

# SKISTAR AB GENERAL BOOKING TERMS 2023:08

SkiStar's general booking terms apply between SkiStar, and the person who enters into an agreement with SkiStar ("the Guest") as stated in the Confirmation. The agreement applies to the purchase of an Arrangement or SkiStar All Year.

## DEFINITIONS

For the purposes of these General Booking Terms:

**Subscriber:** Natural person who enters into an agreement with SkiStar for the purchase of SkiStar All Year.

**Activity:** All activities offered by SkiStar, such as ski/bike school, climbing park, swimming, flow ride, trampolining, spa treatments, mountain coaster, mountain tube, bungee rocket, one or more day camps (e.g. Valle's Kids Club) and childcare.

**Activity Pass:** A personal pass that provides access to SkiStar's at all times selected Activities that do not require a special reservation, such as mountain coaster, mountain tube and SummerSki.

**Activity Insurance:** Insurance arranged by SkiStar via ERV for skiing and cycling, Activities arranged by SkiStar and Sports Equipment related to these. See full insurance terms and conditions at [https://www.skistar.com/sv/myskistar/allman-bokningsinformation/forsakringar\\_erv/](https://www.skistar.com/sv/myskistar/allman-bokningsinformation/forsakringar_erv/).

**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, Hotel room, travel and SkiPass and/or other Activities, or a combination of these. SkiStar All Year is not included in the Arrangement.

**Organiser:** SkiStar

**Cancellation Insurance:** Insurance arranged by SkiStar via ERV when booking Arrangements. See full insurance conditions at <https://www.skistar.com/en/myskistar/general-booking-information/insurances-europeiska-erv/>.

**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.

**Payment Service:** A payment service through a third-party provider designated by SkiStar, such as Klarna and Swish, is offered as an alternative to the Guest's payment to SkiStar during the booking flow.

**Service Disruptions:** Incidents that occur outside of SkiStar's control, such as power outages, excessive winds, landslides, fog, rain, government actions, epidemics/pandemics and similar infectious diseases, and other comparable circumstances that SkiStar could not foresee at the time of sale of the SkiPass or whose consequences SkiStar could not avoid.

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

**First Day of Validity:** The day on which the relevant part of the Package, such as SkiPass, Activity, rental of Sports Equipment and additional products (linen, final cleaning, children's cot, children's high chair, etc.), is put into use according to what is listed in the Confirmation. For SkiStar All, the First Day of Validity means the opening date of the destination that first opened according to the information on skistar.com together with what is stated in the Confirmation. For SkiStar All Year, the First Day of Validity refers to the start date for the Subscription that the Subscriber themselves chooses when entering into the agreement, as shown in the Confirmation.

**Guest:** Any person entering into an agreement with SkiStar as specified in the Booking Confirmation.

**Hotel rooms:** Rooms for lodging without cooking facilities.

**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:** Any person named in the booking as a participant in the Arrangement alongside the Guest, as specified in the Booking

Confirmation, where applicable.

**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. In order to constitute a Package Tour, the products in the Arrangement must have been booked at the same time or within 24 hours as defined in the Package Tour Act.

**SkiPass:** Personal lift pass (incl. travel pass / lift pass / trail pass / bike pass and similar names) in other words a pass allowing travel by lift and in the part of the SkiStar area designated for alpine skiing, including summer ski and the cross-country and trail arenas.

**SkiPass validity period:** Calculated from the First Day of Validity of the SkiPass up to and including the time/day indicated at the time of booking as stated in the Confirmation. For SkiStar All, the period of validity is calculated from the First Day of Validity to the stated Closing Date of the destination with the longest opening according to the information on skistar.com and as indicated in the Confirmation. For SkiStar All Year, the validity period is twelve months from and including the start date that the Subscriber chooses as part of the agreement and as stated in the Confirmation, or the corresponding date in case of extension in a new twelve-month period.

**SkiStar:** SkiStar AB, reg. no 556093-6949, 780 91 Sälen, VATNO SE556093694901, or, if your booking is for Hammarbybacken, Hammarbybacken AB, reg. no 556650-2570, 780 91 Sälen, VATNO SE556650257001. Tel: 0280-880 50, e-mail: [skistar@skistar.com](mailto:skistar@skistar.com), website: <https://www.skistar.com/sv/>.

