

Package Travel - General Terms and Conditions

1) Package Travel and Event Information: SPAR Swiss Epic

Travel Destination	<p>SPAR Swiss Epic is a five-stage mountain bike race starting at La Punt Chamuesch and finishing in Davos, Switzerland.</p> <p>Traveler can book the entry for the Event and other services, such as accommodation for her/himself and an additional person (the “Supporter”), as a package travel, choosing from different categories of services as described in this document and detailed during the registration process.</p>
Itinerary and periods of stay	19.-24.8.2024., 5 nights
Event	<p>The Event within this package travel is the SPAR Swiss Epic, composing of 5 stages:</p> <ul style="list-style-type: none"> • 1 st Stage: La Punt Chamuesch – La Punt Chamuesch • 2 nd Stage: La Punt Chamuesch – Davos • 3 rd Stage: Davos - Davos • 4 th Stage: Davos – remote • 5 th Stage: Davos – Davos
Transport	<p>The Organiser is not offering the transport from your place of residence to the country of the Travel Destination. Only the transport between the event locations during the event itself are included in the package (if needed). The exact location for departure and arrival for these included transports will be communicated by the Organiser separately. The Traveler has the possibility to book additional Park and Ride Service. With that, the Traveler can leave his car in Davos at his arrival day (Davos is the last stage of this race) and get a transfer to La Punt Chamuesch by bus (La Punt Chamuesch is the first race village). If the Traveler books that additional service for an extra fee his vehicle will be waiting at the last stage in Davos when he finishes the race.</p>
Accommodation	<p>Travellers will be placed in hotel accommodation in a double/twin room. Upon availability it might be possible to upgrade it to a single room for an extra surcharge. Accommodation includes five nights of legendary Swiss accommodation in double rooms (per team) in La Punt Chamuesch & Davos – (Check-in: 19 August 2024 Check-out: 24 August 2024)</p>
Meal Plan	<p>Breakfast and dinner will be served at the hotel, in the race village accommodation.</p> <p>Lunch (post-stage recovery meal) will be served at the respective race venue during the race days for everyone with a race entry package.</p>
Other Services	<p>Services which are additionally included in the race entry package:</p> <ul style="list-style-type: none"> • Service Station nutrition throughout the race route • Door-to-door transport of luggage between Race Villages

	<ul style="list-style-type: none"> • Transport of private luggage and bike bag from La Punt Chamues-ch to Davos • Race medical services on the race route and on-site basic treatment in the Race Villages • Bike wash after every stage • Professional bike mechanic available on course (free)• Rider Jersey • Finisher’s medal (only given to official finishers) • Medal engraving <p>Services which are not included in the race entry package, but can be booked for an extra fee:</p> <ul style="list-style-type: none"> • Supporter Package (accommodation, meals, transportation) • Massage Standard • Massage Deluxe • Bike service upgrade • Single room upgrade (for supporters and riders) • Additional nights pre and post event • Laundry Service • Park and Ride • Sportograf Photo Package • Absa Cape Epic Qualifications <p>*Additional Available Service are subject to change.</p>
Group Services	Participation in the Event as well as the lunch will be provided to all participants of the Event. The event registration requires the registration of two race participants who are participating as a team in the Event.
Service Languages	German and English.
Suitability for persons with reduced mobility	No.
Organiser Contact Details:	IRONMAN Switzerland AG, Ringstrasse 20, 8600 Dübendorf, Switzerland (referred herein as “Organiser”) – info@swiss-epic.com - Office phone number: +385 (1) 4814 900
Package Travel Price:	<p>The Package Travel Price depends on the date of purchasing the entry:</p> <p>Hotel</p> <p>Tier 1: 4,050.00 CHF – 29 August 2023 – 27 November 2023</p> <p>Tier 2: 4,250.00 CHF - 28 November 2023 - 5 February 2024</p> <p>Tier 3: 4,400.00 CHF - 6 February 2024 – 1 April 2024</p> <p>Tier 4: 4,600.00 CHF – 2 April 2024 – until closing 2024</p> <p>Prices are only with regards to the services listed in this information sheet. Further costs for additional services not included in this document may arise depending on the booking arrangements of the Traveller.</p>
Payment Terms:	The payment is only possible by credit card and the payment is due at the end of the registration process. It is possible to choose the payment plan option and make the payment of the travel package in three instalments.

