General Terms and Conditions of the Municipality of Silvaplana (Switzerland) for the Corvatsch Ski & Dine Package 26/27

1. Registration and contract conclusion

The event can only be booked as a complete package.

The information in the registration must be truthful, in particular in the case of the questions concerning your skill and your ability (also see section 3).

By selecting the payment method **credit card** or another digital payment option (Google Pay, Apple Pay, PostFinance, TWINT, or Klarna), the booking is guaranteed immediately and the invoice amount will be charged directly.

For bookings made **without providing credit card details** (payment by invoice), the package is considered binding upon receipt of the booking confirmation. The invoice (up to a limit of CHF 3,000) will be issued via CembraPay and must be paid within the specified payment period. After registration, you will receive a written confirmation as well as either an invoice (for payment by invoice) or a receipt (for immediate payment).

After registration, you will receive a written confirmation and invoice from the Municipality of Silvaplana.

If, as the person booking, you register **additional participants**, you are responsible for providing the correct information in the registration and are responsible for the contractual obligations of the other participants (in particular payment of the travel price) as well as for your own obligations.

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

2. Quotes and contract content

Quotes 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 announcements (including prices) at any time prior to the conclusion of the contract.

The services of the Municipality of Silvaplana are based on the quote and confirmation issued at the time of booking.

Brochures, information from service providers. etc., are not binding on the Municipality of Silvaplana. The same applies to information in forums, etc.

If you purchase services locally from service providers or third parties that are not part of the contract with the Municipality of Silvaplana, you conclude the contracts with the respective companies directly. The Municipality of Silvaplana is not responsible for the fulfilment of the contract, etc.

3. Payment conditions

The price is payable to CembraPay within 20 days of receipt of the invoice. The prices are exclusive of visitor's tax.

If the invoice is not paid within the period stated on the invoice or the period agreed for payment of the instalments, you will be in default without swissbilling having to carry out a formal reminder procedure.
In the event of late payment, swissbilling reminder fees are payable. The reminder fees are CHF 20.00 from the first reminder and CHF 20.00 for each subsequent reminder.

The package price does not include accident insurance. The Municipality of Silvaplana advises participants to check insurance cover for sports accidents and to take out any necessary additional insurance. Insurance is the responsibility of the participant.

4. Changes to and cancellation of the package by the participant
4.1. Changes
Changes can be made for free up to 11 days before the arrangement begins. In case of changes during the cancellation periods, the corresponding cancellation costs are due. This does not apply to changes that only result in minor costs. These are invoiced.

4.2. Cancellations
In the event of cancellations and changes within the following periods, the following cancellation costs will be incurred:

From 10 days to 0 days before arrival and in case of no-show: 100% of the booking amount.

The cancellation costs are due for immediate payment upon receipt of the cancellation charge invoice.

Decisive for the calculation of the change or cancellation date is the date of receipt of your communication to the Municipality of Silvaplana during normal office hours; in case of communication on a Saturday, Sunday or public holiday, the next working day is decisive. This regulation also applies to communications by email, via the website, telephone answering machines, fax or other electronic media.

We recommend that you take out cancellation insurance.

5. Changes to the tour or the cancellation of the event by the Municipality of Silvaplana before departure
5.1. General
the Municipality of Silvaplana may change the programme or individual services after the conclusion of the contract and before the start of the event or cancel the event in full if this is made necessary due to force majeure, natural phenomena, unforeseeable or unavoidable circumstances, government measures, etc. the Municipality of Silvaplana endeavours to offer you equivalent replacement services and informs you of their impact on the price.

5.2. Cancellation for reasons attributable to you
The Municipality of Silvaplana is entitled to cancel your event if your actions or omissions give it a legitimate reason to do so. In this case, the cancellation costs are due as set7 out in section 4.2. Further damages are reserved.

