



SNOWWORLD LEISURE N.V. GENERAL TERMS AND CONDITIONS

GENERAL

Article 1. Definitions

- 1.1 SnowWorld: SnowWorld Leisure N.V., having its registered office in Zoetermeer, physically established at Buytenparklaan 30, Zoetermeer and Witte Wereld 1, Landgraaf.
- 1.2 Building: All buildings owned and/or used by SnowWorld for the purpose of rendering its services.
- 1.3 Site: All sites (land) owned and/or used by SnowWorld for the purpose of rendering its services.
- 1.4 Personnel: All natural persons in possession of a legal contract of employment with SnowWorld.
- 1.5 Customers: All contract partners, visitors, purchasers of products and/or services and natural persons, private and/or public entities or organisations and companies and cooperatives in the broadest sense of the word, such as partnerships and limited partnerships.
- 1.6 Booking: An agreement, whether verbal or written, between SnowWorld and the customer with respect to skiing, outdoor, catering and hotel-related services to be rendered by SnowWorld.
- 1.7 Booking value: The total revenue that SnowWorld expects to receive, including tourist taxes and VAT, from a booking entered into by the customer based on the average rates applicable at SnowWorld.
- 1.8 No-show: The failure of a customer to make use of a service provided on the basis of a booking without prior cancellation.
- 1.9 Health Club agreement: An agreement between SnowWorld and a customer with respect to Health Club-related services (physical and/or sporting activities) to be rendered by SnowWorld.
- 1.10 SnowWorld Outdoor Park: The entirety of the Outdoor Park comprising the Alpine Coaster and Climbing Park.
- 1.11 Climbing Park: A part of the SnowWorld Outdoor Park comprising the zip lines, Adventure Trail and Adventure Park.

Article 2. Applicability

- 2.1 These General Terms and Conditions apply to all offers, quotations, bookings, agreements and advertised products and services entered into or purchased from SnowWorld.
- 2.2 Express or tacit acceptance of the General Terms and Conditions by concluding an agreement, entering into a booking or purchasing a product or service constitutes agreement with the General Terms and Conditions and acceptance of the provisions contained therein.

Article 3. Complaints

- 3.1 SnowWorld operates a sufficiently familiar complaints procedure and handles all complaints in accordance with this procedure. Customers can contact the SnowWorld reception for information with respect to the complaints procedure.
- 3.2 Customers must report complaints to the reception as quickly as possible, in any form whatsoever, but in any case no later than two months after occurrence of the event giving rise to the complaint. Complaints must be explained clearly and in full and be accompanied by evidence, where applicable.
- 3.3 Failure to submit a complaint promptly may mean that the customer forfeits any rights he may have with respect to the complaint.
- 3.4 SnowWorld shall respond to the complaint as quickly as possible, but in any case no later than four weeks after receiving the complaint, calculated from the date of receipt. In the event that a complaint requires a longer processing time, SnowWorld shall issue confirmation of receipt of the complaint and an indication of the timeline within which the customer can expect to receive a more substantial response.

Article 4. Liability of SnowWorld

- 4.1 The exclusion of liability in this Article does not apply insofar as SnowWorld has received a payment from an insurance company or from another third party in respect of the risk that has arisen.
- 4.2 Without prejudice to the provisions of Article 8.4, SnowWorld shall not be liable for any damage to or loss of goods brought into the hotel by a customer who has taken possession of accommodation. The customer shall indemnify SnowWorld against all claims in respect of damage to or loss of personal belongings. The provisions of this Article shall not apply insofar as the damage or loss can be attributed to intent, wilful or gross negligence on the part of SnowWorld.
- 4.3 Without prejudice to the provisions of Article 4.7 and 4.8, SnowWorld shall not be liable for any damage whatsoever caused by the customer and/or third parties, unless the damage is the direct consequence of intent or gross negligence on the part of SnowWorld. This exclusion of liability shall also apply in particular to damage caused as a consequence of consuming foodstuffs prepared or served by SnowWorld and damage caused as a consequence of computer-related problems.
- 4.4 Under no circumstances shall SnowWorld be obliged to pay compensation that exceeds:
- The booking value or, if that amount is higher
 - The amount paid out by SnowWorld's insurer to SnowWorld in respect of the damage, or
 - The compensation for the damage received from another third party
- 4.5 SnowWorld shall not be liable for damage to or associated with customer vehicles, unless and insofar as the damage was caused as a direct consequence of intent or gross negligence on the part of SnowWorld.
- 4.6 SnowWorld shall not be liable for direct or indirect damage to persons or property caused as the direct or indirect consequence of any defect, capacity or circumstance relating to any movable property or building of which SnowWorld is the proprietor, tenant, lessee or owner, or which is otherwise made available for use by SnowWorld, unless and insofar as the damage was caused as a direct consequence of intent or gross negligence on the part of SnowWorld.
- 4.7 In the event of damage to goods made available for safe keeping by the customer and for which a fee has been charged as referred to in Article 8.4, SnowWorld shall be obliged to compensate for the damage to these goods resulting from their being damaged or lost. Compensation shall never be payable in respect of other goods which may be contained inside the goods which are made available for safe keeping.
- 4.8 In the event that SnowWorld accepts goods or in the event that goods are deposited, left in safe keeping and/or left behind in any way, anywhere and by anyone without SnowWorld charging a fee for the service, SnowWorld shall not be liable for damage to or in connection with these goods, however this may occur, unless SnowWorld has intentionally caused the damage or the damage is a consequence of gross negligence on the part of SnowWorld.

