



## GENERAL TERMS AND CONDITIONS OF SNOWWORLD N.V. AND ITS SUBSIDIARIES.

### GENERAL

#### Article 1. Definitions

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|------|-------------------------|---|
| 1.1  | SnowWorld:              | SnowWorld N.V. and its subsidiaries.  |
| 1.2  | Building:               | all buildings owned and/or used by SnowWorld for the provision of its services.   |
| 1.3  | Site:                   | all sites owned and/or used by SnowWorld for the provision of its services.   |
| 1.4  | Personnel:              | all natural persons with a legal employment contract with SnowWorld.  |
| 1.5  | Guest:                  | all contract partners, visitors, purchasers of products and/or services provided by SnowWorld.  |
| 1.6  | Reservation:            | an agreement (both verbal and written) between SnowWorld and a guest or group in respect of services related to skiing, skydiving, outdoor, karting, catering and hotels to be provided by SnowWorld. |
| 1.7  | Reservation value:      | SnowWorld's total turnover expectation including tourist taxes and VAT in respect of a reservation made with the guest, which is based on the average rates applicable within SnowWorld.              |
| 1.8  | No-show:                | failure by a guest to make use of a service to be provided on the basis of a reservation without cancellation.  |
| 1.9  | SnowWorld outdoor park: | the entire outdoor park consisting of the alpine coaster and the climbing park.   |
| 1.10 | Climbing park:          | a part (see 1.9) of the SnowWorld outdoor park, consisting of the following, amongst other: the ziplines, the adventure trail and the adventure park.   |
| 1.11 | Group:                  | a group as defined in article 14 hereinafter.   |
| 1.12 | Skischool product:      | a service to be provided by SnowWorld for which it involves a ski instructor (including, but not limited to, trial lessons, private lessons, course series and similar activities).                   |

#### Article 2. Applicability

- 2.1 These general terms and conditions apply to all offers, quotations, reservations, agreements and offered services and products entered into with or purchased from SnowWorld.
- 2.2 Express or tacit acceptance of the general terms and conditions provided when entering into an agreement, making a reservation or purchasing a product or service implies acceptance of the applicability of the general terms and conditions and a declaration of agreement with their contents.
- 2.3 Deviation from the terms and conditions is only possible with SnowWorld's written consent and shall be determined on a case-by-case basis.

#### Article 3. Complaints

- 3.1 SnowWorld has a sufficiently publicised complaints procedure and handles complaints in accordance with this complaints procedure. Guests can contact SnowWorld reception to find out about the complaints procedure.
- 3.2 Guests must report complaints, in whatever form, to SnowWorld as soon as possible, but no later than two months after the defects have been discovered. These complaints must be complete, clearly defined and accompanied by any means of proof.
- 3.3 Failure to lodge a complaint in good time may result in the loss of the guest's rights in this matter.
- 3.4 SnowWorld shall respond to complaints made by guests as quickly as possible – but within four weeks at the latest – from the date of receipt. If a complaint requires a foreseeably longer processing time, SnowWorld shall reply by return with an acknowledgement of receipt and an indication of the period within which a more detailed response can be expected.

#### Article 4. Liability of SnowWorld

- 4.1 The exclusion of liability in this article shall not apply if SnowWorld has received compensation from an insurance company or another third party in respect of the risk realised.
- 4.2 Without prejudice to the provisions of Article 12.4, SnowWorld is not liable for damage to or loss of goods brought into the hotel by a guest who has taken up residence there. The guest indemnifies SnowWorld against any claims from guests in this respect. This provision does not apply to the extent that the damage or loss is due to intent, negligence or gross negligence on the part of SnowWorld.
- 4.3 Without prejudice to the provisions of Articles 4.7 and 4.8, SnowWorld shall never be liable for any damage whatsoever suffered by guests and/or third parties unless the damage is the direct result of intent or gross negligence on the part of SnowWorld. This exclusion of liability also applies in particular to damage resulting from the consumption of food prepared or served by SnowWorld and to damage resulting from computer problems.
- 4.4 Under no circumstances shall SnowWorld be obliged to pay a higher amount in damages than:
- The reservation value or, if more;
  - The amount paid by SnowWorld's insurer to SnowWorld in respect of the damage, or, as the case may be;
  - The compensation obtained from another third party in respect of the damage.
- 4.5 SnowWorld shall never be liable for damage to or with vehicles of the guest, except if and insofar as the damage is the direct result of intent or gross negligence on the part of SnowWorld.
- 4.6 SnowWorld shall never be liable for damage caused directly or indirectly to anyone or anything as a direct or indirect result of any defect or any quality or circumstance at, in or on any movable or immovable property of which SnowWorld is the holder, leaseholder, tenant or owner or which is otherwise at SnowWorld's disposal, except if and to the extent that the damage is the direct result of wilful intent or gross negligence on the part of SnowWorld.
- 4.7 If the guest suffers damage to the goods deposited, for which compensation as referred to in Article 12.4 shall be charged, SnowWorld shall be obliged to compensate the damage to these goods as a result of damage or loss. Compensation shall never be payable in respect of any other goods present in the delivered goods.
- 4.8 If SnowWorld takes delivery of goods or if goods are deposited, stored and/or left behind by anyone anywhere in any way whatsoever without SnowWorld stipulating any compensation for this, SnowWorld shall never be liable for damage to or in connection with those goods in any way whatsoever unless SnowWorld has caused this damage intentionally or the damage is the result of gross negligence on SnowWorld's part.

