

General contractual and travel conditions of Powder Finder (MTCH AG)

Thank you for the trust and interest you have placed in us. We recommend that you carefully read these «General Contractual and Travel Conditions» (hereinafter referred to as GCTC). These GCTC apply to the «Powder Finder» brands of MTCH AG (Hotelpian Suisse), hereinafter referred to as PF:

1. Subject of contract

PF organizes trips for you. We undertake

- To organize your trip from start to finish according to the data and descriptions in the PF brochures and other PF publications;
- To provide you with the agreed accommodation; and
- To provide all other services we offer you with the travel arrangement you have chosen.

In all other cases PF acts only as a mediator of third-party services. **Special requests:** Your booking office may only accept special requests if they are described as non-binding. Please note that our services generally apply from the airport in Switzerland, for boat trips from the port of embarkation, and for train and bus travel from the point of departure. We refer you to the respective travel programmes. Prompt arrival at the place of departure is therefore your responsibility.

2. Conclusion of contract and special transport regulations

2.1 Conclusion of contract

The contract between you and PF comes into being on receipt of your booking in writing, by telephone, electronically (online) or in person at your booking office. From then on, the rights and obligations under the contract become effective for you and PF and/or the service provider. If you register further travel participants, you are responsible for their contractual obligations (in particular the payment of the travel price) as well as for your own obligations. The contractual agreements and the GCTC apply to all travel participants.

2.2 Travel agency

For travel arrangements or individual services of other tour operators or service providers which are only mediated for you by PF, their own contractual and travel conditions shall apply. Similarly, for all air tickets brokered by PF, the contractual conditions of the responsible airlines shall apply. PF is not a contracting party in these cases and you cannot, therefore, invoke these GCTC.

2.3 Passport, visa, vaccinations

The PF publications provide general guidance on passport and visa requirements, as well as any health regulations that must be adhered to when entering your chosen vacation country. These details refer to the date of printing of the respective publications. In your own interest, however, please enquire when booking as to whether and which regulations exist for your trip, as these may change at short notice. By completing an online booking, you confirm by activating the corresponding field that you and your travel participants have the necessary and correct entry documents required for this trip or that you will obtain them in good time. The embassy of the vacation country in Switzerland will inform you regarding the entry requirements for citizens of states that are not mentioned in our information, or details can be taken from the corresponding links. PF cannot accept liability for refusal of entry due to unfulfilled conditions. You are responsible for compliance with the passport, visa, Customs, foreign exchange, vaccination and health regulations and for having the necessary documents with you. Any disadvantages arising from non-compliance with these regulations will be borne by you. For vaccinations, please contact Safetravel (www.safetravel.ch) for information or contact your General Practitioner or tropical medicine specialist. On request, we will provide you with any visas required. The costs for this will be invoiced to you.

2.4 Adolescents under 18 years travelling without a parent or guardian

Persons under the age of 18 are themselves responsible for compliance with the entry requirements pursuant to point 2.3. It is recommended that you enquire from the appropriate embassy prior to booking the trip which entry requirements are to be observed and in the case of an online booking, that you clarify with the call centre prior to booking which conditions the service provider requires. It is also strongly recommended that you take a travel authorization with a declaration of consent from your parent or guardian. In the travel authorization, in addition to the written permission of your parents, the destination of the trip, the duration of the trip and the telephone number of your parent or guardian should be noted. The authorization should not be older than six months. If an adult is accompanying you who does not have custody of you, this should also be mentioned in the document. In addition, copies of the identity card of your parent or legal guardian must be carried. PF cannot assume any liability for rejection on entry to the country or by the service provider due to unfulfilled conditions. You yourself are responsible for compliance with the necessary documents.

2.5 Animals

The carriage of pets is subject to different regulations depending on the transport company. For more information, contact your booking office or, if booking online, contact the call centre prior to booking to find out whether pets can be carried. As a pet owner, however, you are responsible for obtaining the necessary certificates, health certificates, etc. as well as for renting or purchasing containers.

