

# SKISTAR GENERAL BOOKING TERMS 2021:06

*SkiStar's general booking terms apply to SkiStar and parties who themselves, or through a third party, enter into an agreement with SkiStar ("the Guest") according to what is stated in the Booking Confirmation. This agreement applies to the purchase of an Arrangement.*

## DEFINITIONS

In these general booking terms the following definitions apply:

**Activity:** Ski school, bicycle school, climbing park, one-day or multi-day camps (e.g. Valle's Kids Club) and other similar activities offered by SkiStar.

**Arrival:** The time of arrival specified on the Booking Confirmation.

**Booking Fee:** An initial payment of 25% of the accommodation price is paid in connection with the booking, according to the Booking Confirmation.

**Arrangement:** Purchase of lodging, travel, and SkiPass and/or other activities, or a combination of the above.

**Organiser:** SkiStar

**Cancellation insurance** The insurance provided by SkiStar when booking the Arrangement.

**Departure:** The time specified on the Booking Confirmation for returning home.

**Booking Confirmation:** When SkiStar confirms the booking and the Guest is assigned a booking number.

**Service Disruptions:** Events beyond SkiStar's control, such as power outages, strong winds, landslides, fog, rain, government action, epidemics/pandemics and similar infectious diseases, and other similar circumstances that SkiStar could not have anticipated when the SkiPass was sold or the consequences of which means that less than 1/3rd of the destination in question for the Arrangement is in use for the season. Safety reasons may also cause such Service Disruptions, for example due to avalanche hazard, snow-making or that a lift is at risk of becoming dangerous if it is not repaired or maintained immediately, provided that such avalanche prevention, snow-making, repair or maintenance work cannot be postponed to another time.

**EEA:** The European Economic Area (EEA).

**First day of validity:** The relevant part of the Arrangement, such as SkiPass, Activity, rental of Sports Equipment and additional products (linen, end-of-stay cleaning, child bed, high chair, etc.), will be used. For season passes, "First day of validity" means the relevant date on which the resort opens. For SkiStar All, "First day of validity" means the opening date for the first destination to open.

**Guests:** The party who himself, or through a third party, enters into an agreement with SkiStar according to what is stated in the Booking Confirmation.

**Klarna:** Klarna AB, Reg. No. 556737-0431, Sveavägen 46, 111 34 Stockholm.

**Klarna Checkout:** Payment service provided through SkiStar's collaboration with Klarna.

**Travelling companion:** The person named on the booking as a participant in the Arrangement according to what is applicable in the Booking Confirmation.

**Package Tour:** A combination of travel services, as defined in Chapter 1 Article 3 of the Swedish Package Tours Act, e.g. lodging which includes a SkiPass or other combination of Arrangements sold by SkiStar for a price specified in advance. Package Tours lasts at least 24 hours or include one overnight stay. To constitute a Package Tour, the products of the Arrangement shall be booked in principle at the same time or within 24 hours, as defined in the Swedish Package Tours Act.

**Skier and activity insurance:** Insurance for skiing and cycling, activities provided by SkiStar for Activities, and Sports Equipment associated with them. See separate insurance terms at [www.skistar.com](http://www.skistar.com).  
**SkiPass** SkiPass (incl. SkiPass/LiftPass/BikePass and similar names), i.e. a pass for admission to the lift and to the facility.

**SkiPass validity period:** Counts from the first day of validity of the SkiPass up to the time/day specified at the time the booking appears from the Booking Confirmation. The validity period for season passes runs from the first day of validity to the specified closing date for the relevant facility. The validity of SkiStar All passes runs from the first day of validity to the specified closing date for the destination that is open longest.

**SkiStar:** SkiStar AB, Reg. no. 556093-6949, 780 67 Sälen, VAT no. SE556093694901, or if your booking is for Hammarbybacken, Hammarbybacken AB, Reg. no. 556650-2570, 780 67 Sälen, VAT no. SE556650257001. Tel: 0280-880 50, email: [skistar@skistar.com](mailto:skistar@skistar.com).