#### Article 5.1 Guest liability

- 5.1.1 The exclusion of liability in this article shall not apply if SnowWorld has received compensation from an insurance company or another third party in respect of the risk realised.
- 5.1.2 The guest and those accompanying it are jointly and severally liable for all damages suffered by SnowWorld and/or any third party and/or that arise as a direct or indirect result of breach of contract (attributable failure to perform) and/or wrongful act, including violation of the house rules is understood, committed by the guest and/or those accompanying it, as well as for all damage caused by any animal and/or any substance and/or any item in its possession or under its supervision.

#### Article 5.2 Guest obligations

- 5.2.1 The guest is obliged to comply with SnowWorld's applicable house rules and code of conduct and to follow SnowWorld's reasonable instructions. The house rules and code of conduct can be found in SnowWorld's house regulations. These are listed in the general terms and conditions and are also published on [www.SnowWorld.com](http://www.SnowWorld.com). Reasonable instructions may be given verbally by SnowWorld.
- 5.2.2 The guest is obliged to cooperate with reasonable requests from SnowWorld in the context of its statutory obligations regarding, among other things, safety, identification, food safety/hygiene and limitation of nuisance.

#### **Article 6. Lost and found**

- 6.1 Any objects lost or left behind on SnowWorld's premises or in the SnowWorld building, which are found by the guest, must be returned to SnowWorld by the guest in good time.
- 6.2 SnowWorld has no obligation to investigate in order to be able to establish with certainty that a person impersonating the rightful owner of a found item or a person authorised by it is actually the rightful owner or its authorised representative, on the understanding that SnowWorld shall refrain from making the delivery if it is apparent that the person in question is fraudulent or there is any other doubt.
- 6.3 SnowWorld shall acquire ownership of objects of which the rights holder has not reported to SnowWorld within three years of their return. If SnowWorld reports the found item to the municipality, the found item shall become SnowWorld's property within a period of 1 year after it has been returned to SnowWorld.
- 6.4 If SnowWorld sends any objects left behind by the guest, this shall be done entirely at the expense and risk of the guest. SnowWorld is never obliged to send an item.

#### **Article 7. Right of withdrawal**

- 7.1 During a reflection period of one week after subscribing to a membership agreement at the counter of one of the SnowWorld locations, the guest has the possibility to revoke the agreement free of charge. This right of withdrawal applies to any type of membership offered at the counter of the SnowWorld locations.
- 7.2 For products/services other than membership agreements being sold at the counter of the SnowWorld locations, no such right of withdrawal/reflection period applies.
- 7.3 Agreements relating to products/services concluded remotely (via the SnowWorld website) are subject to a reflection period of fourteen calendar days. During this period, the guest has the possibility to revoke the agreement free of charge. No such right of withdrawal and no such reflection period apply to products/services for which a specific date or period is agreed, such as tickets purchased for a specific time slot. Kindly refer to article 10 for all exceptions to the right of withdrawal and to article 14.1.1. for rescheduling of tickets.

#### **Article 8. Exercise of the right of withdrawal by the guest and costs thereof**

- 8.1 If the guest makes use of its right of withdrawal, it shall unequivocally report this to SnowWorld within the reflection period.
- 8.2 The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the guest.
- 8.3 If the guest makes use of its right of withdrawal, all supplementary agreements shall be terminated by operation of law.
- 8.4 If the guest, on own initiative, during the reflection period consumes the services provided by SnowWorld and subsequently invokes his/her right of withdrawal, the guest shall owe SnowWorld a compensation equal to the period during which the guest consumed the services provided by SnowWorld.

#### **Article 9. SnowWorld's obligations in the event of withdrawal**

- 9.1 If SnowWorld's notification of withdrawal by the guest is made possible electronically, it shall immediately send a confirmation of receipt upon receipt of this notification.
- 9.2 SnowWorld shall reimburse all payments made by the guest, including any delivery costs charged by SnowWorld for the returned service.
- 9.3 For refunds, SnowWorld uses the same means of payment used by the guest, unless the guest agrees to another method. The reimbursement is free of charge for the guest.
- 9.4 If the guest has opted for a more expensive method of delivery than the cheapest standard delivery, SnowWorld does not have to reimburse the additional costs for the more expensive method.

#### **Article 10. Exclusions to the right of withdrawal are:**

- 10.1 Products or services offered at a reduced rate.
- 10.2 Reservations made by a group (as defined in article 14 hereinafter).
- 10.3 Service agreements, after full performance of the service, but only if:  
A. Performance has begun with the express prior consent of the consumer.  
B. The guest has declared that it loses its right of withdrawal as soon as SnowWorld has fully executed the agreement.
- 10.4 Service agreements for the provision of accommodation where the agreement provides for a specific date or period of performance other than for residential purposes, carriage of goods, car rental services and catering.
- 10.5 Agreements relating to leisure activities, if the agreement provides for a specific date or period of performance.
- 10.6 Services manufactured according to the specifications of the guest, which are not offered as standard and which are formulated on the basis of an individual choice or decision of the guest, or which are clearly intended for a specific person.