Article 5. Liability of the customer

The customer shall be liable for all damage which has occurred/may occur to SnowWorld and/or any third party as the direct or indirect consequence of non-fulfilment of obligations (culpable deficiency) and/or wrongful action, including breach of the House Rules, committed by the

customer and/or any guest of the customer, as well as for all damage caused by any animal and/or substance and/or item in the possession of or under the supervision of the customer and/or guest.

Article 6. Lost property

6.1 Any property which is lost or left behind on the site or in the buildings operated by SnowWorld and which is found by the customer must be handed in to SnowWorld promptly.

6.2 Property which has not been collected by the rightful owner within three years of being handed in to SnowWorld shall become the property of SnowWorld. In the event that SnowWorld informs the municipality of the lost property, it shall become the property of SnowWorld within one year of being handed in to SnowWorld.

6.3 In the event that SnowWorld sends property left behind by a customer to the customer, the costs and risk of sending shall be borne by the customer. SnowWorld is not obliged to send property to a customer.

TERMS AND CONDITIONS FOR SKIING, OUTDOOR, CATERING AND HOTEL-RELATED SERVICES/PRODUCTS

Article 7. Establishment of a booking

7.1 SnowWorld can at any time and for any reason whatsoever refuse to enter into a booking, unless such a refusal is based purely on one or more of the grounds specified in Article 429 of the Dutch Criminal Code (discrimination).

7.2 Quotations issued by SnowWorld shall be valid for fourteen days after the date on which the quotation was issued, unless otherwise agreed.

7.3 All offers made by SnowWorld with respect to the establishment of a booking are without obligation and subject to the restriction "subject to availability (and/or capacity)". In the event that SnowWorld invokes the aforementioned restriction within a period which can be considered reasonable in the circumstances following the customer's acceptance of the offer, SnowWorld shall, in the first instance, offer an alternative. In the event that the customer does not respond to the alternative offer, the proposed booking shall not be deemed to have been established.

7.4 In the event that SnowWorld has granted the customer the right of first refusal, this right cannot be revoked, unless and insofar as another potential customer makes an offer to SnowWorld to enter into a booking with respect to all or part of the services due in the option. In that case, the option holder must be informed of this offer by SnowWorld, whereupon the option holder must state whether or not he wishes to exercise the right of first refusal. In the event that the option holder does not give notice that he wishes to exercise the right of first refusal, this right shall lapse. A right of first refusal can only be granted in writing.

7.5 Bookings for one or more customers entered into by intermediaries (shipbrokers, travel agencies, event agencies, etc.), whether or not in the name of their business connection(s), shall be considered to have been concluded partly at the liability and risk of this intermediary. SnowWorld shall not owe any commission or fee, by whatever name, to the intermediary, unless otherwise agreed in writing. Payment by the customer of the whole or part of the amount due shall release the intermediary to the same extent.

Article 8. General obligations of SnowWorld

8.1 Without prejudice to the provisions of the following articles, SnowWorld shall be obliged under the booking to render the agreed services at the agreed times in the manner that is customary at SnowWorld.

8.2 The obligation stipulated in Article 8.1 shall not apply:

- In the event of force majeure affecting SnowWorld as referred to in Article 15
- In the event that the customer is a no-show or arrives more than 30 minutes late
- In the event that the customer does not promptly pay the deposit referred to in Article 13
- In the event that the customer otherwise fails to fully fulfil its obligations towards SnowWorld in whatever respect

8.3 SnowWorld shall not be obliged to accept or take into safe keeping any goods from the customer.

8.4 In the event that SnowWorld charges the customer for accepting goods and/or taking goods into safe keeping, SnowWorld shall be obliged to take reasonable care of those goods, without prejudice to the provisions of Article 4.2.