**SkiStar All:** SkiPass valid for one summer or winter season at all SkiStar Group destinations.

**SkiStar All Year:** Or "Subscription". Annual SkiPass Subscription valid at all SkiStar Group destinations. Offers and opening hours vary throughout the year, see <https://www.skistar.com/en/winter/skipass/skistar-all-year/>.

**SLAO:** Svenska Skidanläggningsars Organisation, website: <https://www.slaao.se/>.

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

**Security Cover:** The Security Cover contains two separate elements: firstly, a right to cancel the Subscription agreed with SkiStar, and secondly, Activity Insurance for the Subscriber provided by ERV (see definition of "Activity Insurance"). See terms and conditions below in paragraph 8 and further information on the Security Cover at <https://www.skistar.com/en/winter/skipass/skistar-all-year/security-cover/>.

**Swish:** Getswish AB, reg. no. 556913-7382, Vattugatan 2, 111 52 Stockholm.

**Outward Journey:** The time of departure indicated on the Confirmation or the travel document.

## 1 THE AGREEMENT ETC.

As the Organiser, SkiStar is responsible to the Guest for what the latter has ordered under 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. SkiStar operates in accordance with the established Code of Conduct, which can be found at [here](#).

SkiStar is bound by information in catalogues, brochures and on the SkiStar website, however this information may be changed before an agreement is entered into if the Guest has been duly informed about the change. SkiStar reserves the right to make

any printing or correction errors. Both before and after the agreement is concluded, SkiStar may make minor changes to the Arrangement. In this case, SkiStar shall inform the Guest.

Please refer as well to the current SLAO regulations, including the skiing and cycling rules in the SLAO Little Yellow and SLAO Little Green, which can be found on the [SLAO website](https://www.slaao.se/fakta/utforsakarens-trafikregler/), <https://www.slaao.se/fakta/utforsakarens-trafikregler/>. Both the skiing and cycling rules and other applicable industry regulations issued by SLAO form part of the agreement between SkiStar and the Guest/ Travelling Companion/Subscriber. These rules also apply to summer skiing. In the event of conflict between SLAO's skiing and cycling rules, other industry regulations and these general booking terms, these general booking terms shall take precedence.

As the Tour Operator, SkiStar is responsible for ensuring that:

- The Guest receives a written Booking Confirmation and other necessary documents, such as rules of conduct, general industry regulations issued by the SLAO, including skiing rules (see link above), etc.
- Information is provided about the method of payment and where to collect keys, and 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 rules applying to passports and visas for countries within the EEA.

It is the responsibility of the Guest to ensure that SkiStar is provided with the correct contact details of the Guest, including mobile number and e-mail address, as these details are necessary for SkiStar to provide Confirmation, check-in information etc.

## 2 WHEN THE GUEST'S BOOKING BECOMES BINDING AND 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 2.3. 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.

### 2.2 About the right of withdrawal

The Swedish Distance and Off-Premises Contracts Act (2005:59) gives the consumer the right to withdraw from the purchase (the right of withdrawal) within the first fourteen (14) days after the purchase has been made.

Guests wishing to cancel their purchase should use the SkiStar cancellation form, available [here](#). The Consumer Agency also has a standard form that can be used to exercise the right of withdrawal ([link](#)). However, SkiStar recommends that the Guest contacts SkiStar directly to deal with this matter. In

the event that the Guest has the right to cancel their purchase, SkiStar will refund the amount paid by the Guest for the product.

In accordance with the provisions of the law, the right of withdrawal does not apply to: Package tours, lodging, transportation of people, rental of Sports Equipment or purchase of an Activity provided on a specific day or during a specific period of time. However, SkiPass, Activities and rental of Sports Equipment can still be cancelled up to the day before the First Day of Validity, see 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.