### **SERVICES AND/OR PRODUCTS RELATED TO SKIING, SKYDIVING, OUTDOOR, KARTING, CATERING AND HOTELS TO BE PROVIDED BY SNOWWORLD**

#### **Article 11. Making of a reservation**

- 11.1 SnowWorld may at any time refuse to make a reservation for any reason whatsoever, except if such refusal is based solely on one or more of the grounds specified in Section 429c of the Dutch Penal Code (discrimination).
- 11.2 Offers made by SnowWorld are valid for 14 days from the date of the offer, unless agreed otherwise.
- 11.3 All offers made by SnowWorld in connection with the making of a reservation are without obligation and are subject to the reservation "as long as stocks (or capacity) last". If SnowWorld invokes the aforementioned reservation within a reasonable period to be determined according to the circumstances after acceptance by the guest, SnowWorld shall in the first instance always offer an alternative. If the guest does not accept the alternative offer, the intended reservation shall be deemed not to have been made.
- 11.4 If SnowWorld has granted the guest an option right, this right may not be revoked unless and insofar as another potential guest makes SnowWorld an offer to make a reservation in respect of all or part of the services outstanding under the option. The option holder must then be informed by SnowWorld of this offer, after which the option holder must indicate whether or not it wishes to make use of the option right. If the option holder does not indicate that it wishes to make use of the option right, the option right shall lapse. A option right can only be granted in writing. The option right lapses if the option holder has indicated that it does not wish to make use of the option right or if the fixed term has expired.
- 11.5 Reservations for (a) guest(s) made by intermediaries (shipbrokers, travel agencies, event agencies, etc.), whether or not in the name of their client(s), shall be deemed to have been concluded at the expense and risk of these intermediaries. SnowWorld does not owe any commission or fee, however named, to intermediaries, unless expressly agreed otherwise in writing. Full or partial payment of the amount owed by the guest shall free the intermediary to the same extent.

#### **Article 12. General obligations of SnowWorld**

- 12.1 Without prejudice to the provisions of the following articles, SnowWorld is obliged by virtue of the reservation to provide the agreed services at the agreed times in the manner customary within SnowWorld. SnowWorld hereby reserves the right to make use of the services of third parties in order to provide the services in accordance with the agreement, without explicitly notifying the guest, in which case these conditions shall also apply to such a third party or parties.

- 12.2 The obligation referred to in Article 12.1 does not apply:
- In the event of force majeure on the part of SnowWorld as referred to in Article 18.
  - If the guest does not arrive or arrives more than half an hour late.
  - If the guest does not pay the deposit referred to in Article 16 on time.
  - If the guest in any other way fails to fully meet all of its obligations to SnowWorld for whatever reason.
- 12.3 SnowWorld is not obliged to take receipt and/or safekeeping of any goods belonging to the guest.
- 12.4 If SnowWorld charges any amount to the guest for the receipt and/or safekeeping of goods, SnowWorld must look after those goods with due care, without prejudice to the provisions of Article 4.2.

**Article 13. SnowWorld's obligations to provide services/products related to skiing, skydiving, outdoor, karting, catering and hotels**

- 13.1 SnowWorld is obliged to provide the guest with accommodation and facilities during the agreed period and to provide the agreed food and drinks in the usual quantity and quality within its facility.
- 13.2 If no food or drinks have been agreed in advance, SnowWorld shall provide, on request, the food and drinks it can provide at that time.
- 13.3 SnowWorld is obliged to provide the usual catering services and facilities for its hotel.
- 13.4 SnowWorld must hang or affix or deposit the house rules (see Articles 19 to 28) in a clearly visible place for the guest to read, or hand over the house rules in writing to the guest. The guest is obliged to comply with the house rules.
- 13.5 Unless agreed otherwise, SnowWorld is entitled to consider the reservation of a hotel room as expired if the guest has not checked in on the first day of reservation before 18:00, without prejudice to the provisions of Articles 14 to 15.
- 13.6 If the guest has not arrived within half an hour after the reserved time, SnowWorld may consider the reservation cancelled, without prejudice to the provisions of Articles 14 to 15.
- 13.7 SnowWorld is entitled, after consultation with the competent local authority, to cancel the reservation due to a well-founded fear of disturbance to public order. If SnowWorld makes use of this right, SnowWorld shall not be liable to pay any compensation.
- 13.8 SnowWorld is entitled to require the guest to be satisfied with accommodation other than that which should be provided according to the reservation, unless such a request is manifestly unreasonable and must be considered too inconvenient for the guest. In the latter case, the guest has the right to immediately terminate the reservation to which SnowWorld's aforementioned wish relates, without prejudice to its obligations under other reservations. If SnowWorld saves money by providing accommodation other than that which should have been provided in accordance with the reservation, the guest shall be entitled to the amount of that saving. Otherwise, SnowWorld shall never be obliged to pay any compensation.