Article 9. Obligations of SnowWorld with respect to skiing, outdoor, catering and hotel-related services/products

9.1 During the agreed period, SnowWorld shall be obliged to provide the customer with accommodation and facilities and the agreed food and drink of the quantity and quality that is customary at the facility in question.

9.2 In the event that no food or drink has been agreed in advance, SnowWorld shall provide food and drink on request in accordance with what is available at the time of the request.

9.3 SnowWorld shall be obliged to provide catering services and other usual facilities that are customary in the hotel.

9.4 SnowWorld shall be obliged to display or store the House Rules (cf. Article 23 to 30) in a clearly visible location for the information of the customer, or to present the House Rules to the customer in writing. The customer shall be obliged to observe the House Rules.

9.5. Unless otherwise agreed, SnowWorld shall be entitled to consider the booking of a hotel room cancelled if the customer has not checked in on the first day of the booking by 18.00 hrs, without prejudice to the provisions of Article 10 to 12 inclusive.

9.6 In the event that the customer has not arrived within 30 minutes of the start of the booking, SnowWorld shall be entitled to consider the booking cancelled, without prejudice to the provisions of Article 10 to 12 inclusive.

9.7 Following consultation with the local competent authorities, SnowWorld shall be entitled to cancel the booking in the event of properly justified concerns of disturbance of public order. In the event that SnowWorld exercises this right, SnowWorld shall not be obliged to pay compensation.

9.8 SnowWorld shall be entitled to request that the customer accept accommodation that differs from that specified in the booking, unless such a request is clearly unreasonable and must be considered excessively inconvenient to the customer. In the latter case, the customer shall be entitled to cancel the booking to which the aforementioned request relates with immediate effect, without prejudice to its obligations arising from other bookings. In the event that SnowWorld saves money by providing accommodation that differs from that specified in the booking, the customer shall be entitled to receive the amount that has been saved as a refund. Over and above the aforementioned provisions, SnowWorld shall not be obliged to pay compensation.

Article 10. Cancellation by the customer, general

10.1 The customer shall not be entitled to cancel a booking, unless he makes a binding offer to pay the amounts specified below at the same time. Any cancellation shall be considered to include such an offer. Such an offer shall be considered to have been accepted if SnowWorld does not reject the offer. Cancellations must be made in writing and be dated. The customer cannot derive any rights from a verbal cancellation. The provisions of Article 10 to 12 inclusive apply without prejudice to the provisions of other articles.

10.2 The provisions of Article 5 and 14.4 also apply to cancellations.

10.3 In the event of a no-show, the customer shall be obliged to pay the booking value in all cases.

10.4 In the event that not all agreed services are cancelled, the provisions below apply pro-rata to the cancelled services.

10.5 In the event that one or more agreed services is cancelled in full or in part, the periods in the following articles shall be increased by four months if the booking value of the cancelled service(s) is greater than the calculated value of the other services which SnowWorld could have provided during the period in which the cancelled services were intended to be provided.

10.6 Any amounts which SnowWorld already owes to third parties at the time of cancellation based on the cancelled booking must be fully reimbursed by the customer, provided that SnowWorld has not acted unreasonably in entering into the obligations in question. The amounts in question shall contribute towards a reduction of the booking value as stipulated in the articles below.

Article 11. Cancellation/amendment of a booking by the customer

11.1 In the event of cancellation of a booking, the following shall apply:

- In the event of cancellation more than fourteen days before the time at which the first service is intended to be provided under the booking, hereinafter referred to as "the date of commencement", the customer shall be obliged to pay 60% of the booking value to SnowWorld;
- In the event of cancellation more than seven days before the date of commencement, the customer shall be obliged to pay 85% of the booking value to SnowWorld;
- In the event of cancellation within seven days of the date of commencement, the customer shall be obliged to pay 100% of the booking value to SnowWorld.

11.2 In the event of amendment of a booking, the following shall apply:

- In the event of amendment more than 21 days before the date of commencement, the customer shall be obliged to amend a maximum of 25% of the number of participants in writing;
- In the event of amendment more than seven days before the date of commencement, the customer shall be obliged to amend a maximum of 10% of the number of participants in writing, unless a previous amendment of more than 10% has already been made.

In the event that a cancellation/amendment by the customer is the consequence of force majeure (to be assessed by SnowWorld), SnowWorld shall consult with the customer and endeavour to find a favourable solution.

Article 12. Cancellation of a booking by SnowWorld

12.1 SnowWorld shall be entitled to cancel a booking subject to the following, unless the customer has provided written notice within seven days of entering into the booking requiring that SnowWorld waive its right of cancellation, provided that the customer also states that it is waiving its own right of cancellation.

12.2 In the event that SnowWorld cancels a booking, Article 10.1 shall apply correspondingly, exchanging customer and SnowWorld.