**SkiStar All** SkiPass valid at all of the SkiStar Group's destinations.

**SLAO:** Svenska Skidanläggnings Organisation.

**Sports equipment:** Sports equipment rented out by SkiStar such as skiing, cycling, hiking, running and climbing equipment.

**Outward journey:** The time specified on the confirmation/travel documents for the outward journey.

## 1. THE AGREEMENT etc.

As the tour operator, SkiStar is responsible for providing the Guest with products ordered in accordance with the agreement. This responsibility also applies to services to be provided by parties other than SkiStar as long as they are included in the Arrangement.

Information in catalogues, brochures and on the SkiStar website are binding on SkiStar, but may be changed before an agreement is entered into if the Guest has been duly informed about such a change. SkiStar is not responsible for any potential printing or proofing errors. SkiStar may make essential changes to the Arrangement both before and after the agreement is entered into. In such cases, SkiStar shall inform the Guest.

Reference is also made to the applicable industry rules from SLAO, which can be found on SLAO's website <https://www.slaos.se/>.

As the tour operator, SkiStar is responsible for ensuring:

- The Guest receives written confirmation of booking and other necessary documents, such as rules of conduct, general trade rules notified by SLAO, including skiing rules (see link above), etc.
- Information is provided about the method of payment and where to collect keys, and that the Guest is informed about any other matters of significance for the provision of the Arrangement.
- 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 recommends that the Guest receives that type of information in writing.
- The Guest will be informed about the applicable rules regarding passports and visas for countries within the EEA. When booking, the Guest is responsible for ensuring that SkiStar is provided with the correct contact details for the Guest, including the mobile number and email address, as this information is necessary for SkiStar to provide the confirmation, check-in information, etc.

## 2. WHEN THE GUEST'S BOOKING BECOMES BINDING, & PAYMENT

### 2.1 Binding effect of the booking

The booking is binding on both SkiStar and the Guest as soon as SkiStar has accepted the booking via a Booking Confirmation and the Guest has paid by the agreed point in time in accordance with the provisions of paragraph 2.2. When paying through Klarna Checkout, the booking becomes binding at the time that the Guest approves the payment conditions even if the Guest has not completed the transaction to Klarna. The Guest is responsible for checking that the information in the Booking Confirmation is correct and that the Arrival and Departure Dates are correct.

The Swedish Distance and Off-Premises Contracts Act (2005:59) gives a consumer the right to withdraw from their purchase (right of withdrawal) in certain cases. In accordance with the provisions of the Act, the right of withdrawal does not apply to package tours, lodging, transport of people, rental of sports equipment, SkiPasses and activities. However, some of the products can still be cancelled up to the day before the First Day of Validity see also paragraph 3 regarding cancellation and rebooking or, if you have booked with Cancellation Insurance, paragraph 4. Concerning the right of withdrawal for insurance, see paragraph 4.8.

### 2.2 Payment

The Guest shall pay for the Arrangement no later

than the date stipulated in the Booking Confirmation. SkiStar has the right to levy a Registration Fee. The Arrangement shall be paid for in full before the start of the Arrangement.

For Arrangements booked 42 days or more prior to Arrival, a Registration Fee and any Cancellation Insurance shall be paid within 10 days of the booking date. The balance of the agreed price shall be paid no later than 42 days before Arrival.

For Arrangements booked 41 days or less before Arrival, the agreed price and any Cancellation Insurance shall be paid on the day of booking.

Payment is processed when purchasing online via Klarna Checkout. The payment options presented are determined by Klarna and may vary depending on the Guest's credit rating and residence. By using Klarna Checkout, the Guest approves Klarna's terms and conditions. The Guest shall be at least 18 years of age to use Klarna Checkout.

When paying from abroad, the Guest shall pay transaction costs (e.g. transaction, currency and bank costs) in his home country and in Sweden. SkiStar shall receive the agreed price in the currency specified on the Booking Confirmation or specified in connection with the booking.

### 2.3 What happens if the guest does not pay on time?

The booking will be cancelled if the agreed amount (e.g. the Registration Fee or final payment for the Arrangement) is not paid by the date stated on the Booking Confirmation at the latest. If the Guest does not pay on time, it will be regarded as a cancellation, in which case the cancellation rules will apply (see more under paragraph 3, or if you have booked with Cancellation Insurance, paragraph 4). When choosing e.g. payment against invoice via Klarna Checkout, the payment period will be as agreed between the Guest and Klarna. See paragraph 2.2.

