

PYRENEES HELISKI: TERMS AND CONDITIONS

INTRODUCTION

Your contract is with Pyrenees Heliski S.L (PH), a limited liability company registered in Spain with CIF (B25702408) and registered office at Carretera de Baqueira s/n, Helipuerto de Vielha, Betren, 25539. Your contract for heliskiing or other activities and/or services provided by us incorporates these conditions, and by making a reservation, you confirm your acceptance. Please note that accommodation or services provided by third parties not supplied by us are subject to specific terms and conditions of each service.

1. BOOKING AND PAYMENT

1.1 YOUR RESERVATION

When making a reservation and paying the deposit or corresponding amount along with the completed registration form, we will make your reservation based on these Conditions, and a binding contract between us will come into existence when we confirm acceptance of your reservation in writing or by phone. Any contract for a group booking will be made under the "Group Name" as indicated on our registration form. The person or agency as "Group Name" is responsible for ensuring that other members of their group are aware of these conditions and consent to him/her acting on their behalf in dealing with us. Similarly, all group members must familiarize themselves with our terms and conditions.

1.2 Payment Terms:

We reserve the right to modify the prices displayed in any of our promotional materials or on our website, and you will be informed of any price changes at the time of booking. Payments can be made by bank transfer and/or credit or debit card (VISA, MASTERCARD).

1.2.1 Payment for Packages

1.2.1.1 Deposit payment for packages: To secure the booking, an advance payment indicated by our reservation office or, failing that, 35% of the total package price is required at the time of confirming the reservation. If the reservation office does not receive the deposit within two weeks from completing the registration form, PH may refuse to offer travel services and require cancellation charges, in accordance with point 2. If a reservation for incomplete groups is made, 100% of the reservation made must be paid.

1.2.1.2 Last-minute bookings: All bookings made after December 1st of the current season must pay 100% of the reservation fee.

1.2.2 Payment for Non-package Programs: Payment must be 100% of the reservation, service, or program fee.

1.2.3 Agencies and/or Booking Offices: The client should be aware that their booking office or travel agency may charge (in addition to the prices mentioned in brochures) fees for management and reservation.

1.2.4 Prices: Travel prices are indicated in the PH prospectus. Except for other provisions in the prospectus or rates, travel package prices are per person, in euros, or in the indicated currency, per accommodation in a double room. If the client prefers a single or superior occupancy room (and rooms are available), the client will be charged the corresponding supplement.

1.3 Groups: Our classic heliski prices for half-day and Full day are based on groups of 4 skiers, depending on the program or package. When your group consists of fewer than the established number (or multiple), they enter our standby list waiting to complete the remaining spots. If the spots are not filled, they can participate in the activity with an additional cost or their spot will remain on the standby list. Our package prices are based on a minimum number of participants; if they fail to meet them, additional expenses may arise and will be informed at the time of booking.

2. CHANGES AND CANCELLATIONS

By its very nature, off-piste and heliski activities require a significant degree of flexibility on the part of the client. Whether an activity can proceed as planned depends on weather and snow conditions on the day of the activity. Circumstances or cancellations may occur at the last minute, and our guides and pilots have absolute discretion to determine whether a descent or activity (or part thereof) can proceed or continue as expected. In any case, the client is expected to follow the instructions set by the PH team.

2.1 Changes and Cancellations by PH for Classic Packages, Half-day, 1-day, and Private Programs due to adverse weather:

In case of cancellation or modification of your reservation due to adverse weather conditions, PH will assign you a provisional date based on availability and will retain the total amount of your reservation for a maximum period of 1 year. If you wish to request a refund, PH will refund the descents not made (€100.-/ person/descent - based on groups of 4 people) for Classic Packages, Classic 1-day, and Half-day programs. For Private programs, the unredeemed guaranteed hours will be refunded at the flight minute price corresponding to the season.

2.2 Changes and Cancellations by PH for non-helitransported programs:

In case of cancellation or modification of your reservation (Snowshoeing, Freeride, Ski Touring, and Skiing) due to adverse weather conditions, PH will assign you a provisional date based on availability and will retain the total amount of your reservation for a maximum period of 1 year. If you wish to request a refund, PH will charge 20% of the total program amount as administrative expenses. Management fees are not covered by the cancellation insurance.

2.3 Cancellations due to PH's Responsibility:

Pyrenees Heliski reserves the right to cancel any package or program at any time and for any reason. You will be informed as soon as possible, and in this case, PH will proceed to fully refund all deposits and payments made, but not other costs, nor will it be liable for any other claims for damages.

