



General Contractual and Travel Terms and Conditions

As of: November 2015

Please carefully read through the following Terms and Conditions. The Contractual and Travel Terms and Conditions are an integral component of your booking at Amazing Views Photo & Adventure Tours GmbH.

1. Contractual Agreement

1.1 Contractual Parties

These General Contractual and Travel Terms and Conditions shall regulate the legal relationships between you and AMAZING VIEWS PHOTO & ADVENTURE TOURS GMBH (hereafter, "AMAZING VIEWS") for the travel arrangements, photographic courses and photographic workshops organised by AMAZING VIEWS or other services offered by AMAZING VIEWS in its own name.

1.2 Applicability of the General Contractual and Travel Terms and Conditions

These General Contractual and Travel Terms and Conditions shall not be valid for brokered services rendered by third parties. In this regard, the contractual and transport terms and conditions of the responsible service providers and/or the respective event organiser shall be valid. If travel arrangements or individual services to be rendered by other event organisers or service providers are brokered for you by your booking agency, then their own contractual and travel terms and conditions shall be valid. In all these cases, AMAZING VIEWS shall not be considered to be the contractual party and you may not avail yourself of these Terms and Conditions in this regard.

1.3 Contractual Object

The contractual agreement between you and AMAZING VIEWS shall be concluded via the unconditional confirmation of your registration and/or booking with AMAZING VIEWS or your booking centre which you have made in writing, by telephone, via www.amazingviews.ch, per e-mail or in person. From this time point forward, the rights and obligations from the contractual agreement together with the General Contractual and Travel Terms and Conditions shall be valid for you and AMAZING VIEWS.

If you register additional persons, then you shall be responsible for their obligations just as for your own obligations. This shall affect particularly the payment for the booked services.

1.4 Special Requests

Special requests shall only then become a contractual component if they have been unconditionally approved by AMAZING VIEWS or by your booking agency.

1.5 Sales Documents, Internet Site, Etc.

The sales documents, Internet sites and other advertising resources shall not be considered to be binding offers and may be changed at any time. The data published at the time of the booking shall be prevailing.

2. Prices and Payment Terms and Conditions

2.1 Prices

The prices for the travel arrangements are listed in the sales documents. Insofar as nothing to the contrary is mentioned in the sales documents, the prices for travel arrangements, both domestically

and abroad, are stated in Swiss francs per night per person in a double room. Individual room prices are separately listed. For price changes, please see Clause 4.

2.2 Down Payment

Upon receipt of the booking confirmation, a **down payment of 30% of the arrangement** must be immediately paid insofar as nothing to the contrary is mentioned in the offer or in the sales documents. For early-booking or other rebates, special terms and conditions shall be valid in accordance with the sales documents. If the down payment is not made promptly, AMAZING VIEWS may, after the fruitless lapsing of a brief extension period, refuse to render performance and cancel in accordance with Clause 3.3 f.

2.3 Remaining Payment

The payment for the remaining trip price must be rendered by no later than 70 days before departure. Travel with special conditions shall be the exception to this policy. If the payment is not rendered promptly, AMAZING VIEWS may, after the fruitless lapsing of a brief extension period, refuse to render performance and cancel in accordance with Clause 3.3 f.

2.4 Booking on Short Notice

If you book your trip less than 71 days before departure, the entire invoiced amount shall become immediately payable.

2.5 Booking Fees

If you book less than 70 days before the beginning, additional clarifications may become necessary and any additional fees may be charged to you. We ask that you keep in mind that your booking agency may charge you additional costs for consulting and reservations.

2.6 Travel Documents

Insofar as nothing to the contrary has been agreed, after your payment for the entire invoiced amount has been received, you shall be sent the travel documents approx. 7-14 days before beginning travel.

2.7 Participation Terms and Conditions and Cooperation Obligations

Participation terms and conditions shall be valid for some trips. They can be found in the respective sales documents. By registering for the affected trip, you hereby confirm the validity of the participation terms and conditions.

Based upon the type of trip, you shall have certain cooperation obligations. In particular, you must follow the instructions of the travel management personnel. References to appropriate conduct may also be included in the travel documents. For group trips, it is expected that the participants will stay with the group.

3. You Change Your Registration, Your Travel Programme or Cancel the Trip/the Workshop

3.1 General

If you forego and/or cancel a trip or a workshop or request a change/rebooking of the booking, you must announce this to AMAZING VIEWS or your booking agency via **registered letter**. The documents that have already been received must be returned at the same time to AMAZING VIEWS or the booking agency. Any changes and rebookings shall be treated as being a cancellation with a new registration. If only minimal costs are incurred through the change or rebooking, they shall be invoiced in addition to the processing fee.