## 3. CANCELLATION AND REBOOKING

### 3.1 What happens if the Guest wants to cancel?

The Guest may cancel the booking verbally or in writing to SkiStar or to the place that took the booking. SkiStar only accepts cancellations made by the Guest. SkiStar is responsible for confirming the Guest's cancellation in writing. When arranging cancellation, SkiStar is entitled to levy an administration fee of SEK 95.

### 3.2 Cancellation of lodging/travel

The Guest may cancel lodging and/or travel, whereupon the following applies:

For lodging and/or travel cancelled 42 days or more prior to Arrival, SkiStar will debit a cancellation fee equivalent to the Registration Fee plus an administration fee of SEK 95.

For lodging and/or travel cancelled 41 days or less prior to Arrival, SkiStar will debit a cancellation fee equal to 100% of the total price of the lodging and/or travel.

In order to be able to cancel lodging and/or travel during the stay, Cancellation Insurance is required (see more under paragraph 4).

### 3.3 Rebooking of lodging/travel

To be able to change lodging and/or travel, Cancellation Insurance is required (see paragraph 4 for more information).

### 3.4 Cancellation and rebooking of SkiPass, activities and rental of sports equipment, etc.

The Guest can cancel and rebook SkiPass, activities and rental of sports equipment up to the day before the First Day of Validity subject to an administration fee of SEK 95. In the event of cancellation later than the First Day of Validity, Skier- and Activity Insurance is required and a valid medical certificate for a refund.

However, for ambassador camps, the rules set out in the previous paragraph apply 3.2-3.3 regarding cancellation/rebooking of lodging/travel. Special

provisions regarding SkiPasses can be found further under paragraph 7.3.

### 3.5 Especially relevant for package deals

SkiStar reserves the right to sell lodging including SkiPass and other combinations of Package Tours as part of package deals. When such package deals have been booked, the Guest cannot cancel or rebook individual products in the package. For cancellation and rebooking of package deals, the same rules apply as for cancellation and rebooking of lodging/travel. See more about Package Tours under paragraph 13.

## 4. SPECIAL TERMS FOR GUESTS WITH CANCELLATION INSURANCE

These provisions apply to Europeiska ERV Cancellation Insurance and are not exhaustive, see the full insurance conditions at [www.skistar.com](http://www.skistar.com). The provisions of this paragraph 4 are supplemented by the full complete insurance terms and conditions. In the event of a conflict between the provisions of this paragraph 4 and the full complete insurance terms and conditions, the provisions of this paragraph 4 shall prevail. The regulating authority is the Danish Financial Authority.

### 4.1 Definitions only relating to Cancellation

**Insurance Cancellation costs:** Amount paid for the Arrangement, which will not be refunded by SkiStar in the event of cancellation.

**Europeiska ERV:** Europeiska Rejseforsikring A/S, CVR no. 62 94 05 14, provided by Europeiska ERV's subsidiary in Sweden, org. no. 516410-9208.

**Policyholder:** The person who has taken out Cancellation Insurance and who is named on the booking in accordance with the Booking Confirmation or who is in possession of a receipt for the insurance paid.

**Close relative:** Spouse, partner, registered partner, child, stepchild, foster child, sibling, parent, step-parent, grandparent, mother-/father-in-law, grandchild, son-/daughter-in-law, brother-/sister-in-law. The parents and siblings of partners and registered partners are equated with parents-in-law and brother-/sister in-law in these terms and conditions.

### 4.2 Buying Cancellation Insurance

The Guest can purchase Cancellation Insurance for lodging/other Activity, which entitles the Guest to cancel the Arrangement up to the day of check-out in the event of illness or other serious incident. Cancellation Insurance shall be taken out before the first payment is made and cannot be cancelled or refunded. The insurance premium is to be paid in accordance with the provisions of paragraph 2.2.

