELLATION OF LODGING AND TRAVEL WITHOUT CANCELLATION INSURANCE

- 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 CANCELLATION INSURANCE

- For lodging and/or travel cancelled 21 days or more prior to arrival, SkiStar shall retain the fee for cancellation insurance and an administration fee of SEK 95.
- For lodging and/or travel cancelled 20-0 days prior to arrival, with a valid cancellation reason, SkiStar shall retain the fee for cancellation insurance and an administration fee of SEK 95.
- For lodging and/or travel cancelled 20-0 days prior to arrival without a valid cancellation reason SkiStar shall retain 100% of the price for lodging and/or travel.

CANCELLATION OF LODGING DURING THE STAY

To be able to cancel during the stay, cancellation insurance is required. See the separate terms at www.skistar.com.

MAKING CHANGES TO LODGING AND TRAVEL

To be able to change lodging and/or travel, cancellation insurance is required. See the separate terms at www.skistar.com.

SKIPASS, SKI SCHOOL AND SKI RENTAL

The guest can cancel the SkiPass, ski school and ski rental up to the day before the first day of validity and receive a refund, minus an administration fee of SEK 195. Cancellation later than the first day of validity requires Skier Insurance and a valid certificate from e.g. a doctor in order to obtain a refund. See separate terms for skier insurance at www.skistar.com.

PACKAGE DEALS

When booking combinations of arrangements sold by SkiStar for a price indicated in advance (packages), the guest cannot cancel individual products included in the arrangement. SkiStar thus reserves the right to include SkiPasses when selling lodging. 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. cannot be submitted. SkiStar reserves the right to change the lodging up until arrival even if lodging has previously been confirmed, without notifying the customer. Guests with particular requirements regarding lodging unit or location are recommended to book specified lodging.

WHAT IF SOMETHING HAPPENS TO THE GUEST?

The guest can purchase cancellation insurance that entitles the guest to cancel the arrangement up to the day of departure in case of illness or other serious incident. See separate terms at www.skistar.com. Cancellation insurance must be taken out before the first payment is made. The fee for the cancellation insurance cannot be cancelled once paid and will not be refunded. The payment terms for the insurance fee are the same as apply to the arrangement. Read more under the heading Cancellation insurance.

CANCELLATION INSURANCE

Cancellation

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 defence unit.
- has initiated divorce proceedings.
- suffers significant damage of his habitual abode due to a fire, flooding or similar serious incident.
- is made redundant, does not apply to general notice of redundancies.
- suffers an unforeseen breakdown while travelling by car, train or bus to the arrangement destination, and 25%, however at least 24 hours, of the arrangement cannot be used.

Up until 21 days prior to arrival it is also possible to cancel accommodation without specifying a reason.

Price guarantee

The price guarantee means that if the guest can find equivalent accommodation at a lower price after having paid for the booking, the guest will be refunded the difference, provided that the guest contacts SkiStar in this respect. When assessing whether accommodation is equivalent, we consider location, size and standard, among other things. The price guarantee is valid until 42 days before arrival. The price guarantee cannot be combined with any changes in booking, campaigns or other discounts.

Making changes to the booking

Making changes to the booking is possible up to 21 days before arrival, changes can be made if there is space available and will be charged for according to the price list at the SkiStar destination applicable at that time and are also subject to an administration fee of SEK 95.

Definitions

Cancellation costs: 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.

Policyholder: The person who has taken out insurance and are named on the reservation or who is in possession of a receipt for the insurance paid.

Travelling companion: Person named on the reservation as a participant in the arrangement.

Close relative: Spouse/cohabitant/registered partner, child, grandchild, sibling, parent, grandparent, 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/she was aware of when the insurance policy was paid for or if the trip was booked against the advice of a doctor. 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 submitted at the latest one month after the period to which the booking relates. Rules regarding how the guest can make a cancellation are found under the heading "WHAT HAPPENS IF THE GUEST WANTS TO CANCEL?".

Right of withdrawal

In accordance with the provisions of the Swedish consumer protection act (2005:59) 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. The right of withdrawal does not apply to lodging, transport, ski rental, SkiPass and skischools.

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

Insurance provider for this insurance is Europæiske Rejseforsikring, A/S CVR no. 62 94 05 14, through Europeiska ERV Filial (hereinafter Europeiska ERV), org. no. 516410-9208. Supervisory authority is the Danish Finanstilsynet.

SKISTAR SNOW GUARANTEE

The SkiStar Snow Guarantee 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 temporarily lift or slope closures resulting from e.g. technical problems or inclement weather.

For more information about current snow status and the dates that apply to each destination's snow guarantee see www.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, exchange rates, fuel prices 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 actual departure 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. 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 did not report any defects or inadequacies to the relevant personnel on site and SkiStar therefore did not have the opportunity to rectify the situation, the guest will not be entitled to compensation in accordance with best practice rules and our booking terms and conditions.

