**General Terms and Conditions of the municipality of Silvaplana (Switzerland) for the Stöckli Skiplausch 2026**

**1. registration and conclusion of contract**
The event can only be booked as a complete arrangement.

The information on the registration form must be true.

By selecting the payment method credit card or another digital payment method (Google pay / Apple pay / PostFinance / TWINT), the booking is guaranteed immediately and the in voice amount is debited directly.

If a booking is made without providing credit card details, the arrangement is deemed to be booked as binding upon receipt of the confirmation. The invoice will be sent via CembraPay and must be paid within the specified period. After booking, you will receive a written confir mation and invoice (for payment by invoice) or receipt (for immediate payment).
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If you, as the person making the booking, register further participants, you are responsible for the correct details on the registration form and are responsible for the contractual obligations of the other participants (in particular payment for the arrangement) as for your own obligations.

The contractual agreements and these General Terms and Conditions of Contract and Travel apply to all participants registered by you.

**2. invitations to tender and content of the contract**
The invitations to tender on websites, in brochures, newspapers, etc. are not binding offers on the part of the municipality of Silvaplana. The municipality of Silvaplana may change these invitations to tender (including the prices) at any time before the contract is concluded.

The services provided by the municipality of Silvaplana are set out in the advertisement and confirmation applicable at the time of booking.

Brochures, information from service providers etc. do not bind the municipality of Silvaplana. The same applies to information in forums etc.

If you purchase services on site from service providers or third parties that are not part of the contract with the municipality of Silvaplana, you should conclude the contracts directly with the relevant companies. The municipality of Silvaplana is not responsible for the fulfillment of their contracts, etc.

**3 Conditions of participation and obligations to cooperate**
**3.1 Truthful information**
You undertake to provide truthful information about your abilities and skills, etc. To take pa rt in the Stöckli ski fun, you are expected to have at least a basic level of skiing ability. If thi s is not the case, we reserve the right to exclude you from the ski groupIf there are other ci rcumstances that could restrict your participation in any way, you must inform the municipa lity of Silvaplana when you register or immediately afterwards if you join later. If such circu mstances arise during the event, the ski instructors must be informed immediately.

**3.2 Obligation to cooperate**
The allocation of groups is made by the ski instructors or the municipality of Silvaplana (and their assistants) and is final. The ski instructors and the municipality of Silvaplana (and their assistants) can assign a participant to another group at any time. The instructions of the ski instructors and the municipality of Silvaplana (including their assistants) must be followed. Ski instructors and the municipality of Silvaplana (including their assistants) are entitled to exclude participants from the event if they endanger themselves, other participants or third parties, disrupt the orderly running of the event through their behavior, do not follow the instructions of the ski instructors or the municipality of Silvaplana (and their assistants) or do not have the necessary knowledge and/or skills etc. to participate in the event. In this case, the price will not be refunded (see section 9).

Participants are responsible for the correct equipment (clothing, etc.).

The test material provided must be handled with care. It must not be left unattended or stored. Any damage must be reported immediately to the ski instructor or the test center. Participants are liable for culpably caused damage.

**4. terms of payment**
The price is payable to CembraPay within 20 days of receipt of the invoice. The prices are e xclusive of visitor's tax.

If the invoice is not paid within the period stated on the invoice or within the period agreed for payment of the installments, you will be in default without CembraPay having to carry out a formal reminder procedure.

In the event of late payment, CembraPay reminder fees must be paid.

The package price does not include accident insurance. The municipality of Silvaplana recommends that participants check their insurance cover for sports accidents and take out additional insurance if necessary. Insurance is the responsibility of the participants.

**5 Changes and cancellation of the arrangement by the participant**
**5.1 Changes**
Changes can be made free of charge up to 10 days before the start of the arrangement. In the event of changes during the cancellation period, the cancellation costs listed below are due. This does not apply to changes that only incur minor costs. These will be invoiced.