### 4.3 Cancellation of lodging/travel

Lodging and/or travel can be cancelled by a Guest with Cancellation Insurance. The following applies: For lodging and/or travel cancelled 21 days or more prior to Arrival, SkiStar will debit a cancellation fee equivalent to payment for Cancellation Insurance and an administration fee of SEK 95.

For lodging and/or travel cancelled 20 days or less prior to Arrival with valid grounds for cancellation in accordance with the terms of the insurance (see paragraph 4.4) SkiStar will debit a cancellation fee equivalent to the cost of Cancellation Insurance and an administration fee of SEK 95.

For lodging and/or travel cancelled 20 days or less prior to Arrival without valid grounds for cancellation in accordance with the terms of the insurance (see paragraph 4.4) SkiStar will debit a cancellation fee of 100% of the cost of the lodging and/or travel. The maximum amount of compensation shall be the total amount of the Arrangement.

### 4.4 Valid grounds for cancellation

Up until 21 days prior to Arrival it is also possible to cancel accommodation without specifying a reason or providing proof.

For lodging and/or travel cancelled 20 days or less prior to Arrival, the insurance will compensate the Guest for the Guest's reasonable cancellation costs of cancellation is caused due to:

1. a close relative or travelling companion suffers acute illness, an accident or death,
2. being drafted into the armed services or civil defence unit,
3. initiation of divorce proceedings,
4. suffering fire, water damage or break-in at home or business,
5. being made redundant (does not apply to general notice of redundancies), or
6. suffering 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.

## 4.5 Cancellation during the stay – disrupted holiday

The insurance covers a disrupted holiday if the Guest cannot participate in the Arrangement which was the main purpose of the trip, because the Guest:

1. suffers an acute illness, an accident or death,
  2. must cancel the trip due to being called home,
  3. must be evacuated from the destination due to a natural disaster, terrorist act or similar.
- In the event of cancellation, disruption or evacuation, compensation will be calculated per day from the day the Guest has left the destination. The insurance should not give rise to any profit, but only compensation for financial loss.

## 4.6 Making changes to a booking

Guests who take out Cancellation Insurance are entitled to re-book their lodging up to 21 days before Arrival, subject to availability and the price list applicable at the time of rebooking, against an administration fee of SEK 95.

## 4.7 Exceptions

The insurance does not cover costs if the Guest has to cancel due to a circumstance or illness that the Guest was aware of when the insurance policy was paid for or if the trip is booked against the advice of a doctor. The Guest shall be able to prove that he/she is prevented from making the trip by producing a certificate, e.g. from a doctor, government agency or insurance company. The certificate and a cancellation form shall be submitted at the latest one month after the period to which the booking relates. Rules regarding how the Guest can make a cancellation can be found under paragraph Fehler! Verweisquelle konnte nicht gefunden werden..

## 4.8 Right of withdrawal

In accordance with the provisions of the Swedish distance selling and door-to-door marketing Act, 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 utilise the insurance policy must inform the insurance company (contact details can be found below under the heading Insurer) 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. If the Guest does not provide such notification on time, the right of withdrawal will lapse.

## 4.9 Försäkringsavtalslagen (Swedish Insurance Contracts Act)

Unless otherwise stated in the insurance policy, Swedish law and the provisions of the Insurance Contracts Act apply, in addition to the insurance terms and conditions.

## 4.10 Insurer

The insurer for this insurance is Europeiska ERV. SkiStar is the insurance agent.

## 5. CHANGES TO ARRANGEMENT CONTENT AND COSTS

SkiStar may change the structure of the Arrangement as long as the Guest can be offered equivalent alternative services.

When booking for travel, the departure time stated at the time of booking is provisional. If the final departure time differs from the provisional time, the Guest shall 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 in accordance with the provisions of paragraph Fehler! Verweisquelle konnte nicht gefunden werden..

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. The Guest shall be informed immediately of any changes. The Arrangement's price shall be reduced if SkiStar's costs, at least 20 days before Arrival, are reduced for the same reasons as stated above.

## 5.1 Especially relevant for unspecified lodgings

Requests for lodging facilities, location, pets allowed/not allowed, distance to lifts, etc. cannot be submitted when booking unspecified lodging. SkiStar reserves the right to change the lodging up until Arrival where unspecified lodging has been booked, without notifying the Guest, even where

specific lodging has been specified in the Booking Confirmation. Guests with special requirements regarding lodging and/or location are recommended to book specified lodging.