2.4 Force Majeure, Strikes:

Force majeure events (natural disasters, epidemics, disturbances, etc.), government provisions, or strikes may compel PH to cancel the activity. If this is the case, PH will inform you as soon as possible. If the program is canceled, PH will attempt to propose a replacement program of equivalent quality. If you participate in the replacement program, the already paid price will be allocated to the replacement travel price, and you will be required to pay any price difference. If you do not participate in the replacement trip, you will be refunded the already paid travel price. Any other claims are excluded.

2.5 Price Modifications after Contract Conclusion:

Exceptionally, it may be necessary to increase the initially agreed price. Price increases may occur after: an increase in transportation costs (including fuel costs), introduction or increase in taxes or official charges, price increases following official measures (e.g., value-added tax). The increased cost of services included in the trip may be passed on to the traveler, resulting in an increase in the trip price. PH will apply the price increase no later than 20 days before departure.

2.6 Modification of the Program or Changes in Transportation or Accommodation Plans Occurring Between Your Reservation and the Departure Date:

PH reserves the right to modify, in its favor, the travel program or certain agreed services (e.g., accommodation, mode of transportation, etc.) when unexpected or unavoidable costs so require. PH will do everything possible to propose services of equal quality as a replacement. PH will inform you as soon as possible of such changes and their consequences on the price.

2.7 Transfer of Deposits or Reservations:

Deposits and/or reservations are transferable (name change) only under the following conditions: The replacement traveler must accept the contract under the stipulated conditions. They must also meet the specific requirements (health status, ability, visa, etc.) and must not have any legal prescription or official provision that opposes their participation. Management fees and other additional costs will be at their expense and that of the replacement traveler. If the replacement traveler subscribes to the contract, you and they will be jointly responsible for paying the travel price. If you name the replacement traveler too late or if they cannot participate, their absence will be considered a cancellation. If a new reservation is made and the cancellation conditions allow it, the deposit or payment made from a canceled previous reservation can be transferred to a new one.

2.8 Changes and Cancellations for Packages by the Client:

Cancellations must be confirmed in writing. The moment PH receives this cancellation confirmation is the "CANCELLATION DATE". For Saturdays, Sundays, and holidays, the following business day is used. If the cancellation date is before December 1st, PH will proceed to refund the balance of your account minus the initial deposit. The initial deposit once made will not be refunded under any circumstances. **THERE ARE NO REFUNDS OF ANY KIND FOR CANCELLATIONS MADE AFTER DECEMBER 1ST.**

2.9 Changes and Cancellations for Non-Package Programs by the Client:

No changes or refunds are accepted by the client once the reservation is confirmed with payment and the registration form.

THERE ARE NO CHANGES OR CANCELLATIONS FOR ANY OF THE FOLLOWING REASONS:

Arrival delay at the heliport or activity, illness, injury, lack of skill or physical condition of the client, delay of airplanes or means of transport, presentation of travel documents that are not in order. If you cancel any program or activity, unused third-party services will be refunded, provided they are not charged to PH. In urgent cases (e.g., illness or accident of the affected person, serious illness, or death of a close family member), PH staff will assist you in organizing your early return. Please note that you can purchase insurance for repatriation costs, which is not covered in the travel price.

3. CANCELLATION AND ACCIDENT INSURANCE

3.1 Cancellation Insurance:

To avoid any costs that may result from an unexpected cancellation or interruption, we strongly recommend obtaining cancellation insurance, as all deposits and payments are non-refundable.

3.2 Accident Insurance:

Due to the nature of the activity, it is mandatory to contract accident and rescue insurance. PH is not responsible for the costs associated with any medical treatment, evacuation, and transfers to hospitals, acquired before, during, and/or after a reservation; such costs are the sole responsibility of the client. The client agrees that PH is not responsible for any insured or uninsured loss. Likewise, the client agrees that it is their responsibility to understand the limitations and coverage of their insurance and that in no case will it be the responsibility of PH.

4. CLIENT RESPONSIBILITIES

Customers are responsible for familiarizing themselves with the terms and conditions of PH before making any reservation. It is also the customer's responsibility to fully understand the reserved program or package, what is included, and what is not included. Customers traveling from another country outside the European Union must be aware of visas and requirements necessary to enter Europe. No refunds are allowed for denied admissions. Customers are responsible for being on time and prepared on activity days. Arriving late or poorly equipped may result in the customer missing part or all of the contracted activity. No refunds will be made to customers who arrive late or come ill-equipped. It is mandatory for the customer to fill out our registration form and accept our booking terms and conditions before participating in the activity. This document will affect the customer's rights, so the customer must ensure they fully read and understand its content, and their signature, either electronic or physical, will be

required before participating in the activity with PH. Participation of any customer who has not properly completed and signed the Registration Form will not be allowed.