3. Travel prices and terms of payment

3.1 Prices

The prices for the travel services are shown in the PF publications. Other publications (e.g. hotel brochures and other information material not produced by us), Internet pages of service providers or your own enquiries to the service provider are not part of the travel contract, and we are not liable for the information contained therein. The prices quoted (where not specifically mentioned) are per person in Swiss francs, usually in a double room. For destinations that PF offers only every six months, one-week stays are usually possible on the last published departure date. The advertised prices are related to the stay, i.e., the prices of the corresponding season apply. Reservations over several price periods are calculated at the respective seasonal prices. Any incidental costs for vacation homes and apartments are to be paid on the spot and are usually paid when collecting the keys.

3.2 Booking fees/surcharges

Any booking fees and surcharges are shown in the publications for the respective destinations or offers.

3.3 Contract fee

In addition to the prices mentioned in the publications, the booking office will charge additional contract fees for reservations, handling expenses and third-party charges.

3.4 Terms of payment

3.4.1 Booking at the travel agency

The travel arrangements are to be paid as follows before the trip commences:

Deposit: For the final booking a down payment of 25–50% of the agreed arrangement price is payable. The down payment varies depending on the service provider. The exact payment terms are declared in the travel confirmation. In exceptional cases, such as Christmas, New Year, for certain events, for bookings less than 91 days before departure in the case of bookings for heliskiing trips or heliski private group arrangements, for bookings of early booking and last minute specials, scheduled air tickets/e-tickets, entry tickets, in the case of services with 100% cancellation costs and bookings where the travel documents must be issued immediately, the full amount of the invoice must be paid immediately upon the definitive placement of the order.

Payment of balance: For heliskiing trips and heliski private group arrangements, the balance is due for payment no later than 91 days before departure, and for all other trips no later than 45 days before departure.

The travel documents will be handed over or delivered to you after receipt of your payment for the full amount of the invoice. The aforementioned payment dates are due dates. At the end of the payment deadline, you will fall into arrears without a further reminder. PF is entitled to withdraw from the contract without further notice. In addition, PF may refuse the travel services or retain the travel documents. Further claims for damages by PF are expressly reserved. For the payment types debit and credit card, factoring as well as instalment payments, the respective General Contractual Terms and Conditions of the debt collection agencies shall apply.

3.4.2 Online or call centre booking

Payment is possible against invoice after a credit check, with the PostFinance card and credit cards. If billing, collection with PostFinance or charging to credit card is not possible when concluding the booking, no contract is concluded and the booking must be repeated. The travel documents will be handed over or delivered to you no later than 10 days before departure or, for short-term bookings, within a reasonable period of time. At the end of the payment deadline, you will fall into arrears without a further reminder. PF is entitled to withdraw from the contract without further notice. In addition, PF may refuse the travel services or retain the travel documents. Further claims for damages by PF are expressly reserved.

3.5 Price changes

There are cases where prices quoted in the PF publications need to be increased for specific reasons, for example:

- Subsequent price increase by transport companies (e.g. fuel surcharges)
- Newly introduced or increased state duties or taxes (e.g. VAT) or fees (e.g. increased airport taxes)
- Exchange rate changes
- Extraordinary price increases by service providers (e.g. hotels)
- Plausibly explainable mistakes in publications.

If PF has to carry out price increases for the reasons listed above, it will carry out these price increases no later than 21 days before the agreed date of travel. If the price increase exceeds 10% of the package price tendered and confirmed by us, you will be entitled to withdraw from the contract free of charge within 5 days after receipt of the notification. In this case, all payments already made by you will be reimbursed to you by PF within 30 days. On request, you may also book another travel arrangement offered by PF. PF will make every effort to accommodate your requests and will offset any payments you have made against the price without any deductions.

3.6 Validity of prices

The prices advertised in PF's publications are cash prices and become invalid with the new edition of the same for newly booking customers. The prices valid at the date of booking are decisive.

4. Cancellation/change of trip

4.1 Notice

If you are unable to travel, you must notify your booking office in writing stating the reason. Decisive for calculating the cancellation costs is the date of receipt of your cancellation by us or by your booking office. The travel documents, if already in your possession, are to be enclosed with the letter. PF adheres to the travel advice of the FDFA and/or the FOPH. If these federal offices advise against travelling to a country you have booked or any regions affected by your trip, you can change your booking for a certain period free of charge. In these cases, processing fees pursuant to point 4.2, insurance premiums and possibly visa expenses may apply. If the FDFA or FOPH does not explicitly advise against travelling to your booked country or any regions affected by your trip, the following conditions shall apply under point 4.3.

