



GENERAL TERMS AND CONDITIONS of CK POWDER, s.r.o.

A. INTRODUCTORY PROVISIONS

1. POWDER, s.r.o., a travel agency registered at Střítež 85, 739 59, Company ID: 48399027, registered with the Regional Court in Ostrava, Section C, File 10411 (hereinafter referred to as "the Agency"), provides:
 - a) package tours; and
 - b) brokerage of other travel services which do not constitute a package (hereinafter referred to as "other travel services").
 2. These General Terms and Conditions ("GTC") govern the rights and obligations of the contracting parties arising from:
 - a) a Package Travel Contract ("Contract"); and/or
 - b) an agreement for the brokerage of other travel services.
 3. The Agency shall inform the customer which type of contract applies to their booking no later than before the customer makes a binding order or signs a Contract. For this purpose, the Agency will provide the customer with the appropriate information form ("Standard Information Form"), which specifies whether the product is a package tour and what type of legal protection applies to the customer.
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B. PACKAGE TOUR

1. CONTRACTUAL DOCUMENTATION AND SUBJECT OF THE CONTRACT

1.1 Under the Contract, the Agency undertakes to arrange a pre-prepared package tour for the customer, and the customer agrees to pay the total tour price and any additional agreed services.

1.2 The tour is provided on the basis of a valid and effective Contract. In practice, the Contract consists of several documents:

- (i) the signed Contract form or a written Confirmation,
- (ii) the tour description in the online catalogue on the Agency's websites www.freeridecamps.cz or www.pureheliskiing.com,
- (iii) any customized offer text for tailor-made tours, and
- (iv) these General Terms and Conditions.

All these documents together form the "Contract Documentation" and are binding for both parties.



1.3 If there is a conflict between the Contract and other parts of the Documentation, the Contract takes precedence. If the online catalogue description or individual offer differs from these Terms, the catalogue description or the individualized information prevails.

1.4 The Agency undertakes to provide the customer with the tour listed in the online catalogue and/or on its websites, or another individually agreed combination of travel services, under the terms of the Documentation.

2. CONCLUSION OF THE CONTRACT

2.1 A tour booking is considered concluded when the customer gives binding confirmation of the Agency's offer. This can be done by:

- a) signing the provided Contract form within the deadline set by the Agency,
- b) clicking the "binding order" box in the Agency's online booking system, or
- c) any other explicit confirmation (by email, phone, or other communication) of agreement with the Agency's offer.

2.2 If the Contract is not signed in paper form, the Agency will issue a confirmation in text format (e.g., PDF). In this case, the Contract is concluded at the moment the Confirmation is sent to the customer's email address.

2.3 The Contract becomes valid and effective upon:

- a) payment of the deposit or full price of the tour within the period specified by the Agency; or
- b) confirmation of the signed Contract by the Agency's representative.

2.4 By signing the Contract, the customer confirms that:

- a) they received and agree to these Terms and Conditions, and ensured that all participants included in the booking have also agreed;
- b) they received detailed information about the tour;
- c) they had access to the Agency's insolvency insurance certificate;
- d) they received the relevant Standard Information Form;
- e) they were informed about passport, visa and health requirements for the destination;
- f) they received contact details for the Agency's local representative;
- g) they are authorized to enter into the Contract also on behalf of other participants, including minors, and confirm that proper consent has been obtained.

2.5 If the customer books on behalf of third parties, they are jointly liable with them for fulfilling all obligations, including timely payment of the price and provision of required information.



3. PRE-CONTRACTUAL INFORMATION DUTY

Before concluding the Contract, the customer will receive, in addition to the specific tour offer and these Terms:

- a) the relevant Standard Information Form,
- b) general information about passport and visa requirements for the destination,
- c) information about health requirements for travel,
- d) on request, proof of the Agency's insolvency insurance or bank guarantee.

4. DETAILED INSTRUCTIONS AND DOCUMENTS

The Agency will provide the customer with all necessary details relating to the tour (such as equipment requirements) no later than seven days before departure, unless already included in the Documentation. At the same time, the Agency will deliver travel documents such as tickets or vouchers. If the Contract is concluded less than seven days before departure, these documents will be provided immediately.

The customer agrees to follow all recommendations and requirements specified in the Detailed Instructions. If the customer's equipment or health condition does not meet the stated requirements, the Agency may exclude them from activities for safety reasons, without entitlement to refunds or compensation.

5. PRICE AND PAYMENT TERMS

5.1 The total tour price includes taxes and fees, and any mandatory additional costs. If additional costs cannot be reasonably determined in advance, the Agency will inform the customer about the type of such potential costs.

5.2 The total price and any supplementary services are listed in the Contract. Prices include VAT.

5.3 The tour price includes only the services explicitly listed in the "Price Includes" section of the catalogue or offer. Transportation and travel insurance are not included unless stated otherwise.

5.5 The customer agrees to pay:

- a) a deposit within 10 days of signing the Contract,
- b) the balance by the due date stated in the Contract,
- c) the full cost of airline tickets (if applicable) at least one month before departure,
- d) supplementary services upon booking,
- e) the full tour price immediately, if booking after the usual due date.