## 6. PRICE GUARANTEE

If the Guest can find equivalent lodging at a lower price after paying for the booking, the Guest will be refunded the difference, provided that the Guest contacts SkiStar in this respect. When assessing whether lodging 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.

## 7. THE GUEST'S RIGHTS AND OBLIGATIONS ETC.

### 7.1 The Guest's rights if the Arrangement is not fulfilled

If the Arrangement cannot be provided according to 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 shall 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 shall inform SkiStar of this intention as soon as possible. Problems that arise during the Guest's stay shall 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.

### 7.2 Right to a deduction and damages

The right to a price reduction and/or damages for deficiencies during the stay (including but not limited to disruptions) 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, such as short disruption of IT services, TV signal, water or energy supply.

Any claims relating to damages covered by the provisions of the Swedish Maritime Act, the Air Traffic Act, the Railway Act or other transport law will be compensated no more than the amounts indicated in the said laws at the time the damage occurred. It is the responsibility of the Guest to limit any damage as far as possible.

### 7.3 Especially relevant for SkiPass

In accordance with current trade regulations from SLAO (see link in paragraph 1), the Guest is entitled to a price reduction in respect of SkiPass and/or damages for disruptions only provided that:

1. the limited availability lasted for more than 1/3 of the period of validity of the SkiPass, and
  2. the limited availability covers more than 2/3 of the ski area under normal conditions.
- Refunds for Service Disruptions shall correspond to the part of the validity period of the SkiPass that could not be used.

For example, if the Guest was unable to cross one or more national borders (Sweden, Norway) and therefore could not use SkiStar All at SkiStar's destinations abroad, the Guest cannot claim a price reduction or a refund of SkiStar All where such travel restrictions or other reasons are beyond SkiStar's control. This is due to the fact that SkiStar All can be used at all SkiStar's destinations in the country where the Guest bought the pass.

All our SkiPasses are personal, excluding the Parents Pass, which is assigned to two people.

### 7.4 Especially relevant for climbing park

The Guest shall follow the safety conditions announced by SkiStar in the climbing park. It is the responsibility of the Guest booking such an

activity for several people to ensure that others in the company have taken advantage of and comply with the above safety conditions and that the Guest is permitted to provide the information required in order to complete the booking. For more information about safety conditions in the climbing parks, see <https://www.skistar.com/en/myskistar/general-booking-information/safety-conditions-climber-park/>.

### **7.5 Especially relevant for the rental of Sports Equipment**

When renting Sports Equipment, the Guest is required to provide ID when collecting Sports Equipment, and to make a payment in advance. During the rental period, the Guest is responsible for and care of the Sports Equipment in the best possible way. In the event of recklessness or negligence the Guest is liable to pay for any damages incurred. Sports Equipment shall be clean upon return. Equipment that has not been cleaned will be charged to the Guest. All Sports Equipment shall be returned no later than the time stated in the Booking Confirmation. If Sports Equipment is not returned, the Guest will be charged the full sales value. The Guest is liable for compensation if the equipment is stolen (see separate terms when taking out Skier- and Activity Insurance). For a refund in the event of cancellation during the current rental period due to illness or injury, a medical certificate and ERV Skier- and Activity Insurance does not cover children under the age of 6.

### **7.6 The Guest's right to transfer the agreement**

The Guest has the right to replace himself with another person and SkiStar shall 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 shall approve the passenger exchange. The Guest shall provide information about the exchange at least 5 days before departure. If changes are made to bookings, SkiStar is entitled to levy a reasonable fee to cover costs and shall 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.

### **7.7 The Guest's obligations, etc.**

In order to enter into an agreement with SkiStar in respect of lodging and/or insurance, the Guest shall be aged 18 or over. All residential guests shall be aged 18 or over to stay in the lodging. The age limit does NOT refer to children accompanied by a guardian. When booking lodging, a bed is mandatory for children over three years of age. Satisfying the age limit is a requirement to gain access to the lodging. Identification is required. If the Guest does not satisfy the age limit when accessing the lodging, the cancellation rules in paragraph 3 apply. In the case of organised groups and travel parties with a leader exceptions from the above rules may be made by agreement with SkiStar.