Minimum Number of Participants:	The minimum number is 200 participants/100 Teams.
Visa Information:	In the following link from the Switzerland embassy you can find all the information about what you need to travel to Switzerland: Visa Information
Termination Right:	The Traveler may terminate the contract at any time before the start of the package in return for payment of an appropriate termination fee, which are stipulated in the Withdrawal Conditions of the Organiser
Insurance:	There is no mandatory insurance required. Traveler is advised to seek appropriate travel, accident or other insurance coverage.

2) Preamble

The Organiser, as the organiser of this Package, is responsible for the proper provision of all travel services provided for in the package travel contract, irrespective of whether these services are to be provided by it or by other travel service providers under the contract. If you find yourself in difficulties during the trip, the Organiser is also obliged to assist you immediately and in a reasonable manner. This can be done in particular by providing appropriate information about health services, local authorities and consular assistance, as well as assistance in establishing long-distance communication links and in finding alternative travel arrangements. The Organiser may demand reasonable remuneration for its assistance if you have caused the difficulties yourself intentionally or through negligence. This remuneration may not exceed the actual costs incurred by the Organiser. The Organiser is your direct contact also on site.

3) Definitions

Certain words or terms used in these Package Travel Conditions shall have the meaning ascribed to them as follows in this section or if defined within the text of the Package Travel Conditions, the meaning as described in the text:

Traveler: means any person who is seeking to conclude a contract or is entitled to travel on the basis of a contract concluded, within the scope of this package travel contract.

Organiser: means the company responsible for the services provided as detailed in Section 1 above.

Package Travel/Package: means the combination of services listed in Section 1 above.

Event: means the multistage race and related activities provided to Traveler as defined in the Waiver.

Waiver: means the Event related Acknowledgement and Assumption of Risks & Release and Indemnity Agreement containing certain provisions about the Event related risks and participation conditions, the release and indemnification of the Organiser of the Event of certain legal rights, and other Event specific conditions, applicable to the participants of such Event.

Package Travel Contract: means the contract on the Package as a whole, including these Package Travel Conditions and all contracts or conditions covering travel services included in this Package.

Package Travel Conditions: means the provisions and regulations laid down in this document about the provision of package travel services.

4) Package Travel Services

The services resulting from the conclusion of the contract with the Organiser are listed above. Unless otherwise specified in this contract, the rights and obligations of the Organiser and the Traveler arise from the respective terms and conditions of the individual services, to which the Traveler expressly agrees by entering into this contract. Some services are provided by other service providers which have their own terms and conditions in respect to their services. The separate contracts for the services summarised in this contract together form the package travel contract. The Organiser does not offer any arrival and/or return travel services. The Traveler must organise his/her own timely arrival at the venue specified above, as well as the return journey or departure at the end of the Package tour.

5) Conclusion of Contract

The conclusion of contract is conditioned on the completion of the following requirements:

1. Traveler must pay the full amount invoiced by Organiser before the start of the Package Travel.
2. Organiser must confirm the proper and complete registration through a confirmation email to the Traveler.
3. Traveler must fulfil all requirements inherent and/or prescribed by Organiser to the Package, the Event, and all other activities during the travel before and during the Package Travel.

Organiser reserves the right to cancel any registration or prohibit the Traveler to attend to the Package Travel if one or more of these conditions are not met by Traveler at any time. Organiser will refund any payments if Traveler does not meet the requirements and the conclusion of contract is not completed or cancelled by Organiser.

6) Requirement of Full Mobility

As participation in the activities requires participants to be fully mobile, this Package is not suitable for people with reduced mobility. For more detailed information on the suitability of

the trip, taking into account the needs of the Traveler, please contact the service address of the Organiser before booking.