12.3 SnowWorld shall at all times be entitled to cancel a booking, without being obliged to pay the aforementioned amounts, if there is sufficient indication that the event to be held at SnowWorld on the basis of the booking is of such a different character than what might have been expected on the grounds of the customer's disclosure, or on the grounds of the capacity of the customer, that SnowWorld would not have entered into the booking if it had been aware of the actual nature of the event. In the event that SnowWorld exercises this right after the event has commenced, the customer shall be obliged to pay for the services that have been rendered up to that point in time, however the customer's obligation to pay for the remainder of the services shall cease to apply. In that event, payment for services rendered shall be calculated proportionally to the time that the event was due to last.

12.4 Instead of exercising its right as referred to in Article 12.3, SnowWorld shall be entitled to impose additional requirements with respect to the event in question. In the event of sufficient indication that these requirements are not being/will not be complied with, SnowWorld shall still be entitled to exercise its right as referred to in Article 12.3.

12.5 In the event that and insofar as SnowWorld acts as a travel operator in the legal sense, the following shall apply with respect to travel agreements in the legal sense. SnowWorld may amend an essential point in the travel agreement on grounds of important circumstances that are immediately communicated to the customer. SnowWorld may also amend a non-essential point in the travel agreement on grounds of important circumstances that are immediately communicated to the customer. SnowWorld may increase the cost of travel up to twenty days before commencement of travel as the result of changes to the costs of transport, including fuel costs, levies that may be payable or the applicable exchange rates. In the event that customer refuses to accept such a change, SnowWorld shall be entitled to cancel the travel agreement. In that event, SnowWorld shall reimburse the customer any amount that has already been paid.

Article 13. Deposit

13.1 SnowWorld shall be entitled to request that the customer pays a deposit of 75% of the booking value, less any deposits that have already been paid.

13.2 In the event that a payment as stipulated in Article 13.1 is requested, this must be paid no later than fourteen days prior to the date of commencement of the booking.

13.3 In the event that the payment term as stipulated in Article 13.2 cannot be met owing to the booking having been made less than fourteen days prior to the date of commencement of the booking, the deposit must in any case be paid prior to the date of commencement of the booking.

13.4 Deposits received shall be subject to proper administrative procedures, shall serve exclusively as security for SnowWorld and shall under no circumstances be considered turnover already realised.

13.5 SnowWorld shall be entitled to request an interim deposit for any services already rendered.

13.6 SnowWorld may recover any sums owed by the customer from the amount deposited in accordance with the provisions of the preceding articles. The balance must be repaid to the customer by SnowWorld immediately.

Article 14. Settlement and payment

14.1 The customer must pay the price stipulated in the booking. Changes to the VAT rate shall always be charged on to the customer.

14.2 All invoices, including invoices with respect to a cancellation or no-show, shall be due for payment by the customer at the time they are presented. The customer shall be responsible for paying in cash, unless otherwise agreed in writing.

14.3 If an invoice as stipulated in Article 14.2 is sent out, SnowWorld shall be entitled to impose an administration fee of €8.50. The provisions of Article 14 shall apply to that amount correspondingly.

14.4 In the event that the customer fails to fully fulfil its obligations towards SnowWorld, SnowWorld shall be entitled to take over and keep all goods which the customer has brought with him to SnowWorld until the customer has fulfilled all of its obligations towards SnowWorld to the satisfaction of SnowWorld.

14.5 If payment otherwise than in cash is agreed, all invoices for any amount must be paid by the customer to SnowWorld within fourteen days of the invoice date.

14.6 In the event that and insofar as payment is not made in good time, the customer shall be in default without any notice of default being necessary.

14.7 In the event that the customer is in default, he must reimburse SnowWorld for all costs, both judicial and extrajudicial, arising from collection. The set level of extrajudicial collection costs is a minimum of 15% of the principal amount owed, with a minimum of €100, to be increased by the VAT due on that amount.

14.8 Moreover, in the event that the customer is in default, he shall be charged interest at the legal interest rate. When the amount of interest due is calculated, part of a month shall be counted as a full month.

14.9 In the event that SnowWorld has any goods in its keeping as referred to in Article 14.5 and the customer from whom SnowWorld has received the goods is in default for three months, SnowWorld shall be entitled to sell these goods publicly or privately (after the owner has been informed of the sale a minimum of three days in advance) and to recover the amount owed from the proceeds. The costs associated with the sale shall be borne by the customer and SnowWorld shall also be entitled to recover these costs from the proceeds of the sale. Once SnowWorld has recovered all amounts owed, any remaining money shall be paid to the customer.

