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GENERAL TERMS AND CONDITIONS

1. INTRODUCTION

- a. These general terms and conditions apply to customers purchasing ski passes, accommodation, and/or other goods and services from Gausta Ski & Resort AS (hereinafter referred to as “Gausta”). These terms do not apply to customers making purchases as part of their own business activities.
 - b. Gausta’s address is Kvitåvatnvegen 372, 3660 Rjukan. The email address is booking@gausta.com. . Telephone: +47 35 09 14 22.
 - c. Together with the customer’s booking, as confirmed by an order confirmation, these terms constitute the entire contractual basis for the purchase.
 - d. In addition, applicable Norwegian laws and regulations shall apply. For example, the Norwegian Package Travel Act applies to “package travel” and “linked travel arrangements” as defined in Chapter 1 of the Package Travel Act. Further terms regarding package travel and linked travel arrangements are set out in Sections 6 and 7 below.
 - e. The person making the booking is hereinafter referred to as the “Guest.” The Guest and all members of the Guest’s party are obliged to comply with these terms, the alpine code of conduct, instructions, and other rules applicable to the relevant product/service, as well as any special provisions adopted as necessary. Such provisions will typically be communicated through signage and other instructions on-site. The Guest is responsible for ensuring that all members of the Guest’s party are informed of and comply with these rules.
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2. BOOKING

- a. Any person booking goods or services on gausta.com or the Gausta app must be at least 18 years old.
- b. When booking cabin/apartment accommodation, the Guest must be at least 20 years old and is responsible for the cabin/apartment throughout the stay. Identification must be presented upon check-in upon request. If the Guest is under 20 years old and there is no other member of the travel party over 20 who can and will assume the Guest’s responsibility, keys will not be issued and the rental amount will not be refunded.
- c. It is the Guest’s responsibility to familiarize themselves with important information regarding the purchase before making a booking.
- d. Upon completion of a booking, the Guest will receive an order confirmation by email. It is the Guest’s responsibility to verify that the information in the order confirmation is correct. The order confirmation must be presented upon arrival (printed or on-screen).
- e. The booking is not valid unless the correct order confirmation has been received by the Guest. If no order confirmation is received, the Guest is requested to contact Gausta at +47 35 09 14 22 or booking@gausta.com.

f. “My Page”: After confirmation of the booking, the Guest will also receive information by email regarding login to “My Page” on gausta.com, where the order confirmation and other booking information are available.

g. Payment shall be made simultaneously with the booking, within a specified payment deadline, or upon arrival, depending on the payment terms applicable to the booking. If payment is made upon arrival, an administrative fee may apply.

3. CHANGES AND CANCELLATIONS

a. The terms below apply to individuals and small groups. Separate terms for changes and cancellations apply to groups of more than 20 persons or 10 hotel rooms. Please contact booking@gausta.com for further information.

b. The following cancellation deadlines apply:

- Cabins/apartments: 14 days before arrival date
- Gaustablikk Fjellresort: 7 days before arrival date
- Gausta Sportell: 7 days before arrival date
- Season passes: may be cancelled until the pass is activated upon first lift use
- Ski school, ski rental, bike rental and other lift passes: 7 days before the first booked date
- Activities (shuffleboard, padel court, floating saunas, etc.): 48 hours before the first booked date
- Restaurant table reservations: see subsection e below.

c. If cancellation occurs after the deadline, the Guest is obliged to pay the full amount.

d. Bookings may be changed regardless of the cancellation deadline if possible for Gausta. In such cases, an administrative fee may apply.

e. Separate rules apply to restaurants:

For groups of up to 7 persons, the cancellation deadline is 24 hours prior (unless otherwise agreed in advance). Cancellation after the deadline or “no show” will be charged NOK 225 per person.

For groups of 8 persons or more: see contract/order confirmation. Tables are held for 15 minutes after the stated arrival time; after this, the reservation is considered a “no show.”

f. Bookings made after the above cancellation deadlines are binding.

g. Please see the current snow guarantee on Gausta.com

h. Requests for changes and cancellations may be made via “My Page” or sent to booking@gausta.com.