3.2 Processing Fees

Until to the beginning of the cancellation timeframes (see Clause 3.3), we shall collect a processing fee of CHF 100 per person, but nonetheless a maximum of CHF 200 per order, for the cancellation, modification or rebooking of your trip. After the cancellation timeframes begin, the terms and conditions in Clause 3.3 shall be valid. These processing fees may possibly not be covered by any existing trip cancellation insurance.

3.3 Cancellation Costs

For a cancellation, modification or rebooking later than 120 days before the departure date, the following cancellation costs shall be valid:

Data as a Percentage of the Arrangement Price	
120 - 91 days before departure	30%
90 - 61 days before departure	50%
60 - 31 days before departure	80%
30 - 0 days before departure	100%

Cancellations or rebookings shall be valid only if they have been sent to us **in writing via registered letter**. The receipt of your written declaration by AMAZING VIEWS or your booking agency shall be prevailing for the determination of the cancellation or change date; with regards to Saturdays, Sundays and legal holidays, the next working day shall be prevailing.

Exceptions:

For special trips or arrangements with special rates, e.g. for travel over Christmas/New Year's, on scheduled flights, etc., other cancellation terms and conditions may be valid. You can find them in the corresponding sales documents (e.g. Internet, offer, etc.).

4. Programme and Price Changes

4.1 Changes before the Conclusion of the Contractual Agreement

AMAZING VIEWS expressly reserves the right to alter the sales documents, service specifications and prices before your booking. In these cases, AMAZING VIEWS shall notify you of these changes before the contractual agreement is concluded.

4.2 Price Changes after the Conclusion of the Contractual Agreement

In exceptional cases, it is possible that the agreed price must be increased. Price increases may become necessary owing to:



- a) Price changes of transport companies (including the fuel surcharges)
- b) Newly-introduced or increased fees and taxes
- c) Currency rate changes
- d) State-mandated price increases (VAT)

If the costs for these services increase, they may be passed on to you. AMAZING VIEWS shall make notification in this regard by no later than three weeks before the trip begins. Insofar as the price increase amounts to more than 10% of the originally-agreed arrangement price, you shall be entitled to the rights specified in Clause 4.4.

4.3 Programme and/or Transport Changes before the Beginning of the Trip

AMAZING VIEWS reserves the right—also in your interest—to modify the programme or individually-agreed services (e.g. lodging, transport, airlines, etc.) if unforeseeable or non-applicable circumstances require this. AMAZING VIEWS shall endeavour to offer you comparable replacement services.

AMAZING VIEWS shall notify you as soon as possible of such changes and their price ramifications.

4.4 Your Rights in the Event of Price Increases or Programme Changes

If a programme change or a change in an essential contractual point results in an essential contractual change or the price increases by more than 10% of the original arrangement price, you shall have the right to withdraw from the contractual agreement within 5 days after receipt of our notification. You shall promptly receive a reimbursement of the price which you have already paid. Any more extensive claims shall be excluded. If the customer does not make a written objection within this timeframe, then he shall be considered to have approved the programme and/or price change.

5. Trip Cancellation Owing to ...

5.1 Reasons for which You are Responsible

AMAZING VIEWS shall be entitled to refuse to implement the trip if this is attributable to actions or failures to act upon your part. Payments for any services not utilised shall be reimbursed to the guest insofar as AMAZING VIEWS does not incur such costs. Any more extensive claims shall be excluded. The right is reserved to assert payment claims for cancellation costs in accordance with Clause 3.2ff and additional damage compensation claims.

5.2 Minimum Number of Participants

For all group trips offered by AMAZING VIEWS, there is a minimum number of participants requirement which you will find in the respective sales document. If this minimum number of participants requirement fails to be met, AMAZING VIEWS may cancel the trip by no later than three weeks before it is scheduled to begin.

5.3 Force Majeure, Strikes

In the event of force majeure, political unrest, strikes, catastrophes, etc., the trip may be cancelled by AMAZING VIEWS on short notice owing to safety concerns. In this case, the customer shall receive a reimbursement of the amount that he has paid. Any more extensive damage compensation claims shall be excluded.

5.4 Miscellaneous Reasons

AMAZING VIEWS shall be entitled to cancel a trip or an event owing to other reasons. If this is the case, you will be notified as soon as possible.

6. Programme Omissions, Service Omissions during the Trip

If, during the trip, a programme change should be made (e.g. owing to weather reasons or events), which affect a substantial portion of the agreed booking, AMAZING VIEWS shall compensate you for any differential amount between the price of the originally-agreed services and those of the services actually rendered insofar as the latter is objectively of lesser value.