14.10 All payments shall, regardless of any endorsements or observations made by the customer at the time of payment, be considered as serving to reduce the debt of the customer to SnowWorld in the following order:

- The costs of execution
- The judicial and extrajudicial collection costs
- The interest

- The damage
- The principal amount

14.11 Payment shall be made in the currency in use in the Netherlands. SnowWorld shall not accept foreign currencies.

14.12 SnowWorld shall not be obliged to accept cheques, giro payment cards and other such means of payment and may attach conditions to the acceptance of such means of payment. This shall also apply to other means of payment not referred to here.

Article 15. Force majeure

15.1 Force majeure for SnowWorld, which means that any deficiency caused by this cannot be attributed to SnowWorld, shall be defined as every unforeseen or unforeseeable circumstance which interferes with the fulfilment of the booking by SnowWorld to such an extent that the fulfilment of the booking becomes impossible or difficult.

15.2 Such circumstances are also understood to include such circumstances involving persons and/or services and/or institutions which SnowWorld is planning to use in fulfilment of the booking, as well as everything that applies to the aforementioned in terms of force majeure or reasons for postponement or cancellation, as well as non-fulfilment of the aforementioned.

15.3 In the event that either of the parties to a booking is not in a position to fulfil any obligation in the booking, it shall be obliged to inform the other party of this as soon as possible.

TERMS AND CONDITIONS FOR HEALTH CLUB-RELATED SERVICES/PRODUCTS

Article 16. The offer

16.1 The offer from SnowWorld Health Club shall be issued in writing and shall apply throughout a period specified by SnowWorld Health Club. In the event that no period is set for acceptance of the offer, the offer shall be valid for a period of two weeks after the date on which it was issued.

16.2 The offer shall comprise as a minimum:

- The cooling-off period, as referred to in Article 18
- The facilities and supervision that may be utilised
- The days and times on/at which the facilities may be used
- The costs of membership, clearly specifying whether or not this is a periodic or one-off charge
- The payment method and the applicable payment term
- The agreement period and corresponding notice period or, in the case of a ticket strip, the validity period
- A reference to the House Rules

16.3 The description of the offer must be adequate enough that the customer is able to make a proper assessment of the offer.

16.4 The offer shall be issued in writing and, if requested by the customer, shall be accompanied by a copy of these General Terms and Conditions.

Article 17. Health Club agreement

The Health Club agreement is established by signing the offer. The Health Club agreement is strictly personal.

Article 18. Cooling-off period

The customer shall be granted a period of seven days after signing the Health Club agreement during which it may revoke the agreement free of charge. The right to revoke the agreement shall cease to be valid once the customer makes use of the Health Club facilities.

Article 19. Duration and termination

19.1 In the first instance, a Health Club agreement shall be concluded for a fixed period of time. This period is dependent upon the membership option that has been chosen and the date on which the membership commenced. Memberships run from the beginning to the end of a calendar month. The total membership period comprises the date on which the agreement was concluded and runs until the end of the relevant period, plus the number of months specific to the membership type. Upon expiry of this period, the Health Club agreement shall continue for an indefinite duration.

19.2 SnowWorld shall offer either a Health Club agreement with a duration of one year or less or a Health Club agreement with a duration of one year or more. A Health Club agreement with a duration of one year or less shall always be cancelled in writing, taking into account a notice period of one month prior to the end of the membership period. A Health Club agreement with a duration of one year or more may be cancelled in writing after one year, taking into account a notice period of one month and the provisions of Article 19.3. A notice period of one month shall apply to cancellation of a membership of indefinite duration.

19.3 In the event of premature cancellation of a Health Club agreement with a duration of one year or more as referred to in Article 19.2, SnowWorld shall be entitled to recalculate the membership fee on the basis of the actual period used and the corresponding demonstrable (higher) membership fee.

19.4 Interim cancellation by the customer shall be permitted in the event that:

- The customer demonstrably relocates to another place of residence and it cannot reasonably be expected that the customer shall continue to make use of the Health Club facilities for the remainder of the membership period. This shall be assessed by SnowWorld.
- The customer sustains a demonstrable injury or develops a demonstrable illness and shall be unable to make use of the Health Club facilities for the remainder of the membership period as a result. This shall be assessed by SnowWorld.

Cancellation must be made in writing, taking into account a notice period of one month after the month in which the cancellation is made.

19.5 In addition to the cancellation option as referred to in Article 19.4, the customer may also freeze the membership. In the event that the customer is unable to make use of the Health Club facilities for a period in excess of one month due to a demonstrable injury or illness, the membership period shall be extended by that period at no extra cost.

19.6 Interim cancellation by SnowWorld, with immediate effect, shall be permitted in the event that:

- The customer infringes one or more of the provisions of these General Terms and Conditions or the applicable House Rules, unless the infringement does not justify interim cancellation, or
- The customer has acted unlawfully towards SnowWorld or towards one of its contractors.