4.2 Cancellation/change

4.2.1 Processing fees in the case of change

Up to the beginning of the cancellation periods we charge a processing fee of CHF 70 per person for general changes (name or booked service), to a maximum of CHF 140 per order. For the same changes within the cancellation periods, we charge a processing fee of CHF 120 per booked person, but no more than CHF 240 per order. For changes to the travel destination and travel date, the cancellation costs according to point 4.3 shall apply. In the case of flight rebooking at the vacation destination, we reserve the right to charge a processing fee of CHF 120 per booked person, but no more than CHF 240 per order, as well as any additional costs arising. Depending on the tariff, the airlines have strict terms and conditions regarding changes, rebookings, etc. before and after the issue of the air tickets/e-tickets. Any charges of this kind will be invoiced to you along with the processing fee.

4.2.2 Processing fees for cancellation

If you or we (in accordance with point 3.4.1, paragraph 3 or point 3.4.2, paragraph 3) cancel the booked trip as a whole or in part, irrespective of the date, we charge a processing fee of CHF 120 per booked person, but no more than CHF 240 per order, plus any cancellation fees. This processing fee does not apply to cancellations with 100% cancellation costs. A subsequent cancellation and repayment of cancellation costs insurance, including assistance or extra return travel insurance, is not possible. If the trip is cancelled, your booking office may charge additional processing fees for its expenses. We would point out that the processing fees are not covered by the insurance. These fees are at all events to be paid by you.

Special processing and cancellation fees for flights:

International flights

- Processing fees before the issue of tickets: CHF 60 per ticket, maximum CHF 120 per order
- Cancellation fees after the issue of tickets: CHF 200 per ticket plus the airline's official fee

National and regional flights

In case of cancellation or rebooking, we charge processing fees of CHF 60 per person, maximum CHF 120 per order, plus the airline's official fee.

4.3 Costs of cancellation/change

4.3.1 Costs for package arrangement with charter, individual services, hotel, guesthouses and vacation apartments

Cancellation costs are usually notified directly before booking and printed on the booking confirmation. If you or we (in accordance with point 3.4.1, paragraph 3 or point 3.4.2, paragraph 3) cancel the order or change the travel destination or date of travel, we will generally charge the cancellation costs printed on the booking confirmation and, in addition, processing fees and contract fees. If no cancellation costs are printed on the booking confirmation, we shall charge the following costs in addition to the processing fees and contract fees, if you or we (in accordance with point 3.4.1, paragraph 3 or point 3.4.2, paragraph 3) cancel the order or you change the travel destination or date of travel:

Normal cancellation costs:

- 60–80 days before the date of departure , no show 100%

Special cancellation costs for heliskiing and ski safari arrangements worldwide:

- Up to 91 days before the date of departure for conventional heliskiing trips 25%
and for heliski private group arrangements 50%
- 90 to 0 days before departure and no show 100%

Depending on the service, different cancellation costs of up to 100% may arise. Your travel agency will be pleased to provide you with information about the currently valid conditions.

Package arrangement with scheduled flights:

In the case of package arrangements with scheduled flights, for the air fare component we charge you the costs that the airline charges us, which can amount to up to 100% depending on the tariff class immediately after booking; for the remaining services the above-mentioned staged cancellation costs of 30% from 29 days before departure up to 100% on the day of departure or, if the cancellation costs are stated on the booking confirmation, these costs and in addition the processing fees and contract fees. Depending on the service, different cancellation costs of up to 100% may arise. The booking office will be pleased to provide you with information regarding the currently valid conditions.

4.3.2 Exceptions

Last minute, early bird specials, promotions, insurance, tickets 100% from booking

Scheduled flights «Flight only»

We would draw your attention to the very strict cancellation/change conditions which may be up to 100% immediately after booking, depending on the airline and fare class. We will charge you the costs charged by the airline, which will be invoiced in addition to the processing fees. Higher fees may be charged by the airline for rebooking, name changes and cancellations. If the flight is not taken (no show), no refund will be made.