### 2.3 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 for online purchases is handled through the Payment Service chosen by the Guest, such as Klarna Checkout. The payment options presented are determined by the Payment Service Providers designated by SkiStar and, for example, in the case of Klarna, depend on the creditworthiness and place of residence of the Guest. By using a particular Payment Service, the Guest accepts the terms and conditions of the relevant Payment Service Provider, such as in Klarna Checkout where the Guest accepts Klarna's terms and conditions. The Guest must be at least 18 years of age to use Klarna Checkout.

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

The Guest can choose to pay for all or part of the Arrangement with a SkiStar gift voucher. If the total cost exceeds the value of the Guest's gift voucher, the Guest may choose other means of payment for the difference before making the purchase. The gift voucher cannot be exchanged for cash.

### 2.4 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). The payment deadline is stated in these terms, unless a special agreement has been made between the Guest and the Payment Service Provider, such as when choosing, for example, payment against an invoice in Klarna Checkout. See paragraph 2.3.

## 3 CANCELLATION AND REBOOKING

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

The Guest can cancel verbally or in writing to SkiStar or to the place that received 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/trip

The Guest may cancel accommodation and/or travel, in which case the following will apply:

- For accommodation and/or travel cancelled 42 days or more before Arrival, SkiStar will charge a cancellation fee equivalent to the Booking 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 Booking of lodging/travel

Cancellation insurance is required to rebook lodging and/or travel (see more under Section 4).

### 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, 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 SkiPass can be found further under paragraph 7.3.

### 3.5 Specifics on 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 Section 14.

## 4 SPECIAL CONDITIONS FOR GUEST WITH CANCELLATION INSURANCE

**These provisions apply to the Europeiska ERV Cancellation Insurance and are not exhaustive, see full insurance conditions on skistar.com.** The provisions of this paragraph 4 are supplementary to the full 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 insurance terms and conditions shall prevail. The supervisory authority is the Swedish Financial Supervisory Authority.

### 4.1 Definitions relating to Cancellation Insurance only

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

**Europeiska ERV:** Europæiske 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 Purchase of Cancellation Insurance

Guests can buy Cancellation Insurance for

accommodation/other Arrangements, which entitles them to cancel the Arrangement up to the check-out date in the event of illness or another serious incident. Please note that Guests booking several properties must take out insurance for each property. Cancellation Insurance can only be taken out before making the first payment and cannot be cancelled or refunded. The insurance premium is to be paid in accordance with the provisions of paragraph 2.3.

### 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, or for Hotel rooms 7 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, or for Hotel rooms 6 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, or for Hotel rooms 6 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, or for Hotel rooms 7 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, or for Hotel rooms 6 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:

- i) a Close relative or Travelling Companion suffers acute illness, an accident or death,
- ii) being drafted into the armed services or civil defence unit,
- iii) initiation of divorce proceedings,
- iv) suffering fire, water damage or break-in at home or business,
- v) redundancy (excluding notice), or
- vi) unforeseen breakdown while travelling by car, train or bus to the destination, preventing the Guest from using 25%, or at least 24 hours, of the Arrangement.

### 4.5 Cancellation during stay – ruined 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:

- i) suffers an acute illness, an accident or death,
- ii) must cancel the trip due to being called home,
- iii) 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 Rebooking

Guests who take out Cancellation Insurance are entitled to re-book their lodging up to 21 days, and for Hotel rooms up to 7 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 3.1.

#### 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 IN THE CONTENT AND COSTS OF THE ARRANGEMENT

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 stated at the time of booking is provisional. If the final Departure 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 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 7.

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 Specifics on unspecified lodging

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 GUEST'S RIGHTS AND OBLIGATIONS, ETC.

#### 7.1 Rights of the Guest in case of non-completion of the Arrangement

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 must notify SkiStar as soon as possible. The Guest must notify SkiStar without undue delay during the stay of any faults that occur during the stay so that SkiStar has a chance to rectify them. If the Guest has not notified the relevant staff on site of errors and deficiencies and SkiStar has thus not been given the opportunity to assist, the Guest is not entitled to a price reduction or compensation in accordance with practice and the booking terms.