In that case, the remaining membership fee shall be reimbursed, less any amount in compensation for demonstrable damage sustained by SnowWorld.

19.7 In the event that SnowWorld terminates its business, interim cancellation by SnowWorld shall be permitted, taking into account a notice period of one month. In that case, the remaining membership fee shall be reimbursed.

Article 20. Price and price changes

20.1 The membership fee shall be agreed in advance.

20.2 Any price increase shall be announced by SnowWorld no later than two weeks in advance.

20.3 In the event of a price increase, the customer shall be entitled to withdraw from the Health Club agreement within four weeks of the increase being announced. In that case, the remaining membership fee shall be reimbursed.

20.4 The entitlement to withdraw from the agreement as referred to in Article 20.3 shall not apply to price changes on account of the consumer price index or to price changes as the result of legislative changes.

Article 21. Interim changes

21.1 SnowWorld shall be entitled to make interim changes to the facilities and opening times. Such changes shall be announced no later than four weeks in advance.

21.2 In the event of changes as referred to in Article 21.1 which are to the disadvantage of the customer, the customer shall be entitled to terminate the membership without notice within four weeks of the changes being announced, unless the changes do not justify a cancellation. In the event that aforementioned cancellation is justified, the remaining membership fee shall be reimbursed.

Article 22. Payment

22.1 Membership fees due shall be charged and paid by the method agreed.

22.2 In the event that the payment is not received on time, the customer shall be in default by operation of the law. In that case, the customer shall be notified in writing and shall then have a period of two weeks in which to pay the outstanding amount.

22.3 Upon expiry of the new payment date, SnowWorld shall be entitled to charge interest at the legal interest rate and any reasonable (extrajudicial) costs incurred from expiry of the original payment date. Moreover, SnowWorld shall be entitled to prevent the customer from accessing the Health Club facilities.

22.4 In the event that the customer fails to fulfil the payment obligation, SnowWorld shall be entitled to take legal action.

HOUSE RULES

Article 23. General House Rules

23.1 Customers access and use the SnowWorld site/building entirely at their own risk. The site/building is available to customers for normal use. Customers must follow the instructions of SnowWorld personnel and signage on the site/in the building at all times. SnowWorld shall not be liable for any damage, however this may occur, as the result of accessing the site or using the building.

In the event that the customer fails to follow the instructions of personnel or signage, SnowWorld shall be entitled to refuse access to the site/building without granting any right to a reduction in monies paid, in any form whatsoever.

23.2 Visitors with relevant medical conditions are discouraged from participating in the activities. SnowWorld shall not be liable for the development and/or worsening of symptoms and/or conditions.

23.3 Smoking is prohibited throughout the SnowWorld building. In addition, smoking is prohibited in the SnowWorld Outdoor Park. Smoking is permitted in the designated areas only.

23.4 Consumption of alcohol is prohibited before or during activities on the SnowWorld ski slope, in the SnowWorld Outdoor Park and/or SnowWorld Health Club. SnowWorld shall be entitled to refuse access to SnowWorld facilities in the event that the customer is under the influence of alcohol or drugs.

23.5 Misuse and/or vandalism of safety equipment (such as extinguishing means, smoke detectors or fire-alarm systems) is prohibited. In cases of misuse and/or vandalism, SnowWorld shall be entitled to notify the police and/or refuse access to the site/building without granting any right to a reduction in monies paid, in any form whatsoever. Any costs incurred as the result of misuse and/or vandalism shall be charged to the persons involved.

23.6 Only food and drink purchased from SnowWorld may be consumed on the SnowWorld site/in the SnowWorld building.

23.7 Weapons and other offensive objects are strictly prohibited on the site/in the building. SnowWorld shall be entitled to confiscate such weapons or offensive objects, to notify the police and to refuse access to the site/building without granting any right to a reduction in monies paid, in any form whatsoever.

23.8 Physical or verbal abuse, as well as other undesirable behaviour towards other customers, SnowWorld personnel, SnowWorld property or the property of other customers shall not be tolerated. In cases of physical or verbal abuse, as well as other undesirable behaviour, SnowWorld shall be entitled to notify the police and/or refuse access to the site/building without granting any right to a reduction in monies paid, in any form whatsoever.

23.9 SnowWorld shall be entitled to close off (areas of) the site/building to customers without granting any right to a reduction in monies paid, in any form whatsoever.

23.10 Pets are permitted on the site/in the building, or areas thereof, provided that they are kept on a lead. Pets must not cause a nuisance towards other persons on the site/in the building. In cases of nuisance from pets, in any form whatsoever, SnowWorld shall be entitled to refuse access to the site/building without granting any right to a reduction in monies paid, in any form whatsoever.

