Münchner Winter Natur Aktiv GmbH
Sollner Straße 96
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General Terms and Conditions (GTC) of Münchner Winter Natur Aktiv GmbH

1. Scope

These General Terms and Conditions apply to all services, courses, tours and events offered and conducted by Münchner Winter Natur Aktiv GmbH.

2. Registration and Formation of the Contract

- Registration may be made in writing (by email), by telephone or online and is binding.
- By making a booking, the customer accepts these GTC.
- The contract is formed upon confirmation of the booking by Münchner Winter Natur Aktiv GmbH.
- For bookings made through external intermediary platforms (e.g. 7fridays), the respective platform's booking and payment procedures also apply. Münchner Winter Natur Aktiv GmbH remains the contracting party responsible for providing the service.
- Münchner Winter Natur Aktiv GmbH is the organiser or provider of the advertised services. Intermediary platforms assume no responsibility for the content, conduct or safety of the activities offered.

3. Services

- The scope and content of the services are set out in the respective individual course description.
- Changes due to weather, snow conditions or safety reasons are reserved.
- Services are provided by trained and qualified personnel.

4. Participation Requirements

- Participants must be medically fit to take part.
- Certain activities (e.g. ski touring) require special equipment.
- Münchner Winter Natur Aktiv GmbH reserves the right to exclude participants where there are safety concerns. Payments already made will be refunded after deducting the value of services already provided.

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5. Prices and Payment Terms

- All prices include statutory VAT.
- Payment must be made before the course begins, unless otherwise agreed.
- Participation may be refused if payment is overdue.

6. Withdrawal and Cancellation by the Customer

- Cancellation is free of charge up to 14 days before the course begins.
- For later cancellations, the following fees apply:
    - 13–7 days before the course begins: 50%
    - 6 days or less before the course begins, or in the event of a no-show: 100%
- For bookings made through intermediary platforms, payment refunds are processed through the respective platform or the payment service provider used. Any non-refundable transaction costs may be taken into account to the extent permitted by law.

7. Booking Changes

- Subject to availability and available capacity, bookings for day trips may be changed free of charge up to 48 hours before the service begins.
- As a rule, bookings for multi-day trips cannot be changed.

8. Cancellation by the Organiser

- **If there are insufficient participants**, poor weather conditions, unsuitable snow conditions, avalanche risk, restrictions on lift operations, official orders or force majeure, the event may be cancelled or postponed.
- **Payments already made** will, in this case, be refunded in full, or an alternative date will be offered, at the customer's choice.
- There is no **entitlement to the provision** of specific routes, summits, areas, lift facilities or programme components. Changes made for safety reasons do not give rise to a right to a price reduction.

9. Liability

- **Personal Responsibility** Participation in outdoor activities is at the participant's own risk. The customer undertakes to follow the instructions of the staff and to assess their own physical fitness.

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- **Exclusion of Liability** Münchner Winter Natur Aktiv GmbH is not liable for damage caused by unsuitable equipment, failure to follow safety instructions or force majeure.
- No liability is accepted for personal equipment, valuables or health risks.
- No refund will be made for events (e.g. illness, early departure or suspension of lift operations) that are beyond the ski school's control.
- Liability for damage arising from injury to life, body or health, and for damage resulting from intentional or grossly negligent breaches of duty, remains unlimited. In all other respects, liability is limited to foreseeable damage typical of the contract.

10. Specific Risks of Alpine Activities

Alpine activities involve residual risks arising from natural conditions, particularly changes in the weather, snow and terrain conditions, avalanche risk, rockfall and the physical demands of the mountains. These risks cannot be completely eliminated even with careful planning and guiding.

11. Insurance

- Accident and personal liability insurance are recommended, e.g. DSV aktiv
- Separate insurance terms apply to group trips and will be communicated at the time of booking.
- Transfers are subject to the statutory provisions of the German Passenger Transport Act (PBefG).

12. Data Protection

- **Personal data** are used exclusively to process the booking and provide the services.
- For the performance of the contract, personal data may be transferred to booking platforms, payment service providers, insurers, service partners or legally authorised bodies, insofar as this is necessary to provide the booked service or to comply with legal obligations.
- **Storage and Deletion: Data** are stored in accordance with statutory retention periods and deleted thereafter. The customer may request information about the stored data and request their deletion at any time.
- **Consent to Photographs/Video Recordings:** Consent is obtained separately and may be withdrawn at any time. Photographs and video

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recordings may be made at events for training, documentation and marketing purposes.

- The participant warrants that any images or content they provide are free of third-party rights. Winter Natur Aktiv GmbH may use these solely for the performance of the contract and the presentation of the booked service.

13. Jurisdiction and Governing Law

- German law applies.
- The place of jurisdiction is the registered office of Münchner Winter Natur Aktiv GmbH.