**Article 14. Cancellation by guests, general.**

- 14.1 The guest is not authorised to cancel a reservation unless in accordance with the provisions of this Article 14. For the purpose of this Article 14 as well as the exclusion to the right of withdrawal set out in Article 10.2, a "group" shall be deemed to refer to each guest acting towards SnowWorld for purposes which fall within his trade, business or professional practice.
- 14.2 The guest may cancel a reservation at any time. Cancellation must be in writing and dated. The guest cannot derive any rights from a verbal cancellation. In the event of a cancellation of a reservation by a group, the articles 14.2.1 and 14.2.2 apply. In the event of a cancellation by a guest (other than a reservation by a group), at the guest's option:
- a. the reservation will be moved to another date or time (subject to availability and only insofar as the reservation does not concern a skischool product which is canceled within 24 hours before the start thereof); or
  - b. the guest receives an online credit equal to the amount paid by the guest with a validity of 365 calendar days and usable in all Dutch SnowWorld branches (only insofar as the reservation does not concern a skischool product that is canceled within 24 hours before the start thereof); or
  - c. the amount paid by the guest will be refunded in full by SnowWorld to the guest by transfer to his bank account (except in the event of cancellation by the guest of a skischool product within 24 hours before the start thereof, in which case the refund is limited to 50% of the amount paid by the guest).
- 14.3 In the event of a no-show, the guest shall in all cases be obliged to pay the reservation value.
- 14.4 If not all agreed services are cancelled, the following provisions shall apply pro rata to the cancelled services.
- 14.5 Amounts that SnowWorld has already owed to third parties for the purpose of the cancelled reservation at the time of cancellation must be fully reimbursed to SnowWorld by the guest at all times, provided SnowWorld has not acted unreasonably by entering into the relevant obligations. The amounts in question shall be deducted from the reservation value referred to in the following provisions.
- 14.6 SnowWorld may, at the latest one month before the first service is to be provided under the relevant agreement, declare to the guest that it shall consider certain guests together as a group. These persons shall then be subject to all provisions for groups.

**Article 14.1.1 Change of a reservation by the guest**

- 14.1.1 For certain types of reservations SnowWorld allows the guest to change the venue, date and/or time of a reservation. Additional fees may be charged in that case.
- 14.1.2 Changes to a reservation must be made at the latest within 24 hours before the start thereof.

**Article 14.1.2 Cancellation of a reservation by groups**

- 14.2.1 When a reservation has been made for a group the following applies to the cancellation of that reservation (unless otherwise agreed in writing). In the event of cancellation before the time when the first service is due to be provided under the agreement, specifically: "the start date", the guest is required to pay SnowWorld the following percentages of the reservation value to be paid by the guest in the event of cancellation:

In the event of cancellation:

More than 3 months before the start date	0%
More than 2 months before the start date	15%
More than 1 month before the start date	35%
More than 14 calendar days before the start date	60%
More than 7 calendar days before the start date	85%
Less than 7 calendar days before the start date	100%

- 14.2.2 If a reservation for a service consisting solely of the provision of food and/or drinks (table reservation) has been made for a group, the following percentages of the reservation value that must be paid by the guest to SnowWorld in the event of cancellation:

a. If a menu has been agreed:

More than 14 calendar days before the reserved time	0%
14 days or less but more than 7 days before the reserved time	25%
7 days or less before the reserved time	50%
3 days or less before the reserved time	75%

b. If no menu has been agreed:

More than 48 hours before the reserved time	0%
48 hours or less before the reserved time	50%

#### **Article 14.3 Modification of a reservation by groups**

14.3.1 The following applies to changes to a reservation:

- More than 21 days prior to the start date, the guest is obliged to communicate in writing any change of a maximum of 25% of the number of participating persons in writing.
- More than 7 days prior to the start date, the guest is obliged to communicate in writing any change of a maximum of 10% of the number of participating persons, unless a change of more than 10% has already been made previously.

#### **Article 15. Cancellation of a reservation by SnowWorld**

- 15.1 SnowWorld is at all times entitled to cancel a reservation without being required to make any payment, if there are sufficient indications that the agreement to be kept in SnowWorld on the basis of that reservation is of such a different nature than might be expected on the basis of the customer's announcement or on the basis of the customer's capacity, that SnowWorld would not have made the reservation if it had been aware of the actual nature of the agreement. If SnowWorld exercises this right after the meeting in question has commenced, the customer shall be obliged to pay for the services provided up to that time, but the customer's obligation to pay for the rest shall lapse. The remuneration for services received shall, where appropriate, be calculated on a pro rata temporis basis.
- 15.2 SnowWorld is entitled, instead of exercising its right as referred to in Article 15.1, to impose further requirements regarding the conduct of the meeting in question. If there are sufficient indications that these requirements are not or will not be met, SnowWorld shall still be entitled to exercise the right referred to in Article 15.1.
- 15.3 If and insofar as SnowWorld also acts as a travel organiser within the sense of the law, the following shall apply in respect of travel agreements within the sense of the law. SnowWorld may amend the travel agreement in a material respect due to important circumstances, which must be notified to the guest without delay. SnowWorld may also change the travel agreement other than in a material respect due to important circumstances immediately communicated to the traveller. Up to twenty days prior to the commencement of the trip, SnowWorld may increase the travel sum in connection with changes in transport costs including fuel costs, the charges due or the applicable exchange rates. If the guest rejects a change as referred to above, SnowWorld may terminate the travel agreement. In this case SnowWorld shall refund the amounts already paid by the guest.

#### **Article 16. Deposit**

- 16.1 SnowWorld may require the guest to pay a deposit of 85% of the reservation value less any deposits already made.
- 16.2 If a deposit, as referred to in Article 16.1, is required, it must be made no later than 14 days before the start date of the reservation.
- 16.3 If the term of payment, as referred to in Article 16.2, cannot be met due to the fact that the reservation is made less than 14 days before the start date of the reservation, the deposit must in any case be paid before the start date of the reservation.
- 16.4 Deposits received shall be properly accounted for, shall serve solely as security for SnowWorld and shall not be regarded as revenue already generated.
- 16.5 SnowWorld may at any time require interim payment for services rendered in the meantime.
- 16.6 SnowWorld may invoke the deposit made pursuant to the preceding provisions in respect of all that which the guest owes it for whatever reason. SnowWorld must immediately refund the excess to the guest.

