

## Terms and Conditions of the 62<sup>nd</sup> WASC 2022 in Lenzerheide

Thank you for your interest as well as your trust. The following General Terms and Conditions apply to all services booked through the organizer of the World Airlines Ski Championships (hereinafter referred to as WASC) 2022 in Lenzerheide.

### 1. conclusion of contract

#### 1.1. Registration:

With the confirmation of the booking made by the Team Captain, a contract is concluded between the Customer and WASC. These General Terms and Conditions shall apply to this contract. Payment for the booked services must be made in advance. With the payment of the invoice the Customer accepts the content of these terms and conditions

The Customer is responsible for the correct communication of the required data according to the master file to WASC. Likewise, it is the Customer's responsibility to check all data for completeness and correctness upon receipt of the invoice/confirmation. Any discrepancies must be reported to WASC immediately. Consequential costs arising from failure to report shall be borne by the Customer.

#### 1.2. Services provided by other organizers:

In the case of services that are not organized or provided by WASC, the General Terms and Conditions of Contract of the respective organizer shall apply.

### 2. terms of payment and prices:

#### 2.1. Payment Terms:

Payment of the invoice/confirmation must be made by January 31, 2021. After receiving the payment, the booking is confirmed.

#### 2.2. price changes:

WASC reserves the right to correct prices in the following cases:

- Price changes of services not provided by WASC.
- New or increased government levies or fees (e.g. value added tax).
- Obvious printing and publication errors

### 3. Validity of booked services:

The booked services are only valid during the 62<sup>nd</sup> WASC in Lenzerheide. Rebookings, additional bookings or name changes are possible, but may result in additional administrative costs. Failure to use individual services will result in the loss of entitlement to the service or in a recalculation of the service. This may be higher.

### 4. Postponements of the services:

Due to any last-minute changes in the program, WASC recommends regularly checking the schedule on the website. Missed program points will result in the loss of the entitlement to benefits. Any additional costs will be borne by the customer.

### 5. Name changes:

Name changes of the customer must be made in writing with the complete details of the new person via the team captain.

A rebooking fee of CHF 50.00 will be charged for changes of data until March 6, 2022. From March 7 onwards, a rebooking fee of CHF 100.00 will be charged, as the documents have to be reissued.

## **6. cancellation regulations:**

### **6.1. General provisions:**

In case of cancellation by January 31, 2022, the full amount will be refunded. In case of cancellation until February 20, 2022, 50% of the amount paid will be refunded. In case of cancellation after February 21, 2021, there will be no refund.

### **6.2. Early Return Trip/Trip Cancellation:**

If the customer cancels his trip or changes services during the trip, there is no right to a refund. In case of trip interruption or change of travel services, any additional costs shall be borne by the customer.

## **7. Delivery of the travel information:**

The travel information will be sent to the customer via the team captain by the end of February. The customer is obliged to check the documents for correctness and completeness.

## **8. Loss of vouchers/travel documents:**

Lost vouchers will not be replaced or refunded. WASC assumes no liability for the loss of travel documents or vouchers. Participation in the program points is nevertheless possible. Replacement vouchers must be purchased at the following rates:

Welcome Party: CHF 25

Pool Party: CHF 35

Final Formal Banquet: CHF 80

## **9. Travel Insurance:**

It is strongly recommended to take out travel insurance (cancellation costs and travel incidents). He/she confirms that he/she has sufficient private insurance coverage. The customer ensures that he/she is adequately insured for accidents and illnesses abroad. Important: WASC recommends that customers inform themselves about the General Insurance Conditions before departure.

## **10. Passport, visas, vaccinations:**

The Customer is responsible for compliance with individual passport, visa, customs, foreign exchange and vaccination regulations and for obtaining the necessary documents. WASC assumes no liability

## **11. Complaints:**

### **11.1. Complaints on site and remedy:**

Should the Customer have reason for complaints during the trip, these must be reported to WASC without delay. WASC shall endeavour to provide a remedy on site.

11.2. If no solution is found on site/after the return trip

If no remedy can be found on site, the Customer must draw up a written complaint and send it to WASC. This must be done within 30 days after the return trip. If these conditions are not met, all claims will be forfeited.

## **12. Liability:**

The liability of WASC is limited to the replacement value of the damaged object. This limitation does not apply to personal injury and not in the case of intent or gross negligence. Claims must be submitted in writing to WASC no later than 4 weeks after the end of the trip; otherwise, the claim is forfeited. All claims for damages shall become time-barred within 1 year after the termination of the trip.

12.1. Exclusions of liability:

WASC shall not be liable if the non-performance or improper performance of the contract is due to:

- failures on the part of the Customer
- unforeseeable or unpreventable failures of a third party not involved in the provision of the contracted services
- force majeure or an event which WASC or a service provider could not foresee or avert despite all due care.
- The WASC is therefore not liable for changes in the itinerary, weather conditions, official measures, delays by third parties and in the event of program changes.

## **13. Data protection:**

13.1. Your Data:

WASC requires various data from the Customers for the correct processing of the contract. WASC is subject to the Swiss Data Protection Act. WASC is obliged to keep your data safe and will use them without explicit consent exclusively for the 62nd WASC 2022 in Lenzerheide.

13.2. Transmission to service providers and authorities:

WASC will only forward your data to the extent that it is necessary for the processing of the contract with the service providers. Both WASC and the service providers may be obliged to forward data from you to authorities on the basis of statutory provisions or official orders. This applies to vacation apartment renters, hoteliers and transport companies.

13.3. Personal data requiring special protection:

Depending on the services booked, WASC may have to collect particularly sensitive personal data. For example, religious affiliation or allergies can be inferred based on a catering request. Such data will only be forwarded to service providers for the correct fulfilment of the contract. By providing WASC with such information, you expressly authorize WASC to use such information in accordance with this provision.

13.4. Enforcement of Rights:

WASC reserves the right to disclose your information to authorities and third parties for the enforcement of WASC's legitimate interests. The same applies in case of suspicion of a criminal offense.

13.5. Questions about data protection:

If you have any questions about data protection or would like to inspect the data stored by us, please contact Sabina Vögeli (sabina@tennisbuero3.ch).

**14. Place of jurisdiction:**

In the relationship between the Customer and GTS, Swiss law shall be exclusively applicable. Legal action against WASC can only be taken in the municipality of Vaz/Obervaz.

October 2021