#### 7.2 Right to remedy, price reduction and damages

If the Arrangement is not provided in accordance with the agreement, SkiStar must rectify the defect within a reasonable time. However, SkiStar is not responsible for rectifying defects if it is impossible or if the cost of rectification would be disproportionate. If SkiStar fails to rectify the defect, the Guest may be entitled to a discount and/or compensation.

The Guest is not entitled to a discount and/or compensation for defects during the stay (including, but not limited to, Service Disruptions) or cancellation of the trip by SkiStar if SkiStar can prove that the trip could not have gone ahead or that the defect was caused by impediments or circumstances beyond SkiStar's control, which SkiStar could not reasonably have anticipated when entering into the agreement and the consequences of which SkiStar could not reasonably have avoided or overcome, such as temporary loss of IT services, TV signal, water or energy supply.

Compensation for any claims for damage covered by the provisions of the Swedish Maritime Act, the Air Traffic Act, the Railway Act or other transport laws will be limited to the amounts indicated in those laws at the time the damage occurred.

It is the responsibility of the Guest to limit any damage as far as possible.

#### 7.3 Specifics on 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 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 facility's normal level of availability.

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 because SkiStar All can be used at all SkiStar destinations in the country where the Guest has purchased the season pass.

However, in the event of limited availability at the facility, or Service Disruptions, which means that the SkiPass could not be used due to the need to temporarily close lifts and descents for safety reasons, the Guest is not entitled to a discount. Examples of safety reasons that may lead to closure include avalanche hazard, snow production, or the risk of a lift becoming unsafe if it is not repaired or maintained immediately, provided that such snow production, repair or maintenance cannot be postponed until another time.

This point 7.3 does not apply to SkiStar All Year; see Section 8.5 instead.

#### 7.4 Specifics on Activities and Activity Passes

Guests and Travelling Companions must comply with the safety rules issued by SkiStar on site for a particular Activity. The Guest who books the Activity for Travelling Companions is responsible for ensuring that they are also aware of and comply with those safety rules.

Full information about the safety rules applying to each Activity is provided in the on-site information/signs and at <https://www.skistar.com/en/aktiviteter/>.

The provisions of section 7.3 concerning limited availability for safety reasons and price discounts in case of Service Disruptions shall be applied in the corresponding manner also for Activity Passes.

#### 7.5 Specifics on rental of Sports Equipment

Guests are required to show ID when collecting hired Sports Equipment, and to pay 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 must be returned in a clean state. All Sports Equipment must be returned by 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 conditions for taking out Activity Insurance). A medical certificate and ERV's Activity Insurance (not valid for children 0-6 years) are required for refunds in case of cancellation during the rental period due to illness or injury.

#### 7.6 The Guest's right to transfer the contract

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 that the exchange of traveller must be approved by the transport company or another company used by SkiStar. Guests must notify the change at least five (5) days before the Outward Journey or Departure. In the event of changes to bookings, SkiStar is entitled to charge a reasonable fee for the cost, and be able to show how the cost was calculated. If the agreement is transferred, the transferor and the transferee are jointly and severally liable to SkiStar for the outstanding balance of the Arrangement and for any additional costs that may arise as a result of the transfer.

#### 7.7 Obligations of the Guest, 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 members of the group staying in the accommodation must be aged 18 or over. Guests must satisfy the age requirement for entry to the accommodation. Identification will be checked. If the Guest does not satisfy the age requirement on entering the accommodation, the cancellation rules in paragraph 3 apply. The age limit does not apply to children accompanied by a guardian. When booking accommodation, a bed is obligatory for children over

three years of age.

Exceptions to the above rules may be made for organised groups and travel parties by agreement with SkiStar.

Guests can find up-to-date check-in and check-out information by logging into My Page at <https://www.skistar.com/en/> or the SkiStars App.

The Guest/Subscriber and all Co-Travellers must comply with the rules of order, safety conditions, instructions and regulations communicated to the Guest/Subscriber regarding travel, lodging and other products/services covered by the Arrangement/Subscription, as well as the general industry regulations communicated by SLAO, including skiing regulations (see link in point 1). Such instructions include, for example, instructions given on site regarding open/closed slopes, the opening hours of the facility, special rules for e.g. night skiing and safety conditions for skiing/cycling and the respective Activity. SkiStar is not liable for any damage caused by the Guest's/Subscriber's actions in violation of such instructions, e.g. skiing outside marked slopes or violation of safety conditions.