Package tours of foreign tour operators

PF acts as an intermediary for package tours of foreign tour operators. In these cases, the travel and contractual conditions of the respective third-party provider shall apply.

Rail travel, transport tickets

For rail travel and transport tickets it may be that due to special tariff conditions, reservations/rail and transport tickets cannot be refunded in full.

Cruises, river trips

The travel and contractual conditions of the respective shipping companies shall apply. These will be announced upon booking.

Motorhomes, rental cars

The general contractual and travel conditions of the respective service provider shall apply. These will be announced at the time of booking and will be noted on the travel confirmation.

Round trips

- 45–30 days before departure 25%
- 29–8 days before departure 50%
- 7–3 days before departure 80%

- 2 days before departure up to and including the day of departure 100%

For tours with a minimum participation the following applies:

- 29 days before departure up to and including the day of departure 100%

Services of third parties (PF as mediator)

The general contractual and travel conditions of the respective service provider shall apply. These will be announced upon booking.

Christmas/New Year

For stays between December 15 to January 10 the following provisions shall apply, unless stricter provisions result from the above exceptions:

- 120–91 days before departure 30%
- 90–0 days before departure 100%

Exceptions are noted in the publications and are shown on the booking confirmation.

4.4 Processing fees

For changes which exceptionally do not have the cost consequences according to 4.2, we charge a processing fee of CHF 70 per person in each case, as well as the additional costs charged by the service provider.

4.5 Substitute person

If you cannot take the booked trip, but you are able to notify us of a substitute person who is willing to go on the trip in your place and take over the travel arrangement you have booked, PF will charge the change fee only. In this case, all the following prerequisites must be fulfilled:

- The substitute person is ready to accept your travel arrangements under the same conditions that you have agreed with us.
- The other companies involved in your trip (hotels or airlines and shipping companies) accept this change, which can be particularly difficult in the high season or which may fall due to the airfare tariff rules.
- The substitute person fulfils the special travel requirements (passport, visa, vaccination regulations).
- The participation of your substitute person in the journey is not opposed by any legal or official orders.

This person and you shall be jointly and severally liable towards PF or the booking office that is party to the contract for the payment of the price as well as any additional costs that may arise as a result of this assignment.

5. Liability

5.1 In general

PF is liable as organizer for the proper fulfilment of the travel arrangement. We will compensate you for the failure of agreed services or your additional expenses, in so far as it was not possible to offer you locally an equivalent service as compensation and there is no fault on your side. Our liability, however, remains limited to the amount of the travel price and only covers direct damage. No liability is accepted for programme changes due to flight delays or strikes. In particular, PF is not liable for changes to the travel programme attributable to force majeure, official measures, or delays on the part of third parties for which PF is not responsible. Should you be affected by a delay, please contact our representative in the Swiss airport or the contact person at the destination. If less than 120 minutes lie between the scheduled arrival of the flight in Switzerland and the departure of the last train / bus, catching this train/bus cannot be assured. Please take this fact into account when organizing your return journey to your place of residence. The tour operator is basically not liable for expenses incurred due to a delay in the flight. If a passenger misses a flight, the tour operator is under no obligation to carry out the transport. However, we are happy to assist with the organization of a replacement flight. The organizers at PF will in no instance be liable for loss of wages or similar.

5.2 Accidents, illness and pregnancy

PF shall be liable as the organizer for any personal injury caused by culpable non-performance or improper performance of the travel arrangement by PF or by a company commissioned by PF (hotels, airlines and shipping companies), in the latter cases subject to the condition that you assign your claims for damages to PF. In cases of liability arising in connection with air transport or the use of other transport companies (railways, shipping companies, bus companies, etc.), the amount of the compensation claims shall be limited to the sums resulting from the applicable international agreements or national laws. Such claims must be made directly to the respective transport company. Further liability of PF is excluded in these cases. In case of pregnancy you are required to enquire regarding the transport conditions of the airline or shipping company before booking. If you are refused transport due to pregnancy, any liability will be rejected.