**5.2 Cancellations**
Cancellations and changes within the following deadlines are subject to the following cancellation fees:

**10 days to 0 days before arrival, 100% of the booking amount**
**Cancellation fees are due for immediate payment upon receipt of the cancellation fee invoice.**

Cancellation fees are due for immediate payment upon receipt of the cancellation fee invoice.The date of receipt of your declaration by the Municipality of Silvaplana during norm al office hours is decisive for calculating the date of change or cancellation; on Saturdays

Sundays and public holidays, the next working day is decisive. This regulation also applies to notifications by e-mail, via the website, telephone answering machine, fax or other electronic media.

We recommend that you take out cancellation insurance. Cancellation insurance can be taken out when booking online.

**6. Test material**
If contractually agreed, participants will be provided with test material in accordance with the program announcement. There is no entitlement to specific test equipment. The test center or the ski instructors and the municipality of Silvaplana (including their assistants) make the final decision on the allocation of the test material.

The test material must be returned to the test center on time and in full. In the event of late return, an appropriate fee may be charged, which must be paid in cash upon return.

If the test material is not returned or is returned damaged, the participant shall be liable for appropriate compensation.

**7 Changes to the program or cancellation of the event by the municipality of Silvaplana before the start**
**7.1 General**
The municipality of Silvaplana may change the program or individual services after conclusion of the contract and before the start of the event or cancel the event altogether if force majeure, natural disasters, unforeseeable or unavoidable circumstances, official measures, etc. make this necessary. The municipality of Silvaplana will endeavor to offer you equivalent replacement services and will inform you of their impact on the price.

**7.2 Cancellation for reasons for which you are responsible**
The municipality of Silvaplana is entitled to cancel your event if you give justified cause for this through actions or omissions. In this case, the cancellation costs are owed in accordance with section 5.2. We reserve the right to claim further damages.

**7.3 Minimum number of participants**
For some events offered by the municipality of Silvaplana, a minimum number of participants applies, which can be found in the respective announcement. If the minimum number of participants is not reached, the municipality of Silvaplana may cancel the event up to 30 days before the start of the event at the latest. In this case, the municipality of Silvaplana will refund the paid travel price (insurance premiums will not be refunded or remain due). Further claims on your part are excluded

**8 Changes to the program during the event or cancellation of the event by the municipality of Silvaplana**
**8.1 General information**
The events take place in the open air and the respective weather, snow and slope conditions etc. must be taken into account. must be taken into consideration. The municipality of Silvaplana therefore reserves the right to adapt the program or individual services to the respective conditions or to terminate the event prematurely. If the remedy causes excessive costs or disproportionate effort for the municipality of Silvaplana or the organizers, the municipality of Silvaplana or the organizers may refuse to remedy the situation. Any additional costs shall be borne by the participant.

**8.2 Force majeure**
If program and service changes or service cancellations are caused by force majeure, the municipality of Silvaplana has the right to refuse to remedy the situation and to terminate the event prematurely. Possible additional costs shall be borne by the participant.

**9. You start the event but are unable to complete it, services not purchased**
**9.1.** If you cancel the event prematurely or do not use certain services, the price of the travel arrangement or the services not used cannot be refunded. Any services not used will be refunded to you, less an appropriate processing fee, provided that they are not charged to the municipality of Silvaplana and are not completely insignificant services, are not very small amounts or do not conflict with statutory or official regulations.

**9.2** This arrangement is offered as a complete package. Refunds for individual services inc luded in the package (e.g. mountain railway and public transport tickets) are excluded.

**9.2.** Any costs arising from the termination of the event shall be borne by you. In this context, please also note the possibility of taking out so-called return travel costs insurance, which is not included in the travel price.

**10. If you have something to complain about**
**10.1. Complaint period and request for remedy**
If the event does not comply with the contractual agreement or if you suffer damage, you are obliged to complain immediately to the service provider (hotel, test center, etc.) about this defect or damage and to demand remedy free of charge.