7) Insolvency Protection and Insurance

In the event of insolvency of the Organiser, payments will be refunded. The Organiser has taken out insolvency insurance with an appropriate insurance provider. The details of the insurance provider are listed in Section 1 of these Package Travel Conditions and on the entitlement certificate provided to the Traveler separately. The Traveler must contact the insolvency insurer within 8 weeks if he/she is denied services due to the insolvency of the Organiser.

8) Traveler's right of withdrawal before the start of the Package Travel

1. The Traveler may withdraw from the contract without paying a withdrawal fee and receive a full refund of all payments if any of the essential elements of the Package, other than the price, are substantially altered. If the Organiser responsible for the Package cancels the Package before it begins, the Traveler is entitled to a refund and may be entitled to compensation. Same applies if the price increase exceeds 8% of the original package price. The Organiser will inform the Traveler about any and all essential changes and their impact on the price of the Package and any alternatives, if applicable. **The Traveler must inform the Organiser within two (2) weeks whether the Traveler accepts the proposed changes, or an alternative, if any, or withdraws from the contract.** If the Traveler fails to respond within this period to the Organiser, the Organiser is allowed to terminate the Traveler's contract and refund all payments of Traveler.

2. The Traveler may withdraw from the contract without paying a withdrawal fee if exceptional circumstances arise before the start of the Package, for example if there are serious security problems at the destination which are likely to affect the Package.

3. The Traveler may withdraw from the contract at any time before the start of the Package on payment of a reasonable and justifiable withdrawal fee. Terms and process of withdrawal together with certain other options to the Traveler in case of a withdrawal by Traveler are determined in the [Withdrawal Conditions](#).

9) Traveler's Rights during the Package Travel

1. If, after the start of the Package, essential elements of the Package cannot be carried out as agreed, reasonable alternative arrangements shall be offered to the Traveler at no extra cost. The Traveler may withdraw from the contract without paying a withdrawal fee if services are not provided in accordance with the contract and this has a significant impact on the provision of the contractual package travel services and the Organiser fails to remedy the situation.

2. The Traveler is entitled to a price reduction and/or compensation if the travel services are not provided or not provided properly or where an alternative arrangement is of lower quality than that specified in the package travel contract. The Traveler shall immediately notify the Organiser of any lack of conformity noticed during the provision of the services included in the package travel contract, taking into account the

circumstances of the case, so that the Organiser can remedy that lack, if possible, and unless disproportionate costs are involved. The Traveler may remedy him/herself any lack of conformity, and request reimbursement of necessary expenses, if the Organiser does not remedy the lack of conformity within a reasonable period set by the Traveler, the Traveler is required to remedy immediately the lack of conformity due to the circumstances of the case, or where the Organiser refuses to remedy the lack of conformity. Please see the Event-specific regulations ("Waiver") regarding the right of the Organiser to change and/or modify the race routes and distances of the Event without any right of compensation or price reduction in certain cases.

3. The Traveler may reject the proposed alternative arrangements only if they are not comparable to what was agreed in the package travel contract, or the price reduction granted is inadequate. Where a lack of conformity substantially affects the performance of the Package and the Organiser has failed to remedy it within a reasonable period set by the Traveler, the Traveler may terminate the package travel contract without paying a termination fee.
4. The Organiser shall assist the Traveler if the Traveler is in difficulty.

10) Liability for Reduction or Damages

The Traveler is entitled to receive appropriate compensation from the Organiser for any damage which the Traveler sustains as a result of any lack of conformity to the services agreed in the package travel contract, unless the lack of conformity is attributable to the Traveler, attributable to a third party unconnected with the provision of the travel services included in the package travel contract and is unforeseeable or unavoidable, or due to unavoidable and extraordinary circumstances.

Where the Organiser is obliged to reduce the price or pay compensation to the Traveler under this contract or for any other reason, such liability of the Organiser shall be limited to three times the total price of the package, except in the case of personal injury caused by the Organiser or damage caused intentionally or by negligence. In any case, the liability of the Organiser shall be limited to the extent that this is regulated by international conventions or statutory provisions based on such conventions. Any higher liability is excluded in these cases. The limitation period is two years.