5.3 Damage to property

PF shall be liable for any damage arising as a result of theft and damage to property culpably caused by PF or a company commissioned by PF, if you do not receive compensation from elsewhere, for example, from your insurance company, and you assign your claims against the party responsible for the damage to PF. The amount of compensation, however, shall be limited to the immediate damage, but at most to the amount of the travel price for the injured person. In cases of liability arising in connection with air transports or the use of other transport companies (railway, shipping, bus companies, etc.), compensation claims shall be limited to the sums resulting from the applicable international agreements or national legislation. The organizers of PF shall assume no liability for loss of personal effects, valuables, cash, jewellery, photographic and video equipment, etc. (this rule also applies to theft from rental cars), as well as loss, theft, damage or misuse of cheques, credit cards and the like.

5.4 Special events

Outside of the package arrangement, local events, excursions and other services can be booked at the destination. Due to local circumstances, these may be associated with specific risks or require special physical conditions. You book such events at your own risk. We do not accept any liability, unless we are explicitly responsible for such offers as organizer or service provider.

5.5 Guarantee

Our company is a participant in the Guarantee Fund of the Swiss Travel Industry and guarantees you the security of all sums paid in connection with the booking of a package vacation as well as your return journey. Detailed information may be obtained from your booking office or at www.garantiefonds.ch.

5.6 Insurance

We recommend that you take out a combined insurance package, including health, accident and luggage insurance, if you have not already taken out corresponding insurance policies with sufficient coverage. Your booking office can offer you corresponding insurance.

5.7 For your safety

The Federal Department of Foreign Affairs (FDFA) regularly publishes information on countries in which there are possible security risks or other increased risks. You can retrieve this travel advice yourself from the FDFA (<https://www.eda.admin.ch/eda/en/home/representations-and-travel-advice/>) or from your booking office. We assume that you have informed yourself of this travel advice before commencing the trip and that you are aware of the corresponding risks.

5.8 Liability for mediated services

PF disclaims all liability for mediated services in full. The respective contractual provisions of the service provider shall apply.

6. Difficulties during the journey

6.1 Problems on site

If the services do not correspond to the booked services or the order confirmation or if these are subject to an otherwise significant flaw, you are entitled and obligated to inform immediately the contact person on site, the local PF representative or, if PF has no contact point on site, to inform the PF standby office forthwith. (For telephone number see travel programme.) This is a necessary precondition for the subsequent assertion of your compensation claims and, in most cases, makes it possible to remedy the situation on the spot. If your intervention does not lead to an adequate solution, you are required to ask the local contact person, the local PF representative or, in the absence of a local contact point, the PF standby office to provide written confirmation of your complaint and its contents. The contact person on site, the local representative or the PF standby office are not entitled to acknowledge any claims for damages.

6.2 Replacement solution within 48 hours

If the local contact person or the local PF representative does not offer a reasonable solution within 48 hours at the latest, you will need to contact the standby service in Switzerland to find an appropriate solution, if the PF standby office (in the absence of a local contact point) has not already been contacted. The standby number can be found in the travel documents. The costs incurring to you will be reimbursed by PF, but only within the context of the legal and contractual liability of PF and against production of the original receipts. If the shortcomings and deficiencies are so severe that you cannot be expected to continue the trip or the stay at the vacation destination, the contact person on site, the local PF representative or, in the absence of a local contact point, the PF standby office, must issue a corresponding written confirmation of the complaint to you, listing the reasons. The contact person on site or the local PF representative is obligated to record the facts and your complaints in writing.

6.3 Written complaint

Please send your written complaint and the confirmation of the contact person on site, the local PF representative or the PF standby office within 30 days following your return, to your booking office or to Powder Finder MTCH AG, Customer Service, Sägereistr. 20, 8152 Glattbrugg (customerservices@hotelplan.ch). If the written complaint is not received within the aforementioned period, all claims for damages shall expire. Any difficulties in clarifying the facts due to assertion of the damages at a later date shall be at the expense of your claim for compensation.

7. You start the trip but are unable to finish it

If for any reason you break off your trip prematurely, PF will be unable to refund you the fare. We recommend that you take out return travelling costs insurance, which covers the costs incurred if you have to interrupt prematurely the trip for an urgent reason (such as your own illness or accident, serious illness or death of relatives). In urgent cases (such as your own illness/accident, serious illness/accident or death of a close relative), the contact person on site, the local PF representative or, in the absence of a local contact point, the PF standby office, will assist you as far as possible in the organisation of the premature return journey.