4. SPECIAL TERMS FOR ACCOMMODATION

4.1 General

- a) The terms in Section 4 apply only to accommodation.
- b) The rental unit may only be occupied by the agreed number of persons and used only for the agreed purpose.
- c) Between 23:00 and 07:00, the Guest and the Guest's party must keep noise to a minimum and otherwise respect others' sleep.
- d) Smoking is prohibited in all our hotels, cabins, and apartments. The use of open flames is also prohibited.
- e) Damage caused to the hotel, hotel room, apartment, or cabin is the Guest's responsibility. The Guest and the Guest's party must treat rental units, furnishings, and equipment in such a way as to avoid damage and unnecessary wear and tear. Such damage and wear shall be compensated by the Guest. The same applies to self-inflicted triggering of fire alarms and other unnecessary incidents caused by the Guest or anyone in the Guest's party. Gausta reserves the right to determine compensation as a lump sum covering both the damage/loss and a reasonable administrative fee.
- f) Gausta is entitled to terminate the contractual relationship with immediate effect if the Guest or anyone in the Guest's party causes serious disturbance to the surroundings and/or damages the rental unit or surrounding area, or if the rental unit is used for a purpose other than agreed. In such cases, the Guest and the Guest's party must immediately vacate the rental unit without any right to a refund. Gausta reserves the right to lock the rental unit and remove the Guest's and the Guest's party's belongings.
- g) In the event of unforeseen circumstances making it impossible or disproportionately burdensome for Gausta to provide the booked accommodation, the Guest may be relocated to an equivalent or superior rental unit.
- h) Please also see other applicable rules for each accommodation facility in the order confirmation or in the room/unit.

4.2 Specific provisions for cabins and apartments

- a) Before departure, the Guest must clean countertops, wash dishes, and remove waste and recyclables from the rental unit. Detailed instructions are provided separately. Any rented bed linen must be removed and placed beside the bed before departure. Doors and windows must also be closed before departure.
- b) If the self-cleaning and tidying instructions are not followed, Gausta may charge a fee of NOK 1,500 or more, depending on the size of the rental unit and the degree of non-compliance. The same applies in the event of breaches of the rules on smoking, open flames, and pets.
- c) A final cleaning fee is mandatory and carried out by Gausta staff. This does not include indoor or outdoor surfaces, dishwashing, or disposal of waste and recyclables. Further instructions are provided separately upon arrival.
- d) Bed linen and towels are mandatory and added to the price for cabins and apartments and may be adjusted according to the number of guests within the standard cancellation deadlines.

e) Electricity is included in the price. Half a bag of firewood is also included. Additional firewood is not included and must be ordered separately.

f) Pets may only be brought to rental units where this is permitted and where payment for this has been agreed.

4.3 Check-in and check-out

a) The following check-in and check-out times apply unless otherwise agreed:

- **Gaustablikk Fjellresort:** Check-in from 16:00 on the day of arrival and check-out by 11:00 on the day of departure.
- **Gausta Sportell:** By 16:00 on the day of arrival, the Guest will receive an SMS with an access code for the rental unit. Check-out by 11:00 on the day of departure.
- **Cabins and apartments:** By 16:00 on the day of arrival, the Guest will receive an SMS with a code for the check-in room and a code for the cabin/apartment key box in that room. The box contains an information folder and the key to the rental unit. The folder contains the address, directions, and other important information. Check-in is from 16:00 on the day of arrival. Check-out is by 11:00 on the day of departure.
- Lift passes sold together with accommodation are collected from the ski pass machines at the destination. Rented ski equipment and bicycles are collected from the ski and bicycle rental shop.