**Special conditions regarding skiing/cycling etc. outside prepared and secured slopes**

SkiStar's alpine range (including snowboarding, cycling etc.) and SkiStar's range of other Activities only cover the geographical area that SkiStar has calculated for the activity. The alpine range includes, for example, only the bottom area, lifts and secured and groomed slopes. SkiStar has no responsibility for skiing/cycling etc. outside secured and groomed slopes, which is associated with a high risk of injury and is not recommended.

Between 11 pm and 7 am, Guests and all Travelling Companions must show the greatest consideration and avoid disturbing other guests. Guests must also show respect for each other at all other times of day. Disturbances will be dealt with in consultation with the concierge. Guests will be fined for the disturbance regardless of the time of day. The fine is SEK 1 500-SEK 5 000 per disturbance, depending on its nature and severity. This is assessed in consultation with the concierge. Hotels may have different codes of conduct and Guests will be notified of these when they check in. The Guest is fully responsible for any damage to the lodging and its furniture. Any damage to the lodging or its furnishings will be charged to the Guest. 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 cleaning has not been booked before Departure, the Guest shall clean the property before Departure in accordance with the cleaning instructions. If this is not observed, or the accommodation is otherwise not vacated in time for Departure, SkiStar will charge a fee from NOK 1,500, depending on the size of the accommodation. 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.

In the case of accommodation in a cabin/apartment, the Guest is responsible for snow shovelling and/or anti-slip measures in connection with the lodging

during the entire period of stay. Guests may only charge electric vehicles at the designated charging point. Violation will be punished with regard to the risk of fire, in which case SkiStar will charge the Guest a fee of SEK 5,000. SkiStar has the right to disconnect the Guest's charging cable if it is used for charging an electric vehicle at a location other than the designated charging location.

All keys and/or key cards to the lodging must be handed over upon Departure, otherwise a fee of 2 000 SEK for lock change and/or lock re-coding and 200 SEK for lost key card will be charged.

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. However, the Guest is responsible for observing the necessary formalities for the completion of the trip. For information see <https://www.skistar.com/en/myskistar/general-booking-information/passports-visas-toll/> or contact SkiStar on 0771 84 00 00.

SkiStars gift cards may not be used in marketing or competitions.

In case of late payment, a reminder fee of SEK 60 is payable. In the event that collection measures need to be taken, late payment interest according to the Interest Act and collection fees according to law will also be applied.

## 8 SPECIFICS ABOUT SKISTAR ALL YEAR

What is stated in this paragraph 8 applies to SkiStar All Year instead of what is stated about the purchase of SkiPass etc. in paragraphs 2 and 3.

In order to be entitled to subscribe to SkiStar All Year, the Subscriber must:

- i) has reached the age of 18,
- ii) is a member of SkiStar's customer club SkiStar Member, and
- iii) has not previously been suspended from one or more of SkiStar's facilities.

Individuals under the age of 18 may subscribe through their legal guardian. The Guardian then acts as the Subscriber in accordance with the provisions of this paragraph 8.

The Subscription is personal and cannot be transferred to another person.

Upon conclusion of the Subscription agreement, the Subscriber is obliged to provide SkiStar with a recognisable facial image of the natural person holding the Subscription. The Subscriber specifies the desired First Day of Validity of the Subscription at the time of purchase. The conclusion of the Subscription agreement applies to both SkiStar and the Subscriber as soon as the Subscriber accepts the payment terms through Klarna Checkout, even if the Subscriber does not complete the transaction to Klarna directly, and SkiStar has accepted the booking through a Confirmation. It is the Subscriber's responsibility to verify that the information in the Confirmation is correct and to ensure that the First Day of Validity is correct.

### 8.1 Subscription period and termination

Subscriptions are taken out for a period of twelve (12) months at a time and are valid from the start date of

the Subscriber's selection. The Subscriber has the option to bring forward the Subscription start date on one (1) occasion. The start date cannot be postponed.

