

GENERAL TERMS AND CONDITIONS (GTC) Mammut Mountain Days

(Status: 3.4.2023)

By registering for Mammut Mountain Days, the customer accepts the following general terms and conditions:

1. Registration / Conclusion of contract

Registration is via Mammut Mountain Days landing page www.mammut.com/int/en/mountain-days. Free places cannot be guaranteed, so early registration is recommended. The number of participants is limited to 300 people (excl. staff, athletes and mountain guides).

With the registration for a booked activity or tour, a binding contract is concluded between Mammut Sports Group AG, Birren 5, 5703 Seon, Switzerland (hereinafter referred to as Mammut) and the participant. By registering, the participant further accepts these GTC as an integral part of the contract between him/her and Mammut. The participant is responsible for providing Mammut with correct personal data and for checking all details on the booking/invoice for correctness and completeness. Any discrepancies must be reported to Mammut immediately. Any consequential costs arising from failure to report such discrepancies shall be borne by the participant.

2. Prices

The prices indicated are in Swiss francs (CHF). Prices are subject to change without notice.

Price includes:

- Activities and workshops with mountain guides on Saturday 02.09.2023 and Sunday 03.09.2023
- Supporting programme and workshops at Basecamp
- Camping at Basecamp Täsch on Friday, Saturday, Sunday including all infrastructure on site: Overnight accommodation, sanitary facilities, WLAN, communal tents and other infrastructure (tents are provided. Limited campervan places must be booked in advance with the purchase of the ticket. Private tents cannot be pitched by the participants).
- Dinner on Friday, 01.09.2023
- Breakfast, packed lunch and dinner on Saturday, 02.09.2023
- Breakfast and packed lunch on Sunday, 03.09.2023
- Return train tickets from Täsch to Zermatt, as well as mountain railway and funicular tickets for all activities during the period 02.09.2023 - 03.09.2023
- Goodie Bag

Additional consumption such as drinks/alcohol/snacks must be paid for separately on site and are not included in the ticket price.

3. Equipment / Equipment

This is the responsibility of the participant. Participants must be equipped according to the packing lists for the booked activities and be ready at the meeting point with the mountain guides with all the necessary equipment (CE-standard compliant). (Crampons, via ferrata set, helmet, climbing harness, climbing shoes, ropes, expresses, rucksack, pieces etc.)

Mammut provides tents without sleeping mats or sleeping bags.

4. Terms of payment

Mandatory prepayment: Tickets can only be obtained after payment has been received. Tickets are only accessible after payment. Ticket purchasers have a maximum of 10 days to also make a payment per invoice. After this time, Mammut has the right to cancel unpaid bookings. In the final days before the event, only immediate payment options are offered, but no payment by invoice.

5. Ticket

Refund, activity rebooking is excluded.

The transfer of tickets is possible, provided that Mammut is informed accordingly and confirms the rebooking. In case of a ticket transfer (e.g. due to illness, injury...) the participant can contact Mammut via the following email address: mmd.info@mammut.com

6. Programme

Social program: Participation in the social program is voluntary.

The activities start per the schedule and those who are late forfeit participation in set program.

Day activities: The registration for the day activities is binding and cannot be adjusted on site. Should the participant unexpectedly cancel/be unable to take part in an activity (e.g. due to illness, injury etc.) or arrive late at the meeting point, a refund or financial compensation is excluded.

Each participant signs up for the day's activities of varying duration depending on the activity, group, fitness and schedule. Participants will be informed about this in advance and on-site. If a participant does not take part in the activity (e.g. due to arriving too late), he/she has to find his/her own activity on-site. After the activity, the participants can decide for themselves whether they want to

return to the Base Camp in Täsch or make other arrangements.

7. Camping/Camping Buses

There are no parking spaces available on site except for the limited campervan spaces (booked at registration). Paid car parking is available at the Täsch train station.

- Spending the night in the paid covered car park by car is not permitted.
- Camping outside the Base Camp area is not permitted.
- Note: There is no water or electricity connection at the bookable campervan pitches.
- Vehicles with trailers or caravans are not permitted

8. Cancellation or change of order by the client

There is no right to a refund. Passing on the ticket to a third party is possible, by informing Mammut via email in advance.

9. Cancellation or change of order by Mammut

If the minimum number of participants is not reached, Mammut may cancel an activity or tour at short notice and withdraw from the contract, or rebook participants for other activities/tours. This is subject to any assurances to the contrary in the detailed programme.

Mammut reserves the right to change the activity programme or individual agreed services if external circumstances (e.g. force majeure, weather, official measures or safety risks) so require.

Alternative programme: if activities have to be changed due to weather conditions, the activities will not be repeated and there is no right to a refund.

10. Cancellation or termination of the event or individual tours/activities: E.g. in the event of severe weather/force majeure/landslide

The Mammut Mountain Days can be cancelled, interrupted or terminated by Mammut up to the start of the event without giving reasons.

If the Mammut Mountain Days are cancelled, aborted or interrupted due to a circumstance for which Mammut is not responsible, such as in particular force majeure (e.g. severe thunderstorms or environmental disasters, riots, strikes, war, terrorist threat, warning or act, epidemics or pandemics, official orders or bans), the right of participants to a refund of the purchase price of the admission ticket or exchange for the next edition of the Mammut Mountain Days is generally excluded. Likewise, all claims of the partners/sponsors, irrespective of the legal grounds, are excluded, in particular for damages arising from lost profit, loss of use, purchases of goods already made or the use of other services with regard to the event.