**10.2.** The service provider shall endeavor to remedy the situation within a reasonable period of time for the event. If no remedy is provided within a reasonable period of time for the event or if the remedy is insufficient, have the service provider record the defects or damage complained about and the failure to remedy them in writing. - They are not entitled to recognize any claims for damages etc. on behalf of the municipality of Silvaplana.

If you do not receive any support from the service provider, please contact the municipality of Silvaplana directly. You will receive the necessary information with your travel documents.

**10.3. How to assert your claims against the municipality of Silvaplana**
If you wish to assert claims for defects, refunds or damages etc. against the municipality of Silvaplana, you must submit your claim in writing to the municipality of Silvaplana within one month of the contractual end of the event. Your claim must be accompanied by confirmation from the service provider and any evidence.

**10.4. Forfeiture of your claims**
If you do not report the defects or damage etc. in accordance with sections 10.1. to 10.3., you will lose and forfeit all rights, such as the right to remedy, self-help, reduction of the travel price, termination of the contract, compensation, etc. The same applies if you have not asserted your claim in writing to the municipality of Silvaplana within one month of the contractual end of the trip.

**11. Liability of the municipality of Silvaplana**
Participants are aware that sporting activities are associated with an increased risk and that they bear this risk themselves.

## 11.2 Limitations of liability, exclusions of liability

### 11.2.1 International agreements and national laws

If applicable international agreements, laws based on international agreements or national laws contain limitations or exclusions of compensation for damages, etc. arising from non-performance or improper performance of the contract, the municipality of Silvaplana shall only be liable within the scope of these agreements and laws.

### 11.2.2 Exclusions of liability

The municipality of Silvaplana shall not be liable in particular if the damage is attributable to the following causes:

- to omissions before or during the event by the participant, e.g. unsuitable equipment, failure to meet the participation requirements, incorrect information, failure to follow instructions, unsuitable choice of route, failure to observe the slope signaling, etc.
- unforeseeable or unavoidable failures on the part of a third party who is not involved in the provision of the contractually agreed service.
- force majeure or an event which the municipality of Silvaplana, ski instructors, test centers etc. or service providers etc. could not foresee or avert despite due care.

In these cases, any claims for price reduction, liability for damages, obligation to compensate immaterial damages, frustration damages, compensation for self-help, etc. of the municipality of Silvaplana are excluded.

### 11.2.3. Personal injury

The municipality of Silvaplana shall be liable for personal injury resulting from non-performance or improper performance of the contract within the scope of these General Terms and Conditions of Contract and Travel, the applicable international agreements, the laws based on international agreements and national laws.

### 11.2.4 Other damage (property damage and financial loss, etc.)

In the case of other damage, i.e. not personal injury, arising from the non-fulfilment or improper fulfilment of the contract, the liability of the municipality of Silvaplana is limited to a maximum of twice the event price/person per participant, unless the damage was caused intentionally or through gross negligence; these General Terms and Conditions of Contract and Travel as well as the applicable international agreements, laws based on international agreements and national laws with lower liability limits or exclusions of liability remain reserved.

### 11.2.5. Uselessly spent vacation time, lost vacation enjoyment, frustration damages

The municipality of Silvaplana is not liable for uselessly spent vacation time, lost vacation enjoyment, frustration damage, etc.

### 11.2.6 Valuables, cash, jewelry, credit cards, photo/video equipment, cell phones, etc.

We expressly draw your attention to the fact that you are responsible for the safe storage of valuables, cash, jewelry, credit cards, photographic and video equipment, cell phones, etc.

Under no circumstances may you leave these items unattended in an unguarded vehicle, etc. or anywhere else.

The municipality of Silvaplana is not liable for theft, loss, damage or misuse of lost valuables, photographic and video equipment, cash, jewelry, credit cards, cell phones, etc.