The Subscription may be terminated by the Subscriber at any time and will then expire at the end of the twelve-month period. Such notice must, however, be given at least 21 days before the end of the twelve-month period. For the convenience of the Subscriber, the Subscriber will be notified at least 42 days before the end of the twelve-month period that the Subscription will be renewed for a further twelve-month period if the Subscriber does not cancel the Subscription at least 21 days before the end of the current twelve-month period.

Termination of the Subscription can be done either in writing by e-mail to SkiStar (see contact details in the definition list above) or via "my page" on skistar.com. In the event of termination by e-mail, the Subscriber must provide the name, social security number and e-mail address of the natural person holding the Subscription in order for SkiStar to be able to verify this.

### 8.2 Subscription fee and payment

The total cost for the twelve-month period, as well as the cost of the SkiPass card and Security Cover, if any, will be shown when the Subscriber enters into the Subscription Agreement. The Subscription Fee shall be paid by the Subscriber monthly in advance by an equal amount each month via the selected payment option through Klarna Checkout. The payment options presented are decided by Klarna and depend on the Subscriber's creditworthiness and place of residence. By using Klarna Checkout, the Subscriber agrees to Klarna's terms and conditions. The first monthly payment and any costs for the SkiPass card and Security Cover are payable at the time the Subscription is taken out. The remaining monthly payments are due after the Subscription start date. In the event of renewal of the Security Cover (see paragraph 8.3), the cost of the Security Cover will be paid at the time of the first monthly payment for the new twelve-month period (subscription period).

In case of late payment, a reminder fee of SEK 60 will be charged. In the event that collection measures need to be taken, interest on arrears in accordance with the Interest Act and collection fees in accordance with the law will also be applied. SkiStar has the right to immediately block the Subscription in the event of non-payment.

The use of any discount can only be made at the time of Subscription.

In case of payment from abroad, the Subscriber shall pay transaction costs (e.g. transaction, currency and bank charges) in the home country and in Sweden. SkiStar shall receive the agreed price in the currency stated on the Confirmation or stated at the time of conclusion of the agreement. The Subscription cannot be paid in full or in part with gift cards or Member bonus points.

SkiStar has the right to adjust the price of the Subscription at the beginning of a new twelve-month period (Subscription Period). The Subscriber will be informed of any such price adjustment at least 42 days before the end of the current Subscription period. Subscriber who does not wish to accept the price adjustment has the right to terminate the Subscription as set out in paragraph 8.1 above.

### 8.3 The Security Cover

The Security Cover contains two separate elements: firstly, a right to pause the Subscription agreed with SkiStar, and secondly, Activity Insurance for the Subscriber provided by ERV (see definition of "Activity Insurance"). See terms and conditions below in this paragraph and further information on the Security Cover at <https://www.skistar.com/en/winter/skipass/skistar->

The Security Cover is subscribed for a period of twelve (12) months at a time and is valid from the start date that the Subscriber chooses for the Subscription. The Security Cover is renewed at the Subscription's possible extension in a new twelve-month period, unless the Subscriber actively chooses to cancel the Security Cover (see point 8.1).

The Subscriber who has taken out Security Protection has the right to pause the Subscription if the conditions set out below are met. Pause means that the Subscriber does not have to pay the Subscription fee during the time the Subscription is paused. However, the pause does not imply an extension of the contract period corresponding to the period of the Subscription break. The Subscription can only be paused for future month(s), meaning that SkiStar will not refund any Subscription fee already paid. The Security Cover will continue to apply during the paused period.

The decision to pause the Subscription is made by the European ERV on behalf of SkiStar and the notification should be made in the first instance at the following link: <https://www.erv.se/privat/anmal-skada/>. For the sake of clarity, it is noted that the ERV, upon agreement and clear instructions from SkiStar, only assesses whether the conditions for pausing the Subscription with SkiStar are met and is therefore not the owner or responsible for the right provided by SkiStar to pause the Subscription.

The right to pause the Subscription exists if the Subscriber suffers an acute illness, accident or death of himself or a close relative which prevents the Subscriber from using the Subscription for more than 14 consecutive days during the month in which the suspension is to take place. A close relative is defined as a 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.