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 could not reasonably have avoided or overcome, for example brief disruption of IT services, TV-signal, water or electricity supply. Shorter stoppages caused by strong winds, cold or fog will be seen as circumstances beyond SkiStar's control and any refunds will hence be paid out in accordance with industry standards, i.e. SLAO.

Any damage claims relating to damage as covered in the provisions in the Swedish Sjölagen (Maritime Act) (1994:1009), Luftfartslagen (Aviation Act) (1957:297), Järnvägstrafiklagen (Railway Traffic Act) (1985:192) 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.

GUEST'S RIGHT TO TRANSFER THE ARRANGEMENT TO ANOTHER PERSON

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 7 days before the outward or inbound journey departure. If changes are made to bookings, SkiStar is entitled to levy a reasonable fee to cover costs and must also be able to show how the cost has been calculated. 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 18 or over. All staying guests must be aged 18 or over to stay in the lodging. The age limit does NOT refer to children accompanied by a guardian. Satisfying the age limit is a requirement to gain access to the lodging. Proof of identity must be provided on arrival. If the guest does not satisfy the age limit when accessing the lodging, the cancellation rules apply. In the case of organized groups and travel parties with a leader exceptions from the above rules may be made by agreement with SkiStar.

Guests must follow the rules of conduct, instructions and stipulations that apply for travel, lodging and other products/services that are encompassed by the arrangement and must also follow the general conditions/rules in the folder SLAO "Little yellow book". 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 given 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). The guest is also 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 departure in accordance with the cleaning instructions unless end-of-stay cleaning has been included in the arrangement. 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 returned before departure. 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. When staying in a cabin/apartment the guest is responsible for ensuring that snow is removed and/or slippery conditions in direct connection to the lodging are dealt with during the entire period of stay.

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 those intended. 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 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 more information see www.skistar.com or contact SkiStar by phone.

WHAT HAPPENS IN THE EVENT OF A DISPUTE?

The guest should contact SkiStar with any complaints. If the guest and SkiStar cannot reach an agreement, the matter can be referred to the European Commission's website for Online Dispute Resolution or the Swedish National Board for Consumer Complaints.

WAR, NATURAL DISASTERS, INDUSTRIAL ACTION ETC.

Both parties have the right to withdraw from the agreement if the arrangement cannot be provided due to acts 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.

TRAVEL GUARANTEES ACT

The travel guarantee offers financial protection for travellers when a trip is cancelled or disrupted. If this happens, the person travelling can apply for compensation from the travel guarantee.

The application for compensation must have been submitted to the Swedish Legal, Financial and Administrative Services Agency at the latest three months after the trip has been cancelled, disrupted or not taken place for other reasons.

For more information, visit skistar.com.

OTHER

The relevant check-in and check-out times can be found by logging into My Page at www.skistar.com or in the SkiStar App. The price of lodging does not include cleaning, bed linens, towels, cots/high chairs, toilet paper, cleaning supplies, etc. unless otherwise stated in the booking confirmation. SkiStar lodging where it is not allowed to smoke or bring pets is not sanitised to cater for allergic persons. Electric vehicles may only be charged at designated charging stations.

SkiStar is not responsible for items left behind.

When booking lodging a bed is mandatory for children over three years of age.

PERSONAL DATA

When ordering an arrangement online or via phone, the personal data you submit will be processed by SkiStar AB. Your personal data may also be processed by SkiStar's partners, such as insurers, hotels, train and bus companies, airlines etc. SkiStar will also process personal data that you submit about other guests in your party where so required. If you, when booking the event, provide personal data about other people you must make sure that these people agree to this and that you have their consent to provide the information. If applicable you should ensure that these people understand how their personal data will be processed by SkiStar. SkiStar is the personal data controller for the processing of personal data gathered from you. SkiStar may also use your personal data to provide offers and other marketing to you. You may, at any time, unsubscribe from receiving such marketing on My Page at www.skistar.com. SkiStar processes all personal data in accordance with current legislation. You can read the entire SkiStar Data Protection Policy at www.skistar.com/integritet.

RIGHTS WHEN BOOKING LINKED TRAVEL ARRANGEMENTS (I.E. PACKAGE TRAVEL) EU Directive 2015/2302

In cases where the guest has booked a combination of travel services, the arrangement as a whole constitutes a travel package under the regulations of EU Directive 2015/2302. This means that the guest is protected by all EU-governed rights that apply to package travel. SkiStar will take on the full responsibility for ensuring that the package trip as a whole is performed correctly. SkiStar also has a duty by law to refund payments made by the guest and, where transport is included in the package, ensure the guest's repatriation if SkiStar becomes insolvent

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured.
- SkiStar has taken out insolvency protection with Nordea. Travellers may contact this entity or, where applicable, the competent authority, Kammarkollegiet (the Swedish Legal, Financial and Administrative Services Agency: Birger Jarlgatan 16, 114 34 Stockholm, 08-700 08 00, registur@kammarkollegiet.se if services are denied because of SkiStar's insolvency.

Directive (EU) 2015/2302 as incorporated into Swedish national law <https://svenskoeforfattningsamling.se/doc/20181217.html>