

GENERAL TERMS AND CONDITIONS FOR TRAVEL AND EXPERIENCE OFFERS

By registering, the participant acknowledges these General Terms and Conditions. They become legally valid upon confirmation by Hapimag.

1. Registration

Registrations are carried out via the Hapimag website, in writing or by telephone. Deviations from the holiday itinerary are only binding if they have been confirmed by Hapimag in writing.

2. Booking changes and cancellations

There are no charges for cancellations within three days of booking. Later cancellations result in the following costs for shareholders or members:

- a) A fee of CHF 60.– (or CHF 100.– if the apartment reservation is also cancelled) is charged on each occasion for changes to bookings or cancellations. The following flat-rate fees are also charged:
 - up to 60 days before the start of the holiday: 10% of the invoice amount or a maximum of CHF 150.– on each occasion.
 - 59 to 30 days before the start of the holiday: 15% of the invoice amount
 - 29 to 22 days before the start of the holiday: 25% of the invoice amount
 - 21 to 15 days before the start of the holiday: 50% of the invoice amount
 - 14 to 4 days before the start of the holiday: 80% of the invoice amount
 - 3 to 0 days before the start of the holiday: 90% of the invoice amount

Late bookings (up to 7 days before arrival) can only be cancelled subject to charges, except for on the day of booking itself.

- b) The date on which the cancellation is received by Hapimag is decisive. Cancellations must make reference to the name of the participant and their membership number. The participant has the right to provide evidence that no or significantly lower costs were incurred than the flat-rate amounts above.
- c) Different cancellation conditions may apply to some arrangements. This is indicated on the confirmation of reservation. The conditions of section 2 b) apply to them accordingly.
- d) The loss of points for the Hapimag holiday apartment in the event of cancellations by the shareholder/member is based on the provisions

set out in the current Booking Information in part 1 under "Terms and conditions of reservation for holiday apartments at Hapimag resorts" in accordance with the cancellation conditions set out in section 7.4.

- e) A travel cancellation policy taken out with Hapimag does not cover the reimbursement of the insurance premium; in other words, the insurance premium is not refunded.
- f) The administration fee and the insurance premium are always borne by the participant and are not covered by the insurance policy.
- g) If the person withdrawing presents a replacement person who fully accepts the obligations, the administration fee is CHF 60.– plus any costs charged to Hapimag by other service providers.

3. Terms and conditions of payment

Offers must be paid for as indicated. The invoice is sent with the confirmation in the case of some offers. The invoice must be paid to Hapimag AG by 30 days before the start of the holiday, provided the minimum number of participants for the holiday has been reached by then (section 5.1).

4. Changes to prices and itineraries

4.1 Subsequent price increases

Hapimag reserves the right to change the price agreed in the holiday contract as follows in the event of an increase in costs or fees for certain services or a change in exchange rates applicable to the holiday concerned of another service provider and to charge this to the customer:

- newly introduced or increased government duties, taxes or fees will be added to the holiday price on a pro-rata basis;
- in the event of changes to exchange rates, the applicable share of costs will be disclosed by Hapimag and charged to participants on a pro-rata basis.

Such price increases will be permitted up to 21 days before the start of the holiday at the latest.

4.2 Changes to itineraries

Hapimag reserves the right to change at short notice the holiday itinerary or individual services agreed (such as accommodation, mode of transport,



means of transport, times, guides specified by name), in deviation from section 1 of these General Terms and Conditions, if necessary due to force majeure or unforeseeable or unavoidable circumstances. Hapimag will endeavour to provide equivalent replacement services and will inform participants as quickly as possible about such changes and their impact on the price.

4.3 Rights of the participant in the event of changes to prices and itineraries

If change to the itinerary or to individually agreed services results in a significant change to the holiday itinerary or if the price increase amounts to more than 8%, the participant may withdraw from the contract and receive a refund for the amount already paid within 14 days of receipt of notification from Hapimag. Further claims will be excluded.

4.4 Travel dates etc.

Hapimag assumes no liability for the travel dates indicated if changes are due to events beyond its control (section 5.2).

5. Holiday cancellation by Hapimag

5.1 Minimum number of participants

If the minimum number of participants indicated is not reached, Hapimag may cancel the holiday up to three weeks before the start of the holiday at the latest. Any amounts already paid to Hapimag AG will be fully refunded. Further claims will be excluded.

5.2 Force majeure, strikes

If unforeseeable events, force majeure (e.g. natural disasters, epidemics, unrest), government measures or strikes make provision of the holiday significantly more difficult, jeopardise it or make it impossible, Hapimag may cancel the holiday. Hapimag will not be liable for any consequences resulting from such cancellations. Any payments made prior to cancellation will be refunded by Hapimag.

5.3 Debited points and local charges – cancellation

The claims of shareholders or members will be restricted to the crediting of the debited points in such cases. Local charges are not incurred. The reasons for cancellation are set out in part 1 of the current Booking Information in section 7.6.

6. Liability

6.1 Hapimag's liability for unjustifiable improper performance of its obligations is limited to three times the price of the holiday for material and financial damages, provided the damages was not caused intentionally or as a result of gross negligence.

This is subject to the applicable international agreements and national laws with lower liability limits or liability exclusions.

6.2 If the holiday does not fulfil the agreements, participants are required to immediately make a complaint to the local travel guide or service provider (hotel, bus company etc.) and to request remedial action. Claims for compensation must be made to

Hapimag in writing within a month of the contractual end of the holiday. Later notification may result in the complete loss of entitlement.

7. Provisions governing entry, visa and health requirements

7.1 Participants are individually responsible for ensuring the validity of travel documents and obtaining any visas required and complying with entry, health, currency and import provisions. Hapimag assumes no liability for information in this regard.

7.2 The participant will bear the costs of return travel themselves if refused entry to a country.

8. Secured payment certificate/return journey guarantee

a) The following applies to participants residing in Germany: "tourVERS Touristik-Versicherungs-Service GmbH", an insolvency insurance broker with limited liability (DE-Hamburg), has pledged a guarantee with "HanseMerkur Reiseversicherung AG (DE-Hamburg)" for holiday price payments for the holiday services of Hapimag that covers the refund of the cost of the holiday and return travel costs in the event of insolvency.

b) The following applies to participants residing in Switzerland and Liechtenstein: Hapimag is a member of the guarantee fund of the Swiss travel industry and guarantees the amounts paid for the booking. Detailed information on the guarantee fund can be found online at: www.garantiefonds.ch

In the event of unresolved disputes with Hapimag concerning the performance of travel services, participants can contact the following body: The Ombudsman for the Swiss Travel Industry www.ombudsman-touristik.ch, Tel. +41 (44) 4 85 45 35, e-mail info@ombudsman-touristik.ch

9. Severability clause

If one or more of these conditions is or becomes invalid, this will not affect the validity of the other conditions. An invalid clause will be replaced by a valid one which is as close as possible to the original clause in economic terms.

10. Place of execution/jurisdiction/applicable law

a) The place of execution is the headquarters of Hapimag AG, canton Zug, Switzerland.

Except for disputes arising from consumer contracts, the sole place of jurisdiction for all legal action will be the headquarters of Hapimag AG.

b) In the event of disputes arising from consumer contracts, the court at the place of residence or headquarters of one of the two parties will be competent for legal action by the customer and the court at the customer's place of residence will be competent for legal action by Hapimag AG.

c) To the extent that a choice of law is permitted, Swiss law shall apply exclusively to the entire legal and contractual relationship between Hapimag and the customer.