Acute illness or accident means a sudden and unexpected substantial deterioration in the Subscriber's state of health. The illness/accident must have occurred after the Subscription was taken out. The Subscriber is obliged to make a notification within a reasonable time after the accident or illness has occurred.

The application must be accompanied by a dated medical certificate containing the following information:

- i) Diagnosis.
- ii) Information about when the diagnosis was made.
- iii) Advice from a doctor to perform the activities for which the Subscription is intended.

The break is made in accordance with the first medical certificate received. If the break is to be extended thereafter, the Subscriber must submit a new medical certificate. In the event of death, a death certificate is required for cancellation of the Subscription.

The rules on reimbursement in case of personal injury according to the SLAO industry regulations (see link in Section 1) do not apply to the Subscriber, given that SkiStar offers the Subscriber to subscribe to the Security Cover.

#### **8.4 Right to cancel the purchase of SkiStar All Year and Security Cover**

In accordance with provisions of the Swedish Right of Withdrawal Act (lag (2005:59) om distansavtal och avtal utanför affärslokaler), the Subscriber who does not intend to use the Subscription and Security Protection must notify SkiStar that they wish to withdraw from the agreement no later than 14 days after the agreement was concluded and before the

Subscription's First Day of Validity. If the Subscriber does not give such notice in time, the right of withdrawal is lost.

In addition to the above, the Subscriber has the right to cancel the purchase of a Subscription and Safety Protection and thus withdraw from the agreement up to days before the Subscription First Day of Validity subject to an administration fee of SEK 95.

From the First Day of Validity, it is not possible to withdraw from the agreement for the purchase of a Subscription and Security Cover. However, you can pause your Subscription if the Security Cover is purchased.

#### **8.5 Subscriber's rights and SkiStar's obligations**

SkiStar's destinations all have unique geographical locations with different conditions. In addition, the activities that SkiStar performs and which are offered a Subscriber who signs SkiStar All Year is seasonal. Therefore, the selection of each destination varies over the Subscription period. SkiStar undertakes to the Subscriber to ensure that SkiStar's Alpine Snow Guarantee and the Summer Guarantee are complied with. For more information about the SkiStar All Year offer and the dates that apply to each destinations' Alpine Snow Guarantee and summer guarantee, see the links in the paragraphs 9.1 and 9.2.

If SkiStar is unable to deliver according to these promised guarantees, the Subscriber is entitled to a price reduction corresponding to the part of the Subscription that could not be used. Interruption of service does not entitle to a refund of the Subscription fee. If the Subscriber has been unable to cross one or more country borders (Sweden, Norway) and thus has been unable to use SkiStar All Year at SkiStar's destinations abroad, the Subscriber cannot claim a price reduction or refund of SkiStar All Year when such travel restrictions or other reasons are beyond SkiStar's control. This is because SkiStar All Year can be used at all SkiStar destinations in the country where the Subscriber has purchased the Subscription.

### **9 SKI STAR ALPINE SNOW GUARANTEE AND SUMMER GUARANTEE**

#### **9.1 SkiStar's alpine snow guarantee**

If the booked destination does not meet the requirements of the SkiStar Alpine Snow Guarantee, the Guest may choose not to travel to the booked destination. The Guest will then be given the option to rebook to another destination or otherwise be refunded what has been paid for the Arrangement. If the Arrangement includes alpine skiing, the snow guarantee will lapse if the alpine skiing cannot be provided as described below. The snow guarantee does not apply to lifts or slopes that are temporarily closed, for example due to technical problems or bad weather. SkiStar's destinations all have unique geographical locations with different conditions. For more information and the dates of each destination's Alpine snow guarantee, see <https://www.skistar.com/en/inspiration/snow-and-grooming/snow-guarantee/>. Special cancellation and rebooking conditions, with the possibility of rebooking or cancelling with a full refund until Arrival, also apply during the pre-season, i.e. during the dates indicated on the aforementioned page until the date on which the snow guarantee comes into effect, see further information on the aforementioned page.