11) Price Increases

The price of the Package may be increased if certain costs or charges levied by third parties not directly involved in the provision of the Package (for example fuel or taxes) increase, or in the event of a change in exchange rates. In order to claim a price increase according to the aforementioned reasons, the Organiser must inform the Traveler at least 20 days before the start of the Package, stating the reasons for the price increase. If the price increase exceeds 8% of the package price, the Traveler may withdraw from the contract. The Traveler is entitled to a price reduction if the relevant costs are reduced, subject to the conditions set out above.

12) Modification of certain conditions of the package travel contract

The Organiser reserves the right to unilaterally change terms and conditions of the package travel contract other than the price, provided that the change is insignificant, and the Organiser informs the Traveler thereof. The Traveler acknowledges that the modification, change or delay of any Event route or start and finish of a race (including cut-off times) will be an insignificant change, as long as the actual number of race days, races or the duration of the Package is not reduced or significantly altered.

13) Right to transfer to another person

The Traveler of the package travel contract in question has the right to transfer this contract to another person who fulfils all the conditions of the contract. The Organiser must be informed of the transfer of the contract on a durable medium within a reasonable period before the start of the trip. In the event of a transfer, the transferor, and the person to whom the contract is transferred shall be jointly and severally liable for the outstanding amount of the package price and any additional fees, charges and other costs incurred as a result of the transfer. Please note the instructions and deadlines for transfers of the starting place at the Event. The Organiser may not be able to accept the change of name of the new Traveler into Event related services that include the name of the participant if the transfer is made at short notice and after the deadlines shown in the Withdrawal Conditions. Neither the original Traveler nor the person to whom the contract is transferred shall be entitled to any reduction or compensation under this contract should notification of the transfer be made after the relevant time limits.

14) Passport and Visa Requirements

It may be necessary to apply for a visa to enter the country of destination where the services are provided under this contract. The Organiser therefore advises the Traveler that he/she should inform him/herself about the need for a visa and is responsible for applying for and obtaining the required visa. Details on how to apply for and obtain a visa can be found in section 1 of these Package Travel Conditions. Regarding the deadlines for obtaining visas, the Organiser refers to the official information of the respective country of destination.

15) Minimum Number of Participants

The minimum number of participants required for the package is mentioned in section 1 of these Package Travel Conditions, if any. If the minimum number of participants is not reached at the time of registration for this Package Travel, the Organiser may withdraw from the contract with seven days' notice before the start of the Package Travel in case of trips lasting between two and six days, and with 20 days' notice before the start of the Package Travel in the case of trips lasting more than six days. The Organiser will refund the Traveler the payment made without deduction. The Traveler is not entitled to additional compensation.

16) Insurance Options

The Organiser does not offer any cancellation or other insurance packages. However, Travelers are advised to take out cancellation insurance as well as suitable accident, theft

and/or (foreign) health insurance to protect themselves against any damage or costs that may arise during the travel. The Traveler should inform him/herself accordingly about such and other insurance offers before the start of the Package. Please note, that for packages including a mountain bike event, an insurance covering rescue and transportation costs to the hospital can be mandatory. Please review the terms and conditions of the Event to check whether any insurance coverage is mandatory for the Event or Package.

17) Out-of-court dispute resolution, Jurisdiction, Applicable Law

The European Commission provides an online dispute resolution platform for consumer disputes (ODR platform) at ec.europa.eu/consumers/odr/. The Organiser does not currently participate in any alternative dispute resolution procedure. In case of complaints, please contact LegalEMEA@ironman.com. Any dispute or claim the Traveler or the Organiser may have arising out of, relating to, or in connection with this package travel contract, will be governed by the substantive law of the country the Organiser has its registered office, without regard to any conflict of law rules. Subject to imperative legal regulations, the place of jurisdiction is given by the seat of the registered office of the Organiser.

18) Language

These Package Travel Conditions have been drafted in English and translated into other languages for convenience purposes or to adhere to legal requirements of the law of the jurisdiction. In cases of any translation failures or discrepancies between the English version and any translation thereof, the English version shall prevail.

19) Severability

In the case any provision of these Package Travel Conditions shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.