

General Terms & Conditions

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1 SCOPE

- 1.1 These General Terms and Conditions ("Terms") apply to all contracts and transactions between Fresk GmbH ("FRESK", "we") and its customers ("customer", "participant", "you"), unless otherwise agreed in writing.
- 1.2 FRESK operates a freestyle sports school (ski and snowboard) and provides instruction and guiding in freestyle sports. Instruction does not guarantee any specific training result.
- 1.3 For participants under 18, the booking must be made by a parent or legal guardian, who accepts these Terms on the participant's behalf.

2 BOOKING AND CONTRACT

- 2.1 A booking made and paid online via fresk.ch is a binding, confirmed reservation. The contract is concluded on receipt of payment.
- 2.2 Lesson and camp prices do not include lift passes, cable car tickets or any other transport costs.
- 2.3 If cable cars or chairlifts are out of operation, no substitute lesson time is owed (see section 4 for weather and conditions).

3 CANCELLATION BY THE CUSTOMER

- 3.1 Confirmed bookings may be cancelled free of charge up to 48 hours before the start of the lesson. Cancellations must be sent by email to info@fresk.ch or made through the FRESK shop (My Account).
- 3.2 For cancellations received later than 48 hours before the start, or if the participant does not show up, the full price of the booking is charged.
- 3.3 Any lesson or camp that has started is charged in full, including if the participant leaves early.
- 3.4 In case of accident or illness, a refund is made only on presentation of a medical certificate issued by a local doctor.
- 3.5 Refunds are made to the payment method used for the original transaction, unless expressly agreed otherwise.

4 BAD WEATHER, CONDITIONS AND CHANGES BY FRESK

- 4.1 The safety of participants comes first. FRESK may change, postpone or cancel the programme or individual services, also after the contract has been concluded or during an activity, due to weather, snow or terrain conditions, force majeure, official safety measures or other unforeseeable circumstances.
- 4.2 If a lesson cannot take place because of unfavourable conditions, your coach will contact you and reschedule the lesson with you to a new date.
- 4.3 If no new date can be agreed within the current season, FRESK will refund the price of the lessons not provided to the original payment method.

5 FRESK CAMPS

- 5.1 Camp tickets are personal and not transferable.
- 5.2 The minimum group size is 4 children. If a group falls below 4 participants, FRESK may merge groups.
- 5.3 If there are too few participants, FRESK may cancel a camp or change its duration. In this case, amounts already paid for services not provided will be refunded.

6 PRICES AND PAYMENT

- 6.1 All prices are in Swiss francs (CHF). Payments in euros are converted at the exchange rate of the day of payment.
- 6.2 Accepted payment methods are listed at fresk.ch/payment-methods (currently credit/debit card via PayPal, PayPal, TWINT and bank transfer).

7 INSURANCE AND LIABILITY

- 7.1 Insurance (accident, health, liability and rescue) is the responsibility of the participant. FRESK strongly recommends adequate coverage, including helicopter rescue.
- 7.2 Freestyle skiing and snowboarding involve inherent risks. To the extent permitted by law, FRESK accepts no liability for accidents or injuries during any activity, lesson, camp or competition.
- 7.3 Participants must follow the coach's instructions and wear appropriate protective equipment (a helmet is strongly recommended).
- 7.4 Claims for compensation based on errors in pictures, prices or texts are excluded.

8 SHOP PRODUCTS AND RETURNS

- 8.1 For physical products bought in the FRESK online shop, the return, refund and warranty rules at fresk.ch/returns-and-cancellations apply.

9 PHOTOS, VIDEOS AND DATA PROTECTION

- 9.1 During lessons and camps, FRESK may take photos and videos and use them for marketing purposes. Consent can be withdrawn at any time by email to info@fresk.ch.
- 9.2 Personal data needed to process bookings is treated confidentially. Details are in our Privacy & Cookie Policy at fresk.ch/privacy-cookie-policy.

10 SOCIAL MEDIA GIVEAWAYS

- 10.1 Giveaways on Instagram are open to users aged 18 and over with a public profile who are resident in Switzerland, Italy or Austria. Minors may take part only with the consent of their legal guardian.
- 10.2 Employees and cooperation partners of Fresk GmbH and their relatives are excluded. Participation does not require any purchase.
- 10.3 Prizes cannot be paid out in cash, and recourse to the courts is excluded. FRESK is not liable for any damage resulting from participation.
- 10.4 Participants agree that their data is used for the giveaway; it will not be passed on to third parties. The giveaway is not sponsored, endorsed, administered by or associated with Instagram.

11 APPLICABLE LAW AND JURISDICTION

- 11.1 These Terms are governed by Swiss law. The place of performance is the registered office of Fresk GmbH. The place of jurisdiction is St. Moritz, Switzerland.
- 11.2 Should any provision of these Terms be invalid, the remaining provisions remain in effect.