For the application of the SkiStar Alpine Snow Guarantee for the Subscriber, please see Section 8.

#### **9.2 SkiStar's Summer Guarantee**

If the booked destination does not meet the requirements of the SkiStar Summer Guarantee, the Guest may choose not to travel to the booked destination. The Guest will then be given the option to rebook to another destination or otherwise be refunded what has been paid for the Arrangement. If the Arrangement includes a SkiPass (which means

e.g. trail pass and bike pass, see definition above in the introduction), the summer guarantee expires if the SkiPass cannot be used as described below. The summer guarantee does not apply to lifts or trails that are temporarily closed, for example due to technical problems or bad weather. SkiStar's destinations all have unique geographical locations with different conditions. For more information and the dates of each destination's summer guarantee, see <https://www.skistar.com/en/inspiration/summer/summer-guarantee/>.

For the application of the SkiStar Summer Subscriber Guarantee, please see point 8.

### **10 WAR, NATURAL DISASTERS, STRIKES, ETC. (FORCE MAJEURE)**

Both parties have the right to withdraw from the contract if the Arrangement cannot be provided due to acts of war, natural disasters, labour disputes, prolonged interruptions in water or energy supply, fire, decisions by public authorities, epidemics/pandemics and other major disease outbreaks, or other similar circumstances beyond the control of the parties, which neither party could reasonably have foreseen or taken into account at the time the contract was concluded and whose consequences could not reasonably have been avoided ("force majeure situation").

A party wishing to withdraw from the contract under the first paragraph shall notify the other party without delay as soon as the party wishing to withdraw becomes aware that a situation of force majeure has arisen. The party does not have the right to terminate the contract if the circumstances referred to in the first subparagraph were generally known at the time the contract was concluded.

For the Subscription, instead of the right to withdraw from the Agreement in the event of force majeure, if either party is prevented from fulfilling its part of the Agreement due to a circumstance constituting force majeure, this shall constitute grounds for exemption which shall bring forward the date of performance to such later time as the obstacle (force majeure situation) has been overcome. A Party wishing to reschedule performance under this paragraph shall promptly notify the other Party in writing.

### **11 PERSONAL DATA**

When the Guest or Subscriber orders an Event or subscribes to a Subscription, personal data provided by the Guest/Subscriber, such as name and e-mail address, will be processed by SkiStar and, where applicable, by other companies within the SkiStar Group. The Guest's/Subscriber's personal data may also be processed by SkiStar's partners such as insurers, parking companies, hotels, train, air and bus companies and system providers hired by SkiStar, etc. SkiStar will also process the necessary personal data that the Guest provides about any Co-travellers. If the Guest or Subscriber provides personal data about other persons when ordering the Arrangement or subscribing to the Subscription, the Guest/Subscriber must be sure that they have permission to provide the data. If possible, the Guest/Subscriber should also ensure that these persons understand how their personal data may be used by SkiStar. SkiStar AB is the data controller for the processing of the personal data collected. SkiStar carries out all processing of personal data in accordance with current legislation and is concerned about the Guest's/Subscriber's privacy and wants to be transparent with how the Guest's/Subscriber's personal data is processed. SkiStar's privacy policy can be found in full at <https://www.skistar.com/en/myskistar/general-booking-information/integrity-and-security/>. The policy contains SkiStar's contact information for questions about the processing of personal data.

### **12 DISPUTE RESOLUTION**

The Guest/Subscriber should in the first instance contact SkiStar with any complaints. If the

Guest/Subscriber and SkiStar do not reach an agreement in a negotiation, the Guest/Subscriber can turn to the Swedish Complaints Board (ARN) or a general court. A dispute can also be dealt with by the European Commission's Dispute Resolution Platform if the conditions for this are met.

### 13 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 14 below) no later than three months after the trip has been completed.

### 14 THE RIGHTS OF THE TRAVELLER WHEN BOOKING PACKAGE TRAVEL SERVICES (SO-CALLED PACKAGE TOUR)

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 cover with Nordea and Atradius. If the agreement is not fulfilled as a result of SkiStar's insolvency, the Guest can contact those insurers 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).