

1. Registration: Registration can be in writing, by telephone, online or in person, directly at Adreventura or at one of Adreventura's accredited booking companies. By registering the customer acknowledges that these Terms & Conditions form an integral part of the contract between the customer and Adreventura.

2. Subject matter of the contract: Adreventura is obliged to provide the requested activity as described in the printed text. Special requests can be considered and agreed upon with Adreventura. Any additional costs will be borne by the customer.

3. Conclusion of the contract: With the organiser's acceptance of a customer's registration in writing, by telephone, online or in person, directly at Adreventura or at one of Adreventura's accredited booking companies, a contract between the customer and Adreventura, is formed. From this point in time all contract's rights and duties between the customer and Adreventura become legally effective.

4. Participation conditions: Most activities take place far from medical facilities, in a hazardous environment that involves a potential risk of injury; it is dependent on the environmental conditions and may be cancelled or curtailed without notice at the discretion of Adreventura's employees. The activities require good health and a reasonable level of fitness. Canyoning in particular requires also a reasonable level of swimming ability. Adreventura is not liable for any physical, mental or financial damage incurred by the customer as a result of their own negligence or the negligence of a third party.

Customers are obligated to inform Adreventura of any health conditions. They must attend a medical facility immediately should an Adreventura employee advise so or deem it necessary. The customer is obligated to adhere to participation conditions and strictly follow the instructions of Adreventura or its employees at all times.

Further participation into any activity will be terminated if the customer;

- its behaviour deems to be dangerous or inappropriate during the activity according to an Adreventura employee;
- fails to follow the instructions of an Adreventura employee;
- is under influence of drugs, alcohol, antipsychotic drugs or similar.

If a termination of participation occurs before the activity starts, then the cancellation policy comes into effect (See *paragraph 8*); if it occurs after the activity has started, no compensation claims can be made.

5. Prices & VAT: Adreventura's prices for activities and services can be viewed on the current price list (printed or online). All prices are listed in Swiss francs (CHF) per person and include a compulsory 8% VAT. Foreign currencies are calculated according to the day's exchange rate. All rates and currencies are subject to change without prior notice, where CHF will be the prevailing currency.

6. Photographs: Photographs means all photographic, video graphic material furnished by Adreventura whether transparencies, negatives, prints or any other type of physical or electronic material. The copyright in the photographs is owned by and retained by Adreventura at all times throughout the world. The customer agrees that Adreventura is the sole author of the photographs.

The Licence shall be for the territory time and use as agreed and shall come into effect from the date of payment of the relevant invoice(s). No use may be made of the photographs before payment in full of the relevant invoice(s) without Adreventura's express permission in writing.

Where an exclusive licence is granted, Adreventura will at all times retain the right to use the photographs in any manner and in any part of the world for the purpose of advertising and promotional material. Title to all photographs remains the property of Adreventura; when the licence has expired the photographs will be returned to Adreventura.

No alteration or manipulation of the image may be made without the permission of Adreventura. The customer accepts full responsibility for any materials that they supply for use in the photographs and that the materials are adequately insured against loss, damage or liability.

Payment by the client will be required for the right to use the photographs. The customer is responsible for payment of all expenses incurred up to the time of cancellation.

Adreventura shall not be liable for any legal action, claim or damages from or arising out of the publication of the photographs or other use by the customer. The customer shall indemnify Adreventura against any claims and/or damages against them as a result of the customer's use of the photographs.

Photographs bought can only be used for the customer's personal purposes and under no circumstances photos can be used for publications or commercial purposes other than Adreventura, Adreventura's cooperation's or in pre-arrangement of

Adreventura.

Adreventura's name will be printed in reasonable proximity to all published reproductions of the photographs unless agreed otherwise prior to the work commencing.

7. Payment Terms: With the confirmation of the event, a deposit or a down payment of at least 25% will be invoiced to secure the booking. The balance is due 14 days prior before the start of the activity. Any deposit made beforehand will be refunded in full, asap after the full balance has been settled. With short-term registrations booked less than 14 days prior to the start of an activity, the whole amount is due upon booking. Adreventura's activities must be paid 100% in advance by bank transfer, PayPal, cash on site or credit card.

If timely payments are not made, Adreventura can either not perform the activity or can cancel the contract completely. Any cancellation costs will be borne by the customer (See *paragraph 8*). Invoices for voucher orders have to be paid in full in advance.

8. Cancellation or amendments to bookings by Adreventura: Most activities require a minimum number of participants. If this is not the case, then Adreventura can cancel the activity at short notice. If the customer cannot accept an offered rebooking date, then payments made – less any services rendered – are reimbursed.

8.1 Cancellation & modification by the customer:

The customer needs to inform Adreventura as soon as possible should they decide to cancel or modify their booking and give legitimate reason for their decision.

• If a customer cancels an activity, Adreventura is to be informed through a registered letter before the start of an activity indicating the reasons of cancellation. All previously received documents (programme details, tickets, written confirmations, etc.) are to be enclosed. A cancellation is valid only when the organiser has received all documents. A cancellation on medical grounds will require an official doctor's note confirming that the customer is in an unfit condition to participate in any Adreventura's activities. If the customer cannot provide an official doctor's note, then no refund will be offered.