Article 24. Parking

24.1 The rules and traffic signals laid down by the Dutch Highway Code apply to all of our parking areas. In order to ensure a smooth flow of traffic, customers must (if applicable) follow the instructions of SnowWorld personnel.

24.2 You must park your vehicle within the designated spaces or as instructed by SnowWorld personnel.

24.3 In the event that you park your vehicle outside of the spaces designated by SnowWorld, SnowWorld shall be entitled to remove your vehicle at your risk and expense.

24.4 SnowWorld shall not be liable for damage to your vehicle resulting from a break-in, collision or otherwise. This also applies expressly to damage caused by inclement weather, fire, hail, explosion or other extraordinary events.

Article 25. Recording (video, photography, audio)

25.1 Recordings, whether video, photography or audio, are not permitted on the SnowWorld site or in the SnowWorld building without the express permission of SnowWorld.

25.2 Customers should be aware that recordings, whether video, photography or audio, may be made on the SnowWorld site or in the SnowWorld building at any time. If you do not wish to appear on a recording, avoid the location where recordings are being made at the time.

Article 26. CCTV

Customers should be aware that CCTV is operation on the SnowWorld site and in the SnowWorld building for your safety and security and that of your belongings.

Article 27. House Rules for ski slope

In addition to the general House Rules in Article 23 to 26 inclusive, the House Rules specified in this Article apply specifically to the areas in which ski facilities are offered. All persons entering these areas shall be automatically and unconditionally bound to the provisions of this Article.

27.1 Access to the slope is prohibited without a valid access pass.

27.2 You shall pay in advance for a minimum of one hour. In the event that you remain on the slope beyond the time for which you have paid, you shall be required to pay an additional charge of €0.25 per minute afterwards at the cash register.

27.3 Use of the slopes and lifts is entirely at the risk of the user. SnowWorld shall not be liable for damage (including but not limited to injury) caused through use of the slopes and lifts. SnowWorld shall not be liable for damage to or loss of equipment. Damage to equipment belonging to SnowWorld shall be compensated by the person causing the damage. In the event of a failure to fulfil its obligation of care, SnowWorld shall be liable for damages.

27.4 Admission fees shall not be reimbursed.

27.5 In the event of fraudulent use of a personal access pass, the pass shall be blocked for a period of two months.

27.6 We ask that you always take into account your own safety and that of others.
27.7 You must follow the instructions of SnowWorld personnel at all times.
27.8 It is prohibited to stop on the centre of the slope or to otherwise block the slope without good cause. If you need to stop, please move to the side.
27.9 Only skilled users are permitted to use the lifts. It is prohibited to board or leave the lifts other than at their start and end points.
27.10 Users ascending or descending the slope on foot must do so at the side of the slope.
27.11 Adults shall be responsible for properly supervising their children, taking into account the provisions of Article 27.1.
27.12 Gloves must be worn on the slope.
27.13 Bags, in any form whatsoever, are prohibited on the slope.
27.14 The consumption of food and drink is prohibited on the slope.
27.15 Ski and snowboard equipment that is the property of SnowWorld must not be taken outside. Any attempt to do so shall be considered theft and reported to the police. SnowWorld reserves the right to check the contents of all bags.
27.16 All belongings must be collected from the rental area before closing time.
27.17 Giving ski lessons on the slope on your own initiative is prohibited.
27.18 Access to the slope is prohibited in regular shoes.
27.19 Passing is permitted, provided that this is done at such a distance that the person being passed is not impaired in his/her movement. Users approaching from behind must choose their course such that they do not endanger users ahead of them.
27.20 Air boarding and tube gliding are permitted on a pre-determined area of the slope, provided that any such activity is supervised by an instructor appointed by SnowWorld.
27.21 All users of the slope must be able to stop or give way at all times. Users must adapt their speed to their skills, the condition of the slope and the number of people using the slope at the time.
27.22 It is not permitted to stop in narrow or cluttered areas of the slope without good reason. Users who fall must clear the area as quickly as possible.
27.23 Access to some slopes is restricted to skilled/experienced users only. All users must follow the instructions applicable to the slope at the time. SnowWorld shall be entitled to refuse access to (one of the) slopes if it deems the user to be insufficiently skilled/experienced.
27.24 Sledging is prohibited on the slope.

Article 28. House Rules for hotel

In addition to the general House Rules in Article 23 to 26 inclusive, the House Rules specified in this Article apply specifically to the areas in which hotel facilities are offered. All persons entering these areas shall be automatically and unconditionally bound to the provisions of this Article.