#### **Article 17. Settlement and payment**

- 17.1 The guest must pay the price specified in the reservation. Changes in the VAT rate will always be charged to the guest.
- 17.2 All invoices, including those relating to cancellation or no-show, shall be payable by the guest at the time they are presented to it. The guest must ensure cash payment unless otherwise agreed in writing.
- 17.3 If an invoice is sent pursuant to Article 17.2, SnowWorld may charge an administration fee of € 8.50. The provisions of Article 17 shall apply mutatis mutandis to that amount.
- 17.4 As long as the guest has not fully fulfilled all its obligations to SnowWorld, SnowWorld is entitled to take possession of and keep all goods brought into SnowWorld by the guest until the guest has fulfilled all its obligations to SnowWorld to SnowWorld's satisfaction.
- 17.5 If non-cash payment has been agreed upon, all invoices, regardless of the amount, must be paid by the guest to SnowWorld within 14 days of the invoice date.
- 17.6 If and in so far as timely payment is not made, the guest shall be in default without any notice of default being required.
- 17.7 If the guest is in default, it must reimburse SnowWorld for all costs incurred by the collection, both judicial and extrajudicial. Extrajudicial collection costs are set at a minimum of 15% of the principal amount due with a minimum of € 100 all to be increased by the VAT due thereon.
- 17.8 In addition, if the guest is in default, it shall owe interest equal to the statutory interest. Part of a month shall be counted as a whole month when calculating the interest due.
- 17.9 If SnowWorld has goods as referred to in Article 17.5 in its possession and the guest from whom SnowWorld has received the goods is in default for three months, SnowWorld shall be entitled to sell these goods publicly or privately (after the owner has been notified of the sale at least three days in advance) and to invoke the proceeds thereof. The costs associated with the sale shall also be at the expense of the guest and SnowWorld may recover them from the proceeds of the sale. What remains after SnowWorld's recourse is paid to the guest.
- 17.10 Any payment, regardless of any annotation or comment made by the guest in connection with that payment, shall be deemed to be a deduction from the guest's debt to SnowWorld in the following order:
- The costs of enforcement.
  - Judicial and extrajudicial collection costs.
  - The interest.
  - Damages.
  - The principal sum.
- 17.11 Payment is made in Dutch currency. SnowWorld does not accept foreign payment methods.
- 17.12 SnowWorld is never obliged to accept cheques, giro payment cards and other such means of payment and may attach conditions to the acceptance of such means of payment. The same applies to other means of payment not mentioned here.
- 17.13 If a turnover guarantee has been issued, the guest shall be obliged to pay SnowWorld at least the amount stipulated in the turnover guarantee for the relevant catering agreement(s). The turnover guarantee is a written guarantee from the guest to SnowWorld that one or more agreements shall generate at least a predetermined amount of turnover.
- 17.14 When paying with a credit card, SnowWorld will immediately capture the amount of money on the relevant credit card.

#### **Article 18. Force majeure**

- 18.1 Force majeure for SnowWorld, which means that any shortcoming caused by it cannot be attributed to SnowWorld, includes any unforeseen or unforeseeable circumstance that makes the execution of the reservation by SnowWorld difficult or impossible.
- 18.2 Such circumstances include circumstances involving persons and/or services and/or institutions SnowWorld wishes to make use of when making the reservation, as well as everything that applies to the aforementioned as force majeure or suspensory or resolutive conditions, as well as non-performance of the aforementioned.
- 18.3 If one of the parties to a reservation is unable to meet any obligation arising from that reservation, it shall be obliged to inform the other party as soon as possible.

## HOUSE REGULATIONS

### Article 19. General house regulations

- 19.1 Entering and using SnowWorld sites and/or buildings is entirely at your own risk. The site/building is at your disposal for normal use. You must at all times follow the instructions of SnowWorld staff and the signs on the grounds/in the building. SnowWorld is in no way liable for any damage whatsoever when entering the grounds/use of the building. If the instructions of the staff or the signs are ignored, SnowWorld reserves the right to deny persons access to the site/building without these persons being able to claim a reduction of monies in any form whatsoever.
- 19.2 Visitors with relevant medical conditions are not recommended to participate in the activities. SnowWorld is not liable for the occurrence and/or aggravation of complaints and/or disorders.
- 19.3 Smoking is prohibited in all SnowWorld buildings and/or sites. Smoking shall only be permitted in the places designated for that purpose.
- 19.4 It is not permitted to consume alcoholic beverages before or during a visit to the SnowWorld ski piste, SnowWorld outdoor park and/or SnowWorld Healthclub or other facilities. SnowWorld reserves the right to deny visitors access to the SnowWorld facilities if they are under the influence of alcohol or drugs.
- 19.5 Misuse or vandalism of safety devices (e.g. fire extinguishers, smoke detectors or fire alarm systems) is not permitted. SnowWorld reserves the right to warn the police and/or deny the abusers access to the site/building without these persons being able to claim a reduction of monies in any form whatsoever. Costs related to the aforementioned abuse or vandalism shall be charged to the abusers.
- 19.6 Within the SnowWorld terrain/building it is forbidden to eat food brought in from elsewhere.
- 19.7 It is strictly forbidden to carry weapons or other threatening objects on the site/in the building. SnowWorld reserves the right to seize these weapons or threatening items, warn the police and deny the owner access to the site/building without these persons being able to claim a reduction in funds in any form whatsoever.
- 19.8 Physical or verbal violence, or otherwise undesirable conduct towards other visitors, SnowWorld staff, SnowWorld property or visitors will not be tolerated. SnowWorld reserves the right to warn the police and/or deny perpetrators of violence or other undesirable behaviour access to the site/building without these persons being entitled to a reduction of monies in any form whatsoever.
- 19.9 SnowWorld reserves the right to close off (parts of) the site/building to guests without claiming a reduction of monies in any form whatsoever.
- 19.10 Pets are allowed (on parts) of the site/in the building provided they are kept on a leash. Pets must not cause nuisance to persons on the site/in the building. SnowWorld reserves the right, in the event of nuisance in any form whatsoever, to deny owners of pets, together with their pets, access to the site/building without these persons being able to claim a reduction of monies in any form whatsoever.
- 19.11 Guests are obliged to use the materials provided by SnowWorld promptly and carefully and to return them in good condition. The guest is liable for damage to the material provided. If the guest fails to fulfil the aforementioned obligation (in a timely manner), SnowWorld shall be entitled to set this off against the deposit or to require additional payment from the guest.
- 19.12 Wi-Fi is available within the SnowWorld buildings. The guest can use this free of charge, provided it does not use the network to spread spam, viruses or illegal software, does not visit offensive internet sites (racist, pornographic or violent) and does not use the network unlawfully. SnowWorld is not responsible and/or liable for damage of any kind. The guest is liable for any damage – of whatever nature – suffered by SnowWorld and/or third parties as a result of the guest's use of Wi-Fi. In addition, SnowWorld shall be entitled to deny the guest access to the SnowWorld complex if, in SnowWorld's opinion, the expressions on the internet and/or social media by the guest are offensive and/or harmful, without any obligation to pay compensation or penalty and/or refund the sum of the agreement for SnowWorld.