The Guest can find current check-in and check-out information by logging into My Page at [www.skistar.com](http://www.skistar.com) or in the SkiStar app.

Guests shall follow the code of conduct, instructions and provisions that apply for travel, lodging and other products/services that are encompassed by the Arrangement and shall also follow the general industry rules, including the skiing rules (see link in paragraph 1).

Between 23:00 and 7:00, the Guest shall show the utmost consideration and not disturb other guests. We also ask everyone to show mutual respect for their neighbours at all times. There will be a charge of at least SEK 1,500 for any disturbance reported, regardless of the time of day. Deviating codes of conduct may apply to hotels, and these will be notified at check-in at the hotel. The Guest is fully responsible for any damage to the lodging and its furniture. If the no smoking or no pets rules are violated, a cleaning cost of at least SEK 6,000 will be charged. The Guest may not use the lodging for any purpose other than the one agreed upon at the time the booking was made. The Guest is also not permitted to allow more people to stay overnight in the lodging or put up a tent, caravan, bath tub, music system or similar on any plot belonging to the lodging.

SkiStar lodging where it is not allowed to smoke or bring pets is not sanitised to cater for allergy sufferers. 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. If departure cleaning has not been booked, the Guest shall clean the property before Departure in accordance with 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). 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 is not responsible for items left behind.

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. The Guest may only charge electric vehicles at a designated charging point. Violation can result in a fine, due to the risk of fire.

All keys and/or key cards to the lodging shall be returned on departure. Failure to do so will result in a charge of at least SEK 2,000 for changing the locks and/or recoding locks, as well as SEK 200 for lost key cards.

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 under this provision, the Guest and those in his/her party shall immediately move out of the lodging and no refund will be paid for the lodging price. SkiStar is also entitled to levy the Guest a cost equivalent to the damage, but at least SEK 5,000. SkiStar reserves the right to be able to close the lodging and remove the Guest's belongings in the event of immediate termination of the agreement. SkiStar will provide information about the applicable passports and visas for countries within the EEA. The Guest is, however, responsible for taking care of the necessary formalities for the trip. For more information see <https://www.skistar.com/en/myskistar/general-booking-information/passports-visas-toll/> or contact SkiStar by phone at 0771 84 00 00. SkiStar gift vouchers may not be used in marketing or competitions.

## **8. SKISTAR SNOW GUARANTEE**

In the event of a booked destination not meeting the requirements for the snow guarantee, the Guest can choose not to travel to the booked destination. The Guest will then be refunded the amount that was paid for the Arrangement. If the Arrangement includes skiing, the snow guarantee shall apply if skiing 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 and the dates that apply to each destinations snow guarantee see [www.skistar.com/en/inspiration/snow-and-grooming/snow-guarantee/](http://www.skistar.com/en/inspiration/snow-and-grooming/snow-guarantee/).

## **9. WAR, NATURAL DISASTERS, INDUSTRIAL ACTION ETC. (FORCE MAJEURE)**

Both parties have the right to withdraw from the agreement if the Arrangement cannot be provided due to acts of war, natural disasters, industrial conflict, prolonged interruption in the water or energy supply, fire, government decisions, pandemic or other similar circumstances beyond the parties' control that none of the parties could reasonably have anticipated or taken into account at the time the agreement was entered into and the consequences of which could not reasonably have avoided.

A party that wishes to withdraw from the agreement in accordance with the first paragraph shall without delay inform the other party of they become aware of the circumstances referred to in the first paragraph. A party is not entitled to terminate the agreement if the circumstances described in the first paragraph were generally known at the time the agreement was concluded.