28.1 It is prohibited to take ski and snowboard equipment back to your hotel room. Special lockers are available at the hotel reception for storage of ski and/or snowboard equipment.
28.2 It is prohibited to place items outside of your hotel room.
28.3 To guard against theft, we ask that you take the following into account:
- Always close and lock the door to your hotel room when you leave
- Store valuable objects in the safe in your hotel room
28.4 Pets are permitted in hotel rooms, provided that express authorisation has been granted by SnowWorld. The owner of the pet shall be responsible for the behaviour of the pet. Any additional cleaning costs resulting from the presence of a pet in the hotel room shall be charged to the customer.
28.5 It is not permitted for more people to stay in the hotel room than were specified on the booking.
28.6 You must check out by 11.00 a.m. at the hotel reception (unless otherwise agreed).

Article 29. House Rules for Health Club

In addition to the general House Rules in Article 23 to 26 inclusive, the House Rules specified in this Article apply specifically to the areas in which Health Club facilities are offered. All persons entering these areas shall be automatically and unconditionally bound to the provisions of this Article.

29.1 Pets are prohibited.
29.2 Clean sports clothing and a towel are obligatory.
29.3 Only clean sports shoes that do not leave surface marks are permitted in the Health Club facilities.
29.4 Loose objects (e.g. dumbbells, weights, steps, etc.) must be returned to their respective locations after use.
29.5 Equipment that has been soiled in any way during use must be cleaned after use. SnowWorld shall make cleaning items available for this purpose.
29.6 Persons under the age of sixteen are not permitted to access the Health Club facilities, unless permitted to do so by SnowWorld personnel.
29.7 Customers must shower before entering the sauna and jacuzzi.
29.8 No bathing wear is permitted in the sauna. The use of a towel is compulsory and flip-flops preferable.

Article 30. House Rules for Outdoor Park

In addition to the general House Rules in Article 23 to 26 inclusive, the House Rules specified in this Article apply specifically to the areas in which Outdoor Park facilities are offered. All persons entering these areas shall be automatically and unconditionally bound to the provisions of this Article.

30.1 Access to the SnowWorld Outdoor Park is granted to users with a valid access pass only.
30.2 The Climbing Park is accessible to children over six years of age with a minimum height of 1.20 metres, who are accompanied by a climbing adult. Anyone taller than 1.40 metres may use the Climbing Park without supervision. The maximum permissible body weight is 120 kg.
30.3 All users must have watched the instruction video before entering the Climbing Park.
30.4 Users shall be provided with a safety harness and helmet before entering the Climbing Park. These must be worn. Use of your own safety harness or helmet is not permitted.
30.5 Sturdy (sports) footwear must be worn. Sandals and flip-flops are prohibited.
30.6 All pockets must be emptied before entering the SnowWorld Outdoor Park. Lockers are provided in the equipment room for storage of personal belongings. A fee of €0.50 is charged for this facility.
30.7 We advise people with long hair to tie their hair back before entering the SnowWorld Outdoor Park.
30.8 Users are not permitted to uncouple the life-line themselves.
30.9 Consumption of alcohol is prohibited before entering the SnowWorld Outdoor Park.
30.10 Children over the age of three years are permitted to use the Alpine Coaster. Children under the age of eight years are only permitted to use the Alpine Coaster if accompanied by someone over eight years of age, provided that that person is familiar with the course and has been given permission by an adult to use the Alpine Coaster individually.
30.11 A safety harness must be worn whilst using the Alpine Coaster.
30.12 Users must maintain a minimum distance of 25 metres from the person in front of them. In poor weather, this distance shall be increased to a minimum of 50 metres.
30.13 Stopping whilst riding the Alpine Coaster is prohibited, except in case of emergency.

FINAL PROVISIONS

Article 31. Final provisions

31.1 These General Terms and Conditions supersede all previous publications of General Terms and Conditions.

31.2 These General Terms and Conditions can also be found on our website www.snowworld.com. A copy of these General Terms and Conditions can be provided to the customer free of charge on request.

31.3 Once these General Terms and Conditions have been declared in effect as referred to in Article 2, they shall be subject to Dutch law, unless otherwise determined on the basis of imperative law.

31.4 Any disputes between parties shall be ruled on exclusively by a competent court.

31.5 The invalidity of one or more of the provisions of these General Terms and Conditions shall not affect the validity of the other provisions. In the event that any part of these General Terms and Conditions appears invalid, the parties shall be required to agree a replacement condition which comes as close as possible to the meaning and scope of the original.

31.6 All use of the SnowWorld name and logo is prohibited without the express permission of SnowWorld. Subject to misprints and typesetting errors.

These General Terms and Conditions were deposited with the Chamber of Commerce in The Hague on 31 August 2015 under number 27.25.14.97.