7. You Start the Trip, But Don't Finish It

If you should prematurely end the trip for any reason, then the price for the travel arrangements cannot be reimbursed. The costs for any services not already procured shall be paid back to you insofar as AMAZING VIEWS has not incurred such costs. However, you must pay any costs for the return trip, etc.

8. If You Have a Complaint

8.1 Demand a Remedy and Submit a Complaint

If the trip does not fulfil the contractual agreement or you suffer damages, you shall be entitled and obliged to promptly report this defect or these damages to the travel management at AMAZING VIEWS or the service provider and demand a free-of-charge remedy.

8.2 Remedial Action

The travel management of AMAZING VIEWS or the service provider shall endeavour to provide a remedy within a timeframe that is appropriate for the trip. If, within this timeframe, no remedy is provided or no remedy is possible and/or sufficient, obtain written confirmation of the defect or the damages about which a complaint has been made and the failure to provide a remedy upon the part of the travel management or the service provider. The travel management or the service provider shall be obliged to fix in writing the factual circumstances and your complaint; however, they shall not be entitled to recognise any damage compensation claims. If the remedy should trigger excessive costs or disproportionate expenditures, AMAZING VIEWS may refuse to provide the remedy. Any additional costs shall be assumed by the traveller. In the case of force majeure as well, AMAZING VIEWS may refuse to render remedial action and any additional costs shall be assumed by the participants.

For travel luggage, any losses and damage must be promptly reported to the transport companies.

8.3 How You Assert Your Claims Against AMAZING VIEWS

Insofar as you wish to assert claims for defects, reimbursements or damage compensation, etc. against AMAZING VIEWS, you must submit your complaints in writing to AMAZING VIEWS within 30 days after the end of the trip. Any documentation thereof must be submitted together with your complaint.

8.4 Invalidation of Your Rights and Statute of Limitations

If you should not report a defect, damages, etc. during the trip and demand remedial action and/or assert such claims to AMAZING VIEWS in writing within 30 days after the contractual end of the trip, then you shall lose and forfeit all rights vis-à-vis AMAZING VIEWS. All rights shall become statute-barred within one year after the contractual end of the trip. The mandatory statutory provisions shall be valid.

9. Liability of AMAZING VIEWS

9.1 General

AMAZING VIEWS shall compensate you for the value of agreed services which have not been rendered or been rendered improperly or your additional expenditures insofar as it was not possible for AMAZING VIEWS' travel management or the service provider to provide comparable replacement services in situ. Clause 8.2 shall be valid (regarding the amount of the payment claims, see Clause 9.2.4).

9.2 Liability Restrictions, Liability Exclusions

9.2.1 International Conventions

If international conventions or applicable national laws contain restrictions on or exclusions of compensation for damages resulting from non-performance or improper contractual fulfilment, AMAZING VIEWS may avail itself of these provisions and shall be liable only insofar as liability exists in accordance with these conventions and laws. International conventions with liability restrictions or liability exclusions shall be valid—particularly with regards to transportation (travel by airplane, by ship, etc.).

9.2.2 Liability Exclusions

AMAZING VIEWS shall not be liable if the non-performance or improper fulfilment of the contractual agreement is attributable to the following reasons:

- a) To actions or failures to act upon your side before or during the trip
- b) To unforeseeable or unavoidable failures to act upon the part of a third party who is not involved in the rendering of the contractually-agreed service
- c) To force majeure or an event which AMAZING VIEWS, the intermediary or the service provider could not foresee or avoid.

In these cases, any obligation to pay damage compensation upon the part of AMAZING VIEWS shall be excluded.

9.2.3 Personal Injury, Accidents and Illnesses

For personal injury, death, physical injury or illness during the trip which results from the non-performance or improper fulfilment of the contractual agreement, AMAZING VIEWS shall be liable insofar as the damages have been caused by AMAZING VIEWS or its service providers. International conventions shall be valid in accordance with Clause 9.2.1.

9.2.4 Property Damage and Financial Losses

With regards to property damage and financial losses which arise from the non-performance or improper fulfilment of the contractual agreement, the liability of AMAZING VIEWS shall be limited to a maximum of two times the arrangement price per person unless the damages have been caused



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through intentional wrongdoing or gross negligence; any lower liability limits and liability exclusions prescribed in international conventions shall be valid (Clause 9.2.1).