For every cancellation, customers must bear the following cancellation fees, and give a notice;

- with less than 48 hours:	No refund
- between 7 days - 48 hours:	20% refund
- between 14 - 8 days:	50% refund
- between 19 - 15 days:	80% refund
- with more than 20 days or medical reasons:	100% refund less CHF 50 admin fee
- for larger events:	Specific cancellation fees apply.

Any attempt to modify a booking with less than 24 hours' notice will not be permitted and no refund will be offered. In this case an admin fee of CHF 100 will apply to any modification of a booking.

- If a customer does not arrive or arrives late, resulting in the activity not being able to go ahead, the booking will be considered as having been cancelled. Naturally this is less than the 24 hours notice, thus full payment for the activity is due. Additional costs that are incurred due to adjournments or no shows will be borne by the customer. Should a customer turn up to an activity when it already started or interrupts its participation before it has finished, for whichever reason, no compensation can be claimed.
- If the customer is the only scheduled participant of the activity, the activity may proceed upon the customer's late arrival at the discretion of the Adreventura's employee. The activity will finish at its originally scheduled time.
- If a customer modifies the date of an activity within 14 days of the start of the activity, an admin fee of CHF 100 per booking will be raised. If the rebooking happens more than 14 days before the original appointed time, then the cancellation policy comes in to effect.

8.2 Cancellation & modification by Adreventura:

The operation of all outdoor activities is determined by the conditions of the environment at the time such activities are scheduled to take place. Adreventura can change, cancel or prematurely terminate the activity program or parts of the individual activities due to unforeseen circumstances: acts of God, weather conditions, public measures, and security risks. A reimbursement of payments made – less any expenses incurred by Adreventura – is initiated. Adreventura endeavours to offer a possible, comparable substitute. If a program amendment is considerable, leading to an increase in cost of more than 10 %, then the customer can cancel the contract.

There will be no refunds in the event that:

- The customer fails to follow the instructions of Adreventura or it's employees;
- An Adreventura's employee deems the customer's behaviour during any activity as dangerous;
- Further participation in an activity is terminated due to the customer's decision.

All refunds, where offered, will be paid in cash only.

9. Product transfer: Adreventura's products and services may be transferred to another person when a valid ticket, voucher or booking number is presented.

10. Insurance: The customers are not insured by Adreventura and are responsible for arranging their own insurance. Customers must be in good health and have accident insurance that includes cover for emergency rescue costs. Cancellation insurance is also advisable. Even though activities are executed using competent staff and safe methods, accidents are never impossible. Adreventura, its employees or its partners cannot be held liable. Customers participate at their own risk.

Customers must have insurance that provides cover for the following;

- Any outdoor sports, classified under extreme or dangerous sports, it should include canyoning;
- Medical expenses for treatment required as a result of injuries sustained by them while participating in outdoor activities;
- Their own personal liability for the death or injury caused to another person as a result of their negligence.

11. Liability: Adreventura assures participants that activities will be carefully planned and prepared in a diligent and professional manner.

11.1 Adreventura is liable for:

- Damages caused by faulty execution of the activity, and assuming Adreventura is at fault, leading to an outage or reduction of the agreed performance, or changes to the programme;
- For all-inclusive tours concerning material and financial damages, caused by non-fulfilment or not proper completion of the contract, amounts to a maximum of twice the price of the tour, unless the damage was caused deliberately or negligently. This is subject to lower liability limits with international agreements;
- Activity leader's faulty actions when the leader is executing activity leadership duties.

If comparable substitution cannot be provided, then Adreventura will reimburse the outage. Liability is in all cases linked to the direct damage only!

11.2 Adreventura cannot be held liable for:

- Any damages and disadvantages that arise from minor faults by Adreventura or auxiliary persons;
- Any damages or losses to personal belongings (such as camera's)
- Contract fulfilment, accidents, delays, losses, or other anomalies can be assumed, subject to all-inclusive tours policies;
- Damages caused by acts of God, acts of war, strikes, epidemics, natural disasters, and authority's requirements;
- Actions and failures, should Adreventura assign execution to authorised third parties;
- Not following Adreventura or Adreventura auxiliary person's directives;
- Program changes caused by traffic jams or delayed arrivals of trains or planes.

12. Complaints: The activity leader in charge is to be immediately notified in writing of any damages or complaints; these have to be confirmed by him / her. However, no leader is authorised to accept claims in the name of Adreventura. In line with the program and the possibilities, leaders will endeavour to find a solution.

Within 2 weeks after the activity's end, damage claims have to be sent in writing by registered letter to Adreventura. The activity leader's confirmation and any other evidence have to be enclosed. In case of late arrival of the letter, or that the complaint is launched too late, all activity entitlements expire.

13. Applicable law and place of jurisdiction: Swiss law is applicable. Foreign law is excluded. Place of jurisdiction is Locarno, Switzerland.

14. Organiser: Adreventura Sagl, Via sassariense 13 B, 6516 Cugnasco-Gerra, Switzerland, +41 78 948 12 81, www.adreventura.ch, info@adreventura.ch, VAT number: CHE-286.938.958 IVA

15. Bank connection: Bank: Postfinance AG, 6600 Locarno, Switzerland / Bearer: Adreventura Sagl, 6516 Cugnasco, Switzerland
IBAN: CH29 0900 0000 8537 0942 8 PC no.: 85-370942-8 CHF
BIC / SWIFT: POFICHBEXX Clearing number: 09000