6. Changes to the programme during the event or cancellation of the event by the Municipality of Silvaplana

7.1. General

The events take place outdoors and it is important to take the weather conditions, etc., into account. Therefore, the Municipality of Silvaplana reserves the right to adapt the programme or individual services to the respective circumstances or to end the event prematurely. If the remedy causes excessive costs or disproportionate effort for the Municipality of Silvaplana or organisers, the Municipality of Silvaplana may refuse to indemnify the organisers. Any additional costs are to be covered by the participant.

6.2. Force majeure

If programme and service changes or service failures are caused by force majeure, the Municipality of Silvaplana has the right to refuse to provide compensation and to terminate the event prematurely. Any additional costs are to be covered by the participant.

7. If you start the event, but cannot finish it; non-related services

7.1. If you cancel the event prematurely or do not receive certain services, the price for the travel package or the non-related services cannot be refunded. Any non-related services will be refunded to you, subject to a reasonable processing fee, provided that they are not charged to the Municipality of Silvaplana and that they are not completely insignificant, are not small amounts and the reimbursement does not conflict with legal or official regulations.

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

7.3. Costs incurred by the cancellation of the event are to be covered by you. In this respect, please also note the option to take out so-called return travel insurance, which is not included in the travel price.

8. If you have any complaints

8.1. Deadline for complaints and request for remedy

If the event does not comply with the contractual agreement or if you suffer damage, you are obliged to complain to the service provider immediately about this defect or damage and to demand free remedy.

8.2. The service provider will make every effort to remedy the situation within the appropriate period of time for the event. If no remedy is provided within the appropriate time limit for the event or if it is not sufficient, the notified defects or the damage and the non-implemented remedy must be recorded in writing by the service provider. - They are not entitled to accept any claims for damages on behalf of the Municipality of Silvaplana.

If you are not assisted by the service provider, please contact the Municipality of Silvaplana directly. You will receive the necessary information with the travel documents.

8.3. How to make your claims to the Municipality of Silvaplana

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

8.4. Effect of your claims
If you do not report the defects or the damage etc., according to sections 8.1. to 8.3., you lose and forfeit all rights, such as the right to remedy, self redress, reduction of the travel price, termination of the contract, damages; the same applies if you have not made a written claim to the Municipality of Silvaplana within one month of the end of the contract.

9. Liability of the Municipality of Silvaplana
The participant is aware that sports activities carry a high risk and they bear said risk themselves.

9.1 Limitations of liability, exclusions of liability
9.1.1. International agreements and national laws
Where applicable international agreements, laws based on international agreements or national laws contain limitations or exclusions of compensation for damages, etc., due to non-performance or non-compliance, the Municipality of Silvaplana shall only be liable under these agreements and laws.

9.1.2. Exclusion of liability
The Municipality of Silvaplana is not liable if the damage is caused by the following:

- omissions before or during the event by the participant, e.g. unsuitable equipment, incorrect information, not observing instructions, unsuitable route selection, etc.
- unforeseeable or non-reversible negligence on the part of a third party who is not involved in the performance of the contractually agreed service;
- force majeure or an event which the Municipality of Silvaplana or service providers, etc., could not foresee or avert despite the diligence carried out.

In such cases, any claims for price reduction, liability for damages, obligation to compensate for immaterial damages, frustration, compensation for personal redress, etc., of the Municipality of Silvaplana are excluded.

9.1.3. Personal injury
The Municipality of Silvaplana is liable for personal injury resulting from the non-performance of the contract, within the framework of these General Terms and Conditions of Contract and Travel, the applicable international agreements, the laws based on international agreements and national laws.

9.1.4. Other damages (material damage, pecuniary loss, etc)
In case of other damages, i.e. not personal injury resulting from the non-performance of the contract, the liability of the Municipality of Silvaplana is limited to a maximum of twice the event price per person per participant, unless the damage was caused intentionally or by gross negligence; These General Terms and Conditions of Contract and Travel and the applicable international agreements, the laws based on international agreements and national laws with different limits of liability or exclusions of liability are reserved.

9.1.5. Compensation for wasted leave, missed holiday enjoyment, frustration
The Municipality of Silvaplana is not liable for for wasted leave, missed holiday enjoyment, frustration, etc.