5.6 Failure to make payments entitles the Agency to cancel the Contract, retaining cancellation fees as specified below.

Payment is considered settled on the day funds are credited to the Agency's account or received in cash.

6. PRICE CHANGES

The Agency may increase the price if costs rise due to:

- a) fuel or energy price increases,
- b) taxes or fees imposed by third parties,
- c) exchange rate fluctuations.

Customers will be informed of price increases at least 20 days before departure. If the increase exceeds 8%, the customer may withdraw without penalty. Conversely, if costs decrease, the customer is entitled to a price reduction.

7. FLIGHT TICKETS

Airfare (including fees) is not included in the tour price unless stated otherwise. If only an estimated airfare is stated, the customer agrees to pay any difference if the final ticket price is higher. The Agency usually books flights only once the minimum number of participants is reached.

8. CONTRACT AMENDMENTS

The Agency may make minor changes to the services and will inform the customer accordingly. If major changes are necessary (such as key services or price increases over 8%), the customer may either accept or withdraw without penalty. If quality decreases, the customer may claim an appropriate discount.

9. TRANSFER OF THE CONTRACT

The customer may transfer the Contract to another person who meets the participation requirements, provided the Agency is informed at least 7 days before departure. The original and new customer are jointly liable for all costs and payments.

10. TOUR CANCELLATION BY THE AGENCY

If the minimum number of participants is not reached, the Agency may cancel the tour and will inform the customer at least 7 days before departure. In this case, the full amount paid will be refunded. The Agency may also cancel due to unavoidable circumstances, refunding payments minus any expenses already incurred.

11. CUSTOMER'S RIGHT TO WITHDRAW

The customer may withdraw at any time before the tour, subject to cancellation fees (see Article 12). Withdrawal without cancellation fees is possible if:

- the price increases by more than 8%,
- key services are significantly changed,
- the Agency cannot fulfill accepted special requests,
- extraordinary circumstances at the destination affect the tour.

In these cases, the Agency refunds all payments within 14 days.

12. CANCELLATION FEES

Cancellation fees depend on the time before departure:

- more than 90 days: actual costs + CZK 500,
- 90–61 days: actual costs + 15% of the tour price,
- 60–41 days: actual costs + 30% of the tour price,
- 40–21 days: actual costs + 50% of the tour price,
- 20–6 days: actual costs + 80% of the tour price,
- 5 days or less: 100% of the tour price.

If the customer fails to show up without cancellation, 100% of the price is charged.

13. DEFECTIVE SERVICES AND ASSISTANCE

The Agency is responsible for proper delivery of the tour. If any service does not match the Documentation, the customer must report it immediately. Minor defects entitle the customer to



a reasonable discount. Major defects may entitle the customer to withdraw without cancellation fees.

The Agency must assist customers in difficulties, including arranging transport or alternative services where necessary.

14. CUSTOMER OBLIGATIONS

The customer must:

- provide accurate information,
- hold valid travel documents,
- comply with visa and health requirements,
- follow instructions from guides and coaches,
- respect cultural norms and the environment,
- arrange travel insurance covering risk sports, unless agreed otherwise,
- refrain from excessive alcohol or drug use.

Failure to comply may result in exclusion from activities or termination of the Contract without refund.

15. LIABILITY

Participation in tours and sports activities (skiing, snowboarding, hiking, cycling, etc.) is at the customer's own risk. The Agency and its coaches are not liable for injuries arising from participation, except in cases of proven negligence.

The Agency's liability for damages is limited to three times the total tour price, except for injury or death. Customers are responsible for damages they cause to the Agency or third parties.

16. INSURANCE

The Agency recommends customers take out cancellation insurance and medical insurance covering risk sports. The Agency itself is insured against insolvency with Fiducia, s.r.o., Národní třída 10, 110 00 Prague 1.



17. DATA PROTECTION

The Agency processes customers' personal data as required to fulfill the Contract and legal obligations. Data may be shared with service providers (accommodation, guides, transport providers). If the tour is outside the EU, data may be transferred to third countries.

Customers may object to marketing communications at any time. Customers may also consent to the use of photos and videos taken during tours for promotional purposes.

Customers have the right to access, correct, delete or limit processing of their personal data, and to file a complaint with the Czech Data Protection Authority.

C. BROKERAGE OF OTHER TRAVEL SERVICES

These Terms apply correspondingly to the brokerage of other travel services. In such cases, the Agency is not insured against insolvency, is not a contracting party to the provided services, and is not liable for defects or damages. Responsibility lies with the service providers.

D. FINAL PROVISIONS

1. References to articles and sections mean references within these Terms, unless stated otherwise.
2. Customer obligations apply equally to all participants included in the booking.
3. The Agency may update these Terms by publishing new versions on its website. Customers may withdraw within 30 days of receiving updated Terms if they disagree.
4. These Terms and Contracts are governed by Czech law.
5. Any disputes will be resolved by Czech courts. Consumers may also seek out-of-court settlement with the Czech Trade Inspection Authority (www.coi.cz) or use the EU online dispute resolution platform (<http://ec.europa.eu/odr>).

These General Terms and Conditions are effective from 1 July 2018.