**11.3 Events during the event**
Local events or excursions may be booked outside of the agreed event program. It cannot be ruled out that such events and excursions are associated with risks. It is your own responsibility whether you take part in such events and excursions. These events and excursions are organized by third-party companies (third-party services). The municipality of Silvaplana is not your contracting party and is not liable under any circumstances. These are also third-party services if you book them with a service provider on site or if ski instructors take part in them.

**11.4 Non-contractual liability**
Non-contractual liability is governed by the applicable national legal provisions, legal provisions based on international agreements and international agreements. In the case of other damage (i.e., not personal injury), liability is in any case limited to twice the travel price/person per traveler, unless international agreements, laws based on international agreements, national laws or these General Terms and Conditions of Contract and Travel provide for lower liability limits or exclusions of liability.

**11.5. Statute of limitations**
All claims shall lapse within one year of the contractual end of the trip. Shorter limitation periods in the applicable international agreements, laws based on international agreements or national laws or longer, contractually non-amendable limitation periods remain reserved.

**12. Self-travel, travel documents and arriving on time**
You are responsible for organizing your own travel arrangements, including the necessary travel documents and identity papers. If you arrive late for the event, any services not purchased cannot be refunded (see section 9).

If you enter Switzerland as a citizen of a Schengen state from a Schengen state, no systematic checks are carried out on your identity documents. Nevertheless, you must be able to identify yourself with the prescribed identity documents. This means that you must always carry the prescribed identity document with you.

**13. Data protection**
**13.1 Your data**
The municipality of Silvaplana requires various data from you and your fellow travelers (such as first and last name, date of birth, address, telephone number, etc.) in order to process the contract correctly. The municipality of Silvaplana is subject to Swiss data protection legislation. We are obliged to keep your data secure and store it in Silvaplana, Switzerland.

**13.2. Transmission to service providers and authorities**
The municipality of Silvaplana will forward your data to the service providers to the extent necessary to process the contract.
Both the municipality of Silvaplana and the service providers may be obliged by law or official order to disclose your data to other authorities.

**13.3. Events with cooperation partners**
Some events organized by the municipality of Silvaplana are advertised with cooperation partners (media, sporting goods manufacturers and retailers). This results from the respective invitation to tender. In this case, the municipality of Silvaplana transmits the first and last names and addresses, including the e-mail address, to the relevant cooperation partner for marketing and advertising purposes. The cooperation partners process this personal data in accordance with their own data protection regulations.

The event participant expressly agrees to this transfer of personal data to the respective cooperation partner. The event participant can inform the municipality of Silvaplana at the time of booking that his/her data may not be passed on to the cooperation partner.

**13.4. Personality profiles**
Under certain circumstances, the personal data transmitted to the municipality of Silvaplana may result in a so-called "personality profile". Whether a "personality profile" is created depends on the type and scope of the data transmitted. By booking an event organized by the municipality of Silvaplana, you expressly grant the municipality of Silvaplana the right to use the personal data within the scope of this data protection provision (section 13).

**13.5. Information about our offers/programs**
We will take the liberty of informing you about our programs and trips in the future. You can unsubscribe from this service at any time by contacting the municipality of Silvaplana.

**13.6. Enforcement of rights**
The municipality of Silvaplana reserves the right to forward your data to authorities and third parties to enforce legitimate interests. The same applies if a criminal offense is suspected.

**13.7. Questions about data protection**
If you have any questions about data protection, would like to inspect the data stored by us or unsubscribe from our information service, please contact Tourismus Silvaplana, Via dal Farrer 2, 7513 Silvaplana, tourismus@silvaplana.ch

**14. Applicable law and place of jurisdiction**

**14.1.** Swiss law applies to all legal relationships between you and the municipality of Silvaplana. Silvaplana, Switzerland is agreed as the exclusive place of jurisdiction.

**14.2.** The invalidity of individual provisions of the travel contract does not invalidate the entire contract.
**14.3.** The above provisions on the choice of law and the place of jurisdiction apply subject to contractually unalterable provisions in applicable laws or international agreements.

Silvaplana, January 2026