9.2.5 Valuables, Cash, Jewellery, Credit Cards, Etc.

We wish to expressly point out to you that you yourself shall be responsible for the secure safekeeping of valuables, cash, jewellery, credit cards, photographic, video and communications equipment, etc. Any valuables, etc. should be kept in the safe in the hotels. In no cases should you leave these objects unattended or in a vehicle attended by only one driver during transfers or excursions or leave them anywhere else unattended. We shall not be liable in the event of the theft, loss, damage or misuse of checks and credit cards which go missing, the theft of cash, etc.

9.2.6 Liability Exclusion for Safaris

In wildlife reserves and animal parks, accommodations are oftentimes not surrounded by fences and the animals can move freely. Each traveller is aware of this risk and is visiting these areas at his own risk. As a rule, you will receive a form to sign upon your arrival on-site in certain safari areas. This form releases the management of the safari company from any liability in the event of accidents involving vehicles and animals. By means of your signature, you are confirming that you, your relatives and your heirs hereby waive all damage compensation claims. No damage compensation claims may also be asserted against AMAZING VIEWS. We thus urgently recommend that you conclude corresponding travel insurance.

9.2.7 Events and Excursions During the Trip

Outside of the agreed travel programme, local events or excursions may possibly be booked. It shall not be excluded that such events and excursions may be associated with risks. It is your own responsibility to decide whether you wish to participate in such events and excursions at your own risk. For this reason, AMAZING VIEWS shall assume no liability for excursions and events which you directly book at the holiday location. For the events organized by AMAZING VIEWS, the General Contractual and Travel Terms and Conditions shall be valid.

10. Travel Warranty

As a travel organiser, AMAZING VIEWS is a participant in Swiss Travel Security (STS). The amounts paid in by you in conjunction with your travel package are safeguarded by Swiss Travel Security (STS) in accordance with the Swiss Federal Act on Travel Packages of 18 June 1993.

11. Entry, Visa and Health Directives

11.1 In the sales documents for the booking, you will find the information about passport and entry directives. As a rule, these data shall be valid for Swiss citizens. If you are citizens of other countries, please disclose your nationality during the booking so that AMAZING VIEWS or the booking agency can inform you of the corresponding directives.

11.2 If travel documents must be issued or renewed or a visa must be obtained, you yourself shall be responsible for obtaining them. If a travel document should not be received or is issued too late and you must cancel the trip, the cancellation terms and conditions shall be valid.

11.3 The travellers themselves shall be responsible for entry, health, customs and foreign currency directives. Before your departure, please ensure that you have all required documents in your possession.

11.4 It is urgently recommended that the traveller obtain the advice from a tropical institute and/or a family physician regarding vaccinations, health directives and preventative health care.

11.5 AMAZING VIEWS wishes to point out to you that you must pay the return trip costs in the event that are refused entry into the respective country being visited. AMAZING VIEWS expressly wishes to likewise point out to you the legal consequences of bringing banned goods into the respective country being visited.

11.6 Data Protection Directives

The protection of your private sphere and your personal data are very important to AMAZING VIEWS. Our data protection directives are in compliance with the valid data protection directives. The personal data that you provide to us shall be processed and used electronically insofar as they are required for the implementation of the contractual agreement or for optimal customer support. You hereby acknowledge that your data will be passed on for this purpose and/or for processing by our partners—including abroad (particularly to the destination of your trip). Moreover, AMAZING VIEWS can send you offers and information which are of personal interest to you. However, you may notify us at any time if you do not wish, or no longer wish, to receive such information.

12. Insurance Policies

14.1 Cancellation Cost Insurance

Cancellation cost insurance coverage is not included in our arrangements. For travel arrangements, cancellation cost insurance coverage is obligatory. The benefits are based upon the respectively valid insurance policy.

14.2 Supplemental Insurance Policies

The liability for travel, transport and airlines shall be limited. Sometimes, our trips go into remote regions. In an emergency, very high hospital costs, rescue costs, etc. may be incurred. AMAZING VIEWS thus recommends that you take out supplemental insurance coverage such as luggage, photographic equipment, travel accident or medical insurance. Return trip cost insurance which, in an emergency, pays for an evacuation from a safari region or another remote region, a local hospital stay and the return trip costs to Switzerland must be concluded for all our trips.

13. Ombudsman

Before commencing legal proceedings, you should seek redress with the independent ombudsman of the Swiss travel industry. The

ombudsman shall endeavour to obtain a fair, well-balanced agreement for any type of problem. The Ombudsman of the Swiss Travel Industry, Etzelstrasse 42, Post Office Box, 8038 Zurich, www.ombudsman-touristik.ch

14. Applicable Law and Legal Venue

Exclusively Swiss law shall be valid for the legal relationship between you and AMAZING VIEWS. The exclusive legal venue shall be Baar.

Organisation and Implementation

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