Customers are expected to inform Pyrenees Heliski staff about any pre-existing health problems, injury, or physical limitation that may affect their ability to safely participate in the activities.

4.1 Ability

PH requires all customers intending to engage in heliski, off-piste, and/or ski touring activities to have an advanced skiing level. Off-piste skiing is a physical activity. It is advisable for all customers to self-assess and adequately prepare for the activity. No refunds will be made to customers who are unable to competently perform the activity due to a lack of physical condition or skiing technique. If the customer cannot complete the activity due to a lack of physical condition or skill, the customer will be transported to the base and will not be entitled to any refund.

5. POLICY FOR MINORS

At PH, we welcome all customers over 18 years old who wish to heliski. If any customer under the age of 18 wishes to participate in an activity with us, they must comply with and/or follow the following conditions:

- The minor must be at least 12 years old on the day of the activity, have the ability and physical conditions to perform it, as well as the minimum recommended weight to support the ABS backpack.
- The registration form must be signed by the legal guardian or representative of the minor.
- The minor must be accompanied at all times during the activity by their legal guardian or representative.

6. PH OPERATION

6.1 Safety Policy and Customer Training:

All customers participating in heliski or heli-transported activities must attend the safety and helicopter briefing before engaging in the activity.

If a customer cancels or cancels their place in any activity, PH reserves the right to use that place for the benefit of the company, including, but not limited to, guide training, promotion, cost reduction, generating profits, and without any compensation.

6.2 Safety Rules:

Customers must commit to follow all safety rules provided by Pyrenees Heliski and their equipment before, during, and after activities. These rules may include specific guidelines for equipment use, mountain behavior, risk identification, and emergency procedures.

6.3 Mandatory Equipment:

Customers must ensure they have the appropriate equipment for the activity, suitable clothing for variable weather conditions, and any other equipment recommended by Pyrenees Heliski, including skiing or snowboarding equipment in good condition. If the minimum requirements are not met, the guide may prohibit the use of personal equipment, and customers must rent equipment from Pyrenees Heliski.

6.4 Equipment Insurance:

Pyrenees Heliski provides customers with the necessary equipment to carry out the activity. It is the customer's responsibility to care for and safeguard this equipment. Any loss or damage to the equipment will be the customer's responsibility, and they will be invoiced for the replacement cost according to the rates indicated on the registration form. The option to purchase insurance for the equipment before starting the activity is offered, providing customers with coverage in case of any eventuality.

7. GIFT VOUCHERS

Gift vouchers are valid for two seasons. The expiration date is indicated on the voucher and cannot be used after that date. The vouchers are valid, considering any personal inconvenience of the customer or the company, allowing sufficient time to carry out the activity. To make a reservation, the customer must contact us within the validity period, presenting the voucher in PDF format or a photo of it. General conditions apply according to the program for reservation and activity development. In the case of vouchers not meeting the minimum number of participants as per the program, the conditions established in section 4. Groups apply. Vouchers are nominative and can be transferred as long as they are valid and prior notice is given to Pyrenees Heliski. The value of the voucher is non-refundable under any circumstances.

8. EVENTS DURING THE STAY

Outside the agreed travel program, it is possible to register during the trip for local events or excursions. It is not excluded that such events or excursions may involve certain risks and require good physical condition. The responsibility for participating in such events or excursions is assumed by the customer. This general contract and travel conditions apply to events and excursions organized by PH. When such events and excursions are organized by third parties and PH staff simply act as intermediaries, you will not be able to benefit from the clauses contained in this general contract and travel conditions applicable to trips organized by PH.

9. DATA PROTECTION

Information about the customer and their group, including their names, contact information, and details, is collected by PH when making the reservation. This data will be used to contact our customers regarding reservations and promotions related to PH. We may also disclose this information to our service providers for the purpose of facilitating and carrying out your reservation. Financial information will only be used to process payments. If any customer wishes to stop receiving emails and/or information from PH, they must inform us through our email. In accordance with the applicable regulations on personal data, you also have the right to access, modify, oppose, limit, delete, and port your data, which you can exercise by contacting us.

10. COPYRIGHT AND PUBLICATION OF PHOTOS AND VIDEOS

Copyright: Pyrenees Heliski

Media Publication: I give permission to PH to use photos and videos where I appear for promotional and marketing material of PH.

11. COMPLAINTS

When you wish to file a complaint against a defect or request refunds or compensation from PH, you must do so in writing within 10 days of your return. Your complaint must be accompanied by confirmation from PH staff or the beneficiary, as well as any supporting documents.

12. JURISDICTION

The relationship between you and PH is governed exclusively by Spanish law. PH can only be sued at its heliport office in Vielha.