### Article 20. Parking

- 20.1 The rules and traffic signs of the Dutch Traffic Act apply on our car parks. In order to promote the smoothest possible flow of traffic, the instructions of SnowWorld staff should be followed (if applicable).
- 20.2 Your vehicle must be parked within the spaces indicated or in the manner indicated by SnowWorld staff.
- 20.3 If you park your vehicle outside the parking facilities indicated by SnowWorld, SnowWorld shall be entitled to remove your vehicle or have it removed at your expense and risk.
- 20.4 SnowWorld is in no way liable for damage to your vehicle as a result of burglary, collision or otherwise. This expressly also applies to damage caused by storm, fire, hail, explosion or other extraordinary events.

### Article 21. Recordings (television, photography and radio)

- 21.1 It is not permitted to make recordings (television, photography or radio) on the SnowWorld site or within the SnowWorld building without SnowWorld's express permission.
- 21.2 Guests can make recordings (television, photography or radio) on the SnowWorld site or inside the SnowWorld building at any time. If you do not wish to be in the picture, please avoid the location where recording crews are at that moment.

### Article 22. Camera surveillance

We would like to draw your attention to the fact that there is camera surveillance on the site and inside the SnowWorld building to protect your and our safety and property.

### Article 23. Ski piste house regulations

In addition to the general house rules of Articles 19 to 22, the house rules contained in this article apply specifically to the areas where ski facilities are offered. Anyone entering this area automatically and unconditionally submits to the provisions of this article.

- 23.1 It is not permitted to enter the piste without a valid ticket.
- 23.2 You pay in advance for at least one (1) hour; for the time you stay on the piste longer than you paid in advance, you pay € 0.35 per minute afterwards at the post-payment desk.
- 23.3 Using the pistes and the lifts is entirely at your own risk. SnowWorld is not liable for damage (including, but not limited to, injury) caused by the use of pistes and the lifts. SnowWorld is not liable for damage to or loss of materials. Damage to SnowWorld material shall be recovered from the perpetrator. If SnowWorld fails to comply with its duty of care, SnowWorld shall be liable for damages.
- 23.4 Entrance fees are non-refundable.
- 23.5 In the event of fraudulent use of a personal ticket, it shall be blocked for 2 months.
- 23.6 We urge you to always observe the safety of yourself and others.
- 23.7 You must follow the instructions of SnowWorld staff at all times.
- 23.8 It is not permitted to stand still in the middle of the piste or otherwise block the piste without needing to do so. If you want to stand still on the piste, choose the sides.
- 23.9 Only experienced users may use the lifts. It is forbidden to get on or off the lifts other than at their starting or end point.
- 23.10 Any user of the piste who climbs or descends on foot may only do so on the side of the piste.
- 23.11 Adults are responsible for adequate supervision of the children they have brought to SnowWorld, with due observance of the provisions of Article 23.1.
- 23.12 Wearing a helmet on the piste is mandatory. The helmet must comply with the European EN 1077 standard, whereby the user must be able to demonstrate that the helmet meets the relevant requirements.
- 23.13 Wearing gloves on the piste is mandatory.
- 23.14 Bags, in whatever form, are not allowed on the piste.
- 23.15 The consumption of food and/or drink on the piste is not permitted.
- 23.16 Taking out skiing and snowboarding equipment owned by SnowWorld shall be regarded as theft and will be reported to the police. SnowWorld reserves the right to check bags and jackets for contents.