In the event of cancellation or abandonment, Mammut will endeavour to reschedule the Mammut Mountain Days as soon as possible and reasonable. If the Mammut Mountain Days are postponed or – in the event of cancellation – rescheduled, the tickets for the event remain valid.

In the event of a cancellation due to the Covid 19 pandemic or a postponement, a refund of the ticket (maximum 90% of the face value) can only be made if the refund request and any return of the ticket are received by Mammut within 60 days of the communication of the cancellation. Liability for further damages such as, in particular, travel and accommodation costs or other expenses incurred in vain in connection with the Mammut Mountain Days is excluded.

In principle, every tour and every course takes place with enough participants. The risk for weather or unfavourable tour conditions is borne by the participant.

11. Participants and health

By registering, the participant declares that he/she meets the participation requirements for the activities and for the tours. The physical requirements and walking times are specified in the detailed programme. Should a participant not be in the required physical condition and should this cause additional costs during the trip, the participant is responsible for these costs. Participants must be at least 18 years old. Young people over the age of 16 can only participate if accompanied by an adult.

Good health is required for all Mammut activities and tours. The participant is responsible for informing Mammut about any health considerations. If the activity has to be terminated prematurely due to the participant's lack of fitness or state of health or unsuitable equipment (in particular, own equipment brought along by the participant), all claims for reimbursement are forfeited.

12. Rules of conduct

It is forbidden to bring pets, household effects, bulky goods, glassware, beverage cans, megaphones or other noisy devices, drones, pyrotechnic objects, charcoal or gas grills, dry ice, gas bottles and flammable liquids as well as weapons, hatchets/axes or large knives and daggers. This list is not exhaustive; the instructions of the security staff must be followed. Failure to comply will result in expulsion from the festival site without refund of the admission fee. No liability will be accepted for items handed in.

The tent is to be left clean and in the same condition as it was found. Smoking and fire are strictly prohibited in the tent provided. In the event of careless handling of the tent provided or damage to other items by the participant, Mammut reserves the right to charge the participant for the damage incurred. Mammut reserves the right to demand a deposit.

13. Following the instructions

The participant undertakes to strictly follow the instructions of Mammut staff/safety personnel/course leaders/mountain guides and assistants. If these conditions of participation are not met by a participant or if they do not follow the instructions, Mammut reserves the right to exclude them from the activity. If an exclusion occurs, the customer has no right to a refund.

Mammut places particular emphasis on a good group experience. This requires tolerance, adaptability and understanding of the different capabilities within a difficulty level from each participating person. Mammut reserves the right to exclude participants who cannot fit into the group from the course or tour without entitlement to a refund.

14. Liability

By booking, the participant acknowledges the dangers in the high mountains. Even a qualified mountain guide/hiking leader is not infallible, because outside marked trails he/she is confronted with border areas that can never be fully controlled. His task can therefore only be to limit the risk to a minimum. The liability of Mammut is excluded for slight negligence, fault of the participants, third party fault and force majeure.

In particular, Mammut is not liable for damage caused by actions and omissions on the part of the activity or tour leader that are not related to the provision of contractually agreed services, due to the actions of third parties, other participants, the participant, force majeure, such as natural phenomena, official orders, etc. or due to late return home. If a participant

does not follow the instructions of Mammut or the activity or tour leader, etc., any liability on the part of Mammut shall lapse.

15. Insurance

Insurance is the responsibility of the participant.

Participants are not insured by Mammut. Each participant is independently responsible for taking out all necessary insurance (in particular health, accident, property and cancellation costs insurance – including sports accidents).

16. Complaints

Should the participant have cause for complaint or suffer damage, he/she must inform Mammut or the activity or tour leader immediately.

However, Mammut or the activity or tour leader is not entitled to acknowledge claims, which is why such a confirmation does not have the effect of an acknowledgement of guilt. The activity or tour leader will endeavour to find a remedy within the framework of the activity or tour.

17. Rights to photos, films and data

By registering, participants agree that photos and films may be taken and distributed by Mammut and shown publicly (also on the internet), also for self-promotional purposes or for third parties.

18. Applicable law

The contractual relationship shall be governed exclusively by Swiss law. The parties agree that the exclusive place of jurisdiction shall be the registered office of Mammut. For consumers, their place of residence shall also be the place of jurisdiction.

19. Data protection

Mammut uses customer data for the processing of registrations and, if the participant has consented to this, for the dispatch of its own catalogues and newsletters. The customer data is also passed on to the respective tour leader/mountain guide (Zermatters), the event agency (@Konsortent GmbH) and third parties (e.g. Ticketpark GmbH, hotels/huts, rental stations, transport companies etc.) to ensure the implementation of the offer.

20. Nature

We are in the middle of nature and want to preserve and protect it and the animals and plants living there as best as possible. In the event of pollution or vandalism, you may be banned from the site and excluded from activities.

21. Changes

Mammut reserves the right to change these GTC at any time. The version of the GTC current at the time of conclusion of the contract shall apply in each case.

Seon, 03.04.2023