8. PF cannot implement the trip as agreed or has to terminate the trip prematurely

8.1 Programme changes, abandonment or non-implementation of the trip

PF also reserves the right, in your interest, to change the itinerary or agreed individual services (e.g. accommodation, type of transport, means of transport, types of aircraft, airlines or times, etc.) if unforeseen circumstances so require. PF endeavours, however, to provide equivalent substitute services. If PF is forced to cancel the trip due to force majeure (e.g. natural disasters, in the case of journeys by ship, high or low tide, political unrest, and warlike events at the vacation destination which, for security reasons, indicate the need to forego the trip, strikes, delayed opening of hotels, etc.), PF will endeavour to inform you in such cases as early as possible and offer you a replacement solution. If the trip has to be broken off prematurely, PF shall be entitled to deduct from the refund of your payment the expenses already incurred and proven by PF. Further compensation claims on your part are excluded.

8.2 Reduced or additional costs in the case of programme adjustments

If PF has to change a trip that you have already paid for, resulting in a lower value than the originally agreed service, you will receive a refund from us. However, if additional costs arise after conclusion of the contract for a reason mentioned in section 8.1 or 3.5, you may experience a price increase. If this is more than 10% of the originally agreed travel price, you will have the right to cancel the contract free of charge within 5 days of receiving our notification.

8.3 Overbooking problems

In case of overbooking, we reserve the right to inform you at short notice. We will endeavour to offer you a replacement solution. In such cases, we will continue to charge or refund corresponding price adjustments within the scope of point 8.2.

8.4 Sub-participation

For some package tours we offer, a minimum number of participants applies, which may vary. If there are too few participants in such a trip or if special circumstances compel PF to make a fundamental change to the services offered in the publications before departure, PF may cancel the trip at the latest 28 days before the scheduled commencement of travel. In this case, we will endeavour to offer you an equivalent replacement programme. If you waive the substitute programme, we will refund to you all payments already made. Costs for air tickets already issued will not be accepted. Further claims for compensation on your part are excluded.

9. Limitation period

Claims for damages against PF, for whatever reason, shall become time-barred within one year. The limitation period shall commence on the day following the end of the booked travel arrangement.

10. Data protection

Within the scope of processing personal data arising under these GTC, our privacy policy applies. Our privacy policy can be found on our website: www.powderfinder.ch/dataprotection.

11. Travel insurance

11.1 Cancellation costs insurance or combination package

We strongly advise you to take out a cancellation costs insurance policy or a combination package at the time of booking, unless you have already taken out insurance with sufficient cover. Please read the insurance conditions carefully and contact the insurance directly if you have any questions. PF is only a mediator of the insurance and excludes any liability.

11.2 Additional insurance

The transport companies are only liable within the context of the existing international agreements. Therefore, PF recommends you to take out additional insurance protection:

SOS cover for travel-related incidents: If you suffer serious illness, serious injury or serious damage to the insured person's property at the person's place of residence (e.g. damage due to fire, water, storm and tempest or theft) during your vacation, the SOS cover will organize and pay for search and rescue, transportation to a hospital at your travel destination or return transport to Switzerland.

Luggage: We recommend that you take out a luggage insurance policy. It covers the costs arising to you in the event of theft, damage or destruction of your luggage.

The detailed insurance conditions can be found under <http://www.hotelplan-suisse.ch/versicherung> or from your booking office.

12. Ombudsman

Prior to any legal dispute between you and PF, you should contact the independent travel industry ombudsman. The ombudsman will seek a fair and balanced agreement on any type of problem between you and PF or the booking office where you booked the trip:

Ombudsman of the Swiss Travel Industry
Etzelstrasse 42, PO Box, 8038 Zurich
+41 (0)44 485 45 35 (opening hours: Monday to Friday 10 am to 4 pm)
www.ombudsman-touristik.ch or info@ombudsman-touristik.ch

13. Applicable Law and Place of Jurisdiction

The relationship between you and PF is governed exclusively by Swiss law. Subject to mandatory statutory provisions, Glattbrugg is the place of jurisdiction.

In the event of differences in interpretation resulting from differences of formulation in the various languages, the German-language version shall be the authoritative version.