9.1.6. Valuables, cash, jewellery, credit cards, photo/video equipment, mobile phones, etc.
We would like to draw your attention to the fact that you are responsible for the safe storage of valuables, cash, jewellery, credit cards, photo and video equipment, mobile phones, etc. Do not 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, photo and video equipment, cash, jewellery, credit cards, mobile phones, etc.

9.2 Activities during the event
Local activities or excursions may be booked outside of the agreed event programme. Such events and excursions may be associated with risks. You participate in such events and excursions at your own risk. These events and excursions are organised by third party companies (external services). In this case, the Municipality of Silvaplana is not your contracting party and is not liable under any circumstances. If you book these with a service provider on site they are also considered to be external services.

9.3. Non-contractual liability
The non-contractual liability is based on the applicable national legal provisions, laws based on international agreements and international agreements. In case of other damages (i.e. not personal injury), liability is in any case limited to twice the travel price per traveller, unless international agreements, laws based on international agreements, national laws or these General Terms and Conditions of Contract and Travel provide for different limitations of liability or exclusions of liability.

9.4. Statute of limitation
All claims become time-barred within one year after the end of the contractual journey. Shorter limitation periods are reserved in the applicable international agreements, laws based on international agreements or national laws or longer, contractually unchangeable limitation periods.

9.5 Self arrival, travel documents and timely arrival
You are responsible for organising your journey, including any necessary travel documents and personal documents. In case of late arrival at the event, non-related services cannot be refunded (see section 9).

If you, as a citizen of a Schengen State, enter Switzerland from a Schengen State, no systematic checks are carried out on identity documents. However, you must be able to identify yourself with the required personal documents. This means that you have to carry the required personal document with you at all times.

11. Data protection
11.1. Your data
The Municipality of Silvaplana requires various data from you and your travel companions (such as first and last name, date of birth, address, telephone number, etc.) for the correct performance of the contract. The Municipality of Silvaplana complies with the Swiss data protection legislation. We are entitled to store your data and save it in the Municipality of Silvaplana, Switzerland.

11.2. Transfer to service providers and authorities
The Municipality of Silvaplana may transfer your data to the service provider if this is necessary to perform the contract.

Both the Municipality of Silvaplana and the service provider may be required by law or government order to share your data with other authorities.

11.3. Events with partners
Some of the events organised by the Municipality of Silvaplana are provided with partners (media, sporting goods manufacturers and retailers). This is determined by the respective quote. In this case, the Municipality of Silvaplana shall forward the first and last names, addresses, including email address to the relevant partner for marketing and advertising purposes. The partners process this personal data in accordance with their own data protection regulations. The event participant expressly agrees with this transfer of personal data to the respective partner. The event participant may inform the Municipality of Silvaplana during the booking that their data may not be passed on to the partner.

11.4. 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 extent of the data transmitted. By booking an event offered by the Municipality of Silvaplana, you expressly grant the Municipality of Silvaplana the right to use the personal data within the framework of this data protection regulation (section 11).

12.5. Information on our offers/programmes
We may inform you about our programmes and travel in the future. You can unsubscribe from this Municipality of Silvaplana service at any time.

11.6. Exercise of rights
The Municipality of Silvaplana reserves the right to forward your data to authorities and third parties for the purpose of enforcing legitimate interests. The same applies if a criminal offence is suspected.

11.7. Questions about data protection
If you have any questions about data protection, wish to see the data stored by us or wish to cancel our information service, please contact Silvaplana Tourism, via dal Farrer 2, 7513 Silvaplana, tourismus@silvaplana.ch.

12. Applicable law and jurisdiction

12.1. All legal relationships between you and the Municipality of Silvaplana are subject to Swiss law. Silvaplana, Switzerland is agreed as the exclusive place of jurisdiction.

12.2. The invalidity of individual provisions of the travel contract does not result in the entire contract becoming invalid.

12.3. The above provisions concerning the choice of law and the place of jurisdiction apply subject to contractually unchangeable provisions in applicable laws or international agreements.

The Municipality of Silvaplana, June 2026