5. SPECIAL TERMS FOR LIFT PASSES

5.1 General

a) The terms in Section 5 apply only to lift passes.

b) Unless otherwise stated, lift passes are valid throughout the entire Gausta Ski Center. Competition slopes may be closed during competitions and training sessions. Gaustabanen is not included in the lift passes and must be purchased separately.

c) A keycard is mandatory for all types of passes. Children up to 7 years of age do not require a keycard, as they have dedicated children's entrances at the lifts.

d) If the keycard itself is not purchased from Gausta, but the Guest uses an existing keycard activated in the ski resort, not all lifts can be used for activation (i.e., the first lift ride). See [Gausta lift pass information](#) for which lifts can be used for activation.

e) Youth (8–17 years) and seniors (65+ years) may purchase lift passes at a reduced price. Age at the time of purchase applies.

f) Lift pass prices follow the current price list on gausta.com.

g) Lift passes are personal and may not be used by others. The user must be able to provide proof that they are the rightful holder of the pass.

- h) Violations of Gausta's rules—including breaches of the alpine code of conduct—may result in expulsion from the facility and confiscation of the lift pass. Misuse of a lift pass may result in expulsion, confiscation, additional charges, and/or police reporting.
 - i) Lost lift passes will only be replaced if personal information was registered when the pass was purchased and the pass can be blocked. An administrative fee may apply for issuing a new pass.
 - j) Lift passes valid for multiple days apply for consecutive days.
 - k) Unused lift passes are non-refundable.
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5.2 Specific provisions for season passes

- a) Season passes are valid from the beginning of the winter season until the end of the season. Dates may vary depending on weather and snow conditions.
 - b) The season pass may provide the Guest with various benefits, including discounts on other goods and services. These offers may change during the season. See current offers on gausta.com. The offer applies only to the Guest and may not be shared or used by others unless specified.
 - c) Without a photo, the season pass is invalid. It must be possible to identify the pass holder (eyes must be visible; no ski goggles or similar).
 - d) Season passes not activated by the end of the season are non-refundable.
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5.3 Specific provisions regarding ski safety

- a) The Guest and the Guest's party must assess their own skiing ability, equipment, weather and snow conditions, and other factors affecting safety on the slopes, and adapt accordingly.
 - b) Ski brakes/safety straps are mandatory. Ensure bindings are correctly adjusted.
 - c) All skiing outside marked slopes (including lift corridors and other areas not intended for downhill skiing) is at the Guest's own risk. Gausta emphasizes that off-piste skiing may involve significant risk of injury for which Gausta accepts no responsibility.
 - d) It is prohibited to remain in the ski resort outside opening hours. This may endanger life due to snowmaking and slope grooming operations.
 - e) Intoxicants and skiing do not mix.
 - f) In case of injury in the ski resort, Ski Patrol can be contacted at +47 41 60 20 30. In the event of serious personal injury or accident, always call 113.
 - g) Anyone purchasing a lift pass undertakes to comply with the Alpine Code of Conduct. Violations may result in confiscation/deactivation of the lift pass without refund.
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ALPINE CODE OF CONDUCT

- **Responsibility to avoid injury:** You must behave in such a way as not to endanger yourself or others. You must always maintain control of your ski/snowboard equipment and are responsible for ensuring it does not cause injury or damage.
 - **Adjust speed to conditions:** You must ski in a controlled manner and adjust speed and manner of skiing according to ability, terrain, snow conditions, and traffic.
 - **Right of way:** The person approaching from behind (uphill) is responsible for avoiding collision.
 - **Overtaking/downhill travel:** You may overtake another skier or snowboarder provided sufficient space is given for both controlled and uncontrolled movements. Straight-line downhill skiing is prohibited except during organized training.
 - **Entering or turning uphill in a slope:** Ensure this can be done safely for yourself and others.
 - **Stopping on a slope:** Avoid stopping in narrow areas, under steep sections, or in places with limited visibility unless absolutely necessary.
 - **Walking on slopes:** If on foot, use only the outer edges of the slope.
 - **Respect signs and markings:** Follow all signs, markings, and instructions. Never enter slopes or areas marked closed.
 - **Assist in accidents:** Anyone involved in or witnessing an accident has a duty to assist and provide identification.
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5.4 Specific provisions on refunds due to operational interruptions

a) In the event of operational interruption—meaning the lift/slope offering cannot be used, e.g., due to lift stoppage—the Guest is entitled to a proportional refund for the period during which the lift pass cannot be used, provided the interruption lasts at least 30 minutes and constitutes at least one-third of the lift pass validity period. No refunds are given for day passes, half-day passes, or hourly passes.

b) Specific provisions for season passes: The validity period is calculated from the day the facility opens until the day it closes for the season. Refund claims are processed after the season ends. Refunds are capped at 50% of the purchase price and otherwise equal 50% of the purchase price for the period the facility was closed. Example: if the facility is closed for 40% of the season, the Guest is entitled to a 20% refund.