## **10. PERSONAL DATA**

When the Guest books an event, the personal data provided by the Guest, such as their name and email address, will be processed by SkiStar and where appropriate by other companies within the SkiStar Group. The Guest's personal data may also be processed by SkiStar's partners, such as insurers, parking companies, hotels, train, airplane and coach companies, as well as by SkiStar-hired system providers and others. SkiStar will also handle necessary personal data that the Guest provides about any travelling companions. If, when booking the Arrangement, the Guest provides personal data about other persons, the Guest must have their permission to provide such information. If possible, the Guest should also make sure that these people understand how their personal data may be used by SkiStar. SkiStar is the data controller for the processing of personal data gathered from you. SkiStar may also use the Guest's personal data to provide offers and other marketing material. The Guest may, at any time, unsubscribe from receiving such marketing via My Page at [www.skistar.com](http://www.skistar.com) or by contacting SkiStar in the same way as when booking the Arrangement. SkiStar processes all personal data in accordance with current legislation, and takes care of the Guest's integrity and wishes to be transparent in how the Guest's personal data is processed. The Guest can read the entire SkiStar Privacy Policy at <https://www.skistar.com/en/myskistar/general-booking-information/integrity-and-security/>. SkiStar's contact information for questions about the processing of personal data.

## **11. DISPUTE RESOLUTION**

The Guest should contact SkiStar with any complaints. If the Guest and SkiStar cannot reach an agreement, the Guest can turn to ARN or the common courts. A dispute may also be considered by the European Commission's Dispute Resolution platform if the relevant conditions are fulfilled.

## **12. TRAVEL GUARANTEE**

The travel guarantee serves as protection against financial loss travellers may suffer as a result of the insolvency of the tour operator of package tours. Travellers may then apply for compensation from the travel guarantee and get a refund to the extent that the package tour contract is not fulfilled as a result of the organiser's insolvency. Applications for compensation must be submitted to the Swedish Legal, Financial and Administrative Services Agency (see paragraph 13 below) no later than three months after the trip has been completed.

## **13. RIGHTS WHEN BOOKING LINKED TRAVEL ARRANGEMENTS (PACKAGE TOURS)**

In cases where the Guest has booked a combination of travel services, the Arrangement constitutes a Package Tour within the meaning of Directive (EU) 2015/2302. The Guest is therefore subject to the applicable rules for package tours contained in the Swedish Package Tours Act (2018:1217). SkiStar will take on the full responsibility for ensuring that the package tour as a whole is provided correctly. SkiStar also has a duty by law to refund payments made by the Guest and, where transport is included in the package tour, ensure the Guest's repatriation if SkiStar becomes insolvent.

The Guest shall receive all essential information about the package tour before concluding a package tour contract.

There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.

The Guest will be given an emergency telephone number or details of a contact paragraph where they can get in touch with the Organiser or the travel agent.

The Guest may transfer the package tour to another person, upon reasonable notice and possibly subject to additional costs.

The price of the package tour may only be increased if specific costs rise (e.g. 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 tour. If the price increase exceeds 8% of the price

of the package tour, 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.

The Guest may terminate the contract without paying any termination fee and receive a full refund of any payments if any of the essential elements of the package tour, other than the price, are changed significantly. If the trader responsible for the package tour cancels the package tour before it starts, the Guest is entitled to a refund and compensation where appropriate.

The Guest may terminate the contract without paying any termination fee before the start of the package tour in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package tour.

The Guest may terminate the contract at any time before the start of the package tour in return for an appropriate and justifiable termination fee.

If, after the start of the package tour, significant parts of the package tour cannot be provided as agreed, suitable alternative arrangements must be offered at no extra cost. The Guest 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 tour and the Organiser fails to remedy the problem.

The Guest is also entitled to a reduction in price and/or damages if the travel services are not provided or are improperly provided.

The Organiser must provide assistance if the Guest is in difficulty.

If the Organiser becomes insolvent, payments will be refunded. If the Organiser becomes insolvent after the start of the package tour and if transport is included in the package tour, the Guest's repatriation is secured by the guarantee.

SkiStar has taken out insolvency protection with Nordea. In the event of the agreement not being fulfilled due to SkiStar's insolvency, the Guest can contact this entity or, where applicable, the competent authority, Kammarkollegiet, Slottsbacken 6, 111 30 Stockholm, +46 (0)8-700 08 00, [registratur@kammarkollegiet.se](mailto:registratur@kammarkollegiet.se).