- 23.17 You must have removed your belongings from the rental area before closing time.
- 23.18 It is not permitted to give lessons on the piste on your own.
- 23.19 It is not permitted to access the piste while wearing normal shoes.
- 23.20 Overtaking is allowed, provided that it is at a distance which does not in any way restrict the movement of the overtaken person. Piste users coming from behind must choose their tracks in such a way that they do not endanger users in front of them.
- 23.21 Tobogganing, airboarding and tube gliding are permitted on a designated area of the piste, provided they are supervised by an instructor appointed by SnowWorld.
- 23.22 Every user of the piste must be able to stop or swerve in time at all times. Users need to adapt their speed to their skills, the condition of the piste, as well as to the business of the piste.
- 23.23 It is not permitted to stay on the piste without necessity in narrow or busy places. Piste users who have crashed should vacate the area as soon as possible.
- 23.24 The use of some pistes is only allowed for practiced/experienced users. Every user must comply with the local instructions on the piste. SnowWorld reserves the right to deny users who are insufficiently practised/experienced access to (one of) the piste(s).
- 23.25 SnowWorld reserves the right to deny users access to any part of the piste(s) at any time.

#### **Article 24. Hotel house regulations**

In addition to the general house rules of Articles 19 to 22, the house rules contained in this article apply specifically to the areas where hotel facilities are offered. Anyone entering this area automatically and unconditionally submits to the provisions of this article.

- 24.1 It is not permitted to bring skiing and/or snowboarding equipment into your hotel room. Special lockers are available at the hotel reception for the storage of ski and/or snowboard equipment.
- 24.2 It is not permitted to place objects outside your hotel room.
- 24.3 In order to prevent theft, we ask you to observe the following points:
- Close the entrance door to your hotel room when you are not present.
  - Store valuables in the safe in your hotel room.
- 24.4 Pets are allowed in hotel rooms with SnowWorld's express permission. The owner of the pet shall be held responsible for the actions of its pet. Any extra cleaning costs resulting from keeping a pet in the room shall be charged to the guest.
- 24.5 It is not permitted to stay in the hotel room with more than the number of people indicated in the reservation.
- 24.6 You must check out before 11:00 at our hotel reception (unless explicitly agreed otherwise).
- 24.7 Smoking and the use of candles, tea lights or incense is not permitted in the entire hotel. It is also not permitted to cover or remove smoke detectors in the room or suite. In case of violation of this prohibition, SnowWorld will charge you a fine of €150.00, increased - where applicable - with costs for additional cleaning work and/or for the room or suite being unrentable for the following night or nights. If the fire alarm is activated due to smoking in the room, the fire brigade's call-out costs of €100.00 will be charged as additional costs

#### **Article 25. House regulations for outdoor activities**

In addition to the general house rules of Articles 19 to 22, the house rules contained in this article apply specifically to the rooms where outdoor facilities are offered. Anyone entering this area automatically and unconditionally submits to the provisions of this article.

- 25.1 The climbing park is open to children from 6 years of age with a minimum height of 1.20 metres and under the supervision of a climbing adult. The climbing park is freely accessible to anyone above 1.40 metres in height. The maximum weight of visitors is 120 kg.
- 25.2 Every visitor to the climbing park must have watched the instruction film before entering the park.
- 25.3 Visitors to the climbing park are provided with a safety belt and a helmet before entering the park. It is compulsory to wear this. Wearing one's own safety belt or helmet is not permitted.
- 25.4 Wearing fixed (sporty) footwear is compulsory. Sandals or flip-flops are not permitted.
- 25.5 Trousers and/or coat pockets must be emptied before entering the SnowWorld outdoor park. When issuing equipment, we provide lockers in which you can store your personal belongings for a fee of €2.00.
- 25.6 We advise people with long hair to tie it back before entering the SnowWorld outdoor park.
- 25.7 Visitors are not allowed to disconnect the life-line themselves.
- 25.8 It is not permitted to enter the SnowWorld outdoor park after consuming alcoholic beverages.
- 25.9 It is permitted for children from 3 years of age to use the alpine coaster. Children under the age of 8 may only use the alpine coaster when accompanied by a visitor who is eight years of age or older, provided they have been made familiar with the course and received permission from an adult to use the course individually.
- 25.10 Wearing the safety belt while using the alpine coaster is mandatory.
- 25.11 Every user of the alpine coaster must keep a minimum distance of 25 metres from the user in front. This should be at least 50 metres in bad weather conditions.
- 25.12 During a ride in the alpine coaster it is not permitted to stand still, except in an emergency.

#### **Article 26. House regulations for skydiving**

In addition to the general house rules of Articles 19 to 22, the house rules contained in this article apply specifically to the rooms where skydiving activities are offered. Anyone entering this area automatically and unconditionally submits to the provisions of this article.

- 26.1 The guest has expressly understood and agrees that it is aware that indoor skydiving and everything it entails, may involve health risks and may result in damage to property and/or physical injury.
- 26.2 Wearing protective clothing during the stay in the wind tunnel is mandatory.
- 26.3 It is strictly forbidden, under penalty of removal, to bring beverages, sweets, food and/or cigarettes into the wind tunnel. Sharp and/or loose objects, including telephones, cameras, keys and jewellery, may not be carried or worn in the wind tunnel.

#### **Article 27. House regulations for indoor karting**

In addition to the general house rules of Articles 19 to 22, the house rules contained in this article apply specifically to the areas where indoor karting is offered. Anyone entering this area automatically and unconditionally submits to the provisions of this article.