6. FURTHER INFORMATION ON PACKAGE TRAVEL

a. Package travel means a combination of at least two different travel services for the same trip/holiday purchased together from the same organizer. If in doubt, see the definition in Section 6 of the Norwegian Package Travel Act.

b. Gausta is responsible for ensuring that the travel services included in a package are delivered satisfactorily in accordance with Chapter 5 of the Package Travel Act. For package travel, Gausta

is also responsible for providing assistance to travelers in difficulty pursuant to Section 36 of the Act.

c. A package travel agreement may be transferred to another Guest within the framework of Section 18 of the Package Travel Act.

d. If the Guest or anyone in the Guest's party discovers defects in a package, Gausta must be informed without undue delay.

e. Complaints concerning package travel are first handled internally by Gausta. Complaints may also be submitted to the Package Travel Complaints Board. If the Guest resides in the EU or another EEA country, complaints may be submitted via Forbruker Europa.

f. In the event of organizer insolvency, the Guest may be entitled to coverage from Reisegarantifondet via reisegarantifondet.no.

7. FURTHER INFORMATION ON LINKED TRAVEL ARRANGEMENTS

a. A linked travel arrangement exists when at least two different travel services are purchased for the same trip/holiday without constituting a package, because the Guest enters into separate agreements with different providers (Gausta and another supplier). If in doubt, see Section 7 of the Norwegian Package Travel Act.

b. For linked travel arrangements, Gausta is responsible only for the part of the arrangement covered by the agreement with Gausta.

c. In the event of organizer insolvency, the Guest may be entitled to coverage from Reisegarantifondet via reisegarantifondet.no.

8. PRIVACY

By registering personal data, the Guest consents to Gausta, in its capacity as data controller, using such information to fulfill Gausta's obligations toward the Guest. Where necessary, such information may be transferred to Gausta's business partners, such as insurance companies, hotels, train, airline, and bus companies, among others. Gausta uses the Guest's information to provide information, offers, and services related to the Guest's booked arrangements via email, telephone, SMS, and postal mail. The Guest may also be contacted for marketing and market research purposes. For more information, see Gausta's privacy policy on gausta.com.

9. MISCELLANEOUS TERMS

a. Gausta reserves the right for typographical errors and similar errors on websites and other printed materials.

b. Within the framework of Section 19 of the Package Travel Act, Gausta reserves the right to make price adjustments due to increased costs. Such price changes shall be promptly communicated to the Guest.

c. The Guest is responsible for maintaining any insurance that may be relevant during the stay or while traveling to/from the stay. Upon request, Gausta may assist with documentation and other matters necessary for insurance coverage.

d. **Force majeure:** Gausta shall have no liability for loss/damage or reduced services resulting from events beyond Gausta's control that Gausta could not reasonably foresee when the Guest made the booking. Events beyond Gausta's control include, for example, adverse weather or snow conditions, strikes, lockouts, fire, pandemic/epidemic, and other circumstances making performance impossible or disproportionately burdensome. In such cases, neither party may bring claims against the other.

e. **Complaints:** Any complaints during the stay must be submitted immediately to Gausta's representatives on-site so that Gausta has an opportunity to remedy the issue promptly.

f. **Governing law and dispute resolution:** The contractual relationship between Gausta and the Guest is governed by Norwegian law. Any disputes shall first be sought resolved amicably. Matters falling within the jurisdiction of a public dispute resolution board or similar body may be brought there. Otherwise, disputes shall be resolved at Gausta's local legal venue.