- 27.1 Children younger than ten (10) years of age or smaller than 1.40 metres are not permitted access to the track, unless this is done on the basis of a prior written statement as referred to below. Children under the aforementioned age, who enter the track under the supervision of the parent(s)/legal representative(s), do so at the express risk of the parent(s)/legal representative(s), whereby the parent(s)/legal representative(s) must sign a special declaration (a waiver) for this purpose before SnowWorld grants permission.
- 27.2 Under penalty of removal and/or other measures to be taken by SnowWorld, guests are strictly prohibited from bringing their own drinks, sweets, food and/or smoking equipment onto the track. Sharp objects, including keys, may also not be carried.
- 27.3 The number of persons admitted to the track shall be determined by SnowWorld's management or its authorised representative.
- 27.4 The guest is prohibited from entering the track without the obligatory equipment mentioned in the following paragraph.
- 27.5 Wearing protective clothing, including a balaclava (own, rental or purchase) is compulsory at all times during your stay on the track. Wearing a helmet is compulsory at all times for ice karting.
- 27.6 The guest is obliged to keep an eye on the agreed time of stay. The time during which the guest is entitled to stay on the track is referred to as heat. In principle, one heat lasts as indicated in the documentation in force at the time. However, this time or the duration of the heat shall always be determined by SnowWorld in a binding manner and, under circumstances, SnowWorld may deviate from this at its discretion.

- 27.7 No rights can be derived from the start time of a heat, the start time is only a guide time.
- 27.8 Prior to participating in a heat or stay on the track, the guest is obliged to follow the instructions organised by SnowWorld. If the guest fails to do so, the guest may be excluded from participation by SnowWorld.
- 27.9 The guest is obliged to give a correct presentation and answer relevant questions truthfully.

#### **Article 28. House regulations for Adventure Valley**

In addition to the general house rules of Articles 19 to 22, the house rules contained in this article apply specifically to the areas where climbing facilities are offered in any form whatsoever. Anyone entering this area automatically and unconditionally submits to the provisions of this article.

- 28.1 Climbing must be registered on location, so that the person automatically and unconditionally submits to the applicable climbing regulations on location. Consisting but not limited to the following rules:
- 28.2 If in doubt, SnowWorld staff may ask for experience to be demonstrated in a practical manner.
- 28.3 Independent climbing and/or securing is only permitted if you have gained such experience by following a climbing course that this can be carried out in a responsible manner and according to the guidelines of the Dutch Climbing and Mountain Sports Association. A poster with text and explanation regarding these guidelines hangs in the climbing hall.
- 28.4 Binding is done with a "figure eight bend".
- 28.5 The climber is secured from a standing position. For safety, keep your attention on the climber and don't get distracted. Securing from other positions is not permitted.
- 28.6 It is not permitted to give instructions within the climbing hall if you do not have an instructor's diploma recognised by the Dutch Climbing and Mountain Sports Association. Permission to give instructions must always be obtained in advance from the bar. This is for insurance reasons. o "Soloing" is forbidden at all times. A climber is regarded as a soloist if its feet are more than 1 metre from the floor, while the climber is not secured.
- 28.7 Individuals without a climbing partner are allowed to climb in the boulder pen or through the top pass system. The boulder fee is calculated for this. Children up to 11 years old may only climb under the supervision of an experienced adult climber. At the top pass under adult supervision.
- 28.8 Children between the ages of 12 and 15 may only climb independently after written permission from the parents/caretakers and provided that it can be demonstrated by means of a certificate that the climber has followed a course at SnowWorld.
- 28.9 Climbing with (sports) shoes is permitted provided that they are free of street dirt.
- 28.10 Own climbing materials must have a CE-inspection. When lowering, the sets must be clipped back into the overhanging routes
- 28.11 The climber knows the age of its materials and keeps track of when they need to be replaced.

#### **FINAL PROVISIONS**

##### **Article 29. Final provisions**

- 29.1 These general terms and conditions cancel all previous publications of general terms and conditions
- 29.2 These SnowWorld general terms and conditions can be read on the website [www.snowworld.com](http://www.snowworld.com). At the guest's request, a copy of these general terms and conditions shall be sent free of charge.
- 29.3 If these general terms and conditions have been declared applicable, as referred to in Article 2, Dutch law shall also apply unless determined otherwise on the basis of mandatory law.
- 29.4 These terms and conditions have been drawn up in Dutch. The Dutch version is available at [www.SnowWorld.com](http://www.SnowWorld.com). The English translations of these terms and conditions and the additional terms and conditions are for information purposes only. In the event of any difference in content, purport or interpretation, the Dutch version shall prevail.
- 29.5 Any disputes between the parties shall be exclusively submitted to a competent court.
- 29.6 The invalidity of one or more of the stipulations in these general terms and conditions does not affect the validity of all other stipulations. If a clause in these general terms and conditions proves to be invalid for any reason whatsoever, the parties shall be deemed to have agreed on a valid replacement clause that approximates the invalid clause in meaning and scope as closely as possible.
- 29.7 Any use of SnowWorld's name and logo is not permitted without SnowWorld's express permission. Obvious printing and typesetting errors do not bind SnowWorld.
- 29.8 The content of correspondence (including, but not limited to, e-mail messages and any attachments) is confidential and intended only for the addressee(s). Use, disclosure or further distribution of correspondence (including, but not limited to, e-mail messages and any attachments) is not permitted without written permission from SnowWorld. If you are not the addressee, SnowWorld requests the recipient to inform SnowWorld of this and to destroy the correspondence (including, but not limited to, e-mail messages and any attachments). SnowWorld is not liable for damage caused by incomplete or incorrect information in or transmission of e-mail messages and any attachments.