

## TERMS AND CONDITIONS ALLMOUNTAIN CHILE

We are committed to safeguarding the rights of our customers and those of our team and technical equipment and to guaranteeing the quality of our services. Our Terms and Conditions reflect this purpose, seeking a positive experience for everyone in any case.

Regarding our terms and conditions:

- In April of each year, we update our terms and conditions.
- They will always be published on our website in English and Spanish.
- There will be a downloadable format available on our website.
- Once the reservation is confirmed, they will be sent in PDF format together with the other forms of the activity.

Here, we will explain in detail our **terms and conditions** regarding:

- Conditions and forms of reservations and payments.
- Suspension, rescheduling or cancellation of activities.
- Money refunds for reservations.
- Responsibility for use of equipment/technical equipment and others.
- Signature of medical form and risk acceptance.
- Acceptance of Allmountain terms and conditions.
- Use of Gift Cards and / or discount tickets, gift or refund.
- Terms and conditions for Companies.

### ACTIVITIES AVAILABLE:

#### **ACTIVITIES AVAILABLE ON OUR WEBSITE:**

- ✓ Expedition, Trekking, Climbing, Crossings & Adventures and Mountain Tours.
- ✓ Mountain/High Mountain logistic services.
- ✓ Corporate Activities.
- ✓ Support work for Consultants.
- ✓ Consultancy.
- ✓ Conferences, exhibitions.

### **AVAILABLE MODALITIES OF OUR EXPEDITIONS, TREKKING, CLIMBING, CROSSINGS & ADVENTURES AND MOUNTAIN TOURS:**

Each Expedition, Trekking, Climbing, Crossings & Adventures and Mountain Tours can be done upon request or by registration and reservation on scheduled dates published on social networks and website, which can be:

- **Open group mode:** Participants can join a previously confirmed group or a date published on our website. The final price of the activity will depend on the number of confirmed participants until the closing date of the activity. This type of activity is subject to the confirmation of other clients.
- **In private mode:** For 1 person (individual private activity) or 1 group (private activity for a pre-formed group). The participant(s) may request a specific date (subject to availability) and/or date published on our website that does not have previously confirmed participants.

## **PROGRAMS AVAILABLE FOR OUR EXPEDITIONS, TREKKING, CLIMBING, CROSSINGS & ADVENTURES AND MOUNTAIN TOURS:**

- **Full Program and Itinerary:** Service that includes all the necessary items for the activity. Varies for each activity. For example: Guides, transportation, daily meals, hotel, flights, etc.
- **Basic Program and Itinerary:** Service that includes guides and private transportation.
- **Tailor Made Program:** Allows you to customize your adventure according to your requirements. Services can be added and/or removed. To do so, a specific quotation is sent to the client's needs.

## **PRICES AND PRICE UPDATES:**

- Published prices are in **CLP (Chilean pesos)**. Conversions to another currency are made at the time (day) of payment of the booking confirmation, as indicated by the exchange rate of that day.
- In April of each year, Allmountain Chile will update the prices of its activities, which will be published on the website [www.allmountain.cl](http://www.allmountain.cl).
- Reservations made before April 30 will be charged at the rates corresponding to the season immediately prior to that date.
- For reservations made after April 30, the new rates for the following season will be applied.

## **SERVICES INCLUDED AND SERVICES NOT INCLUDED**

- The services included and not included are detailed in our web page [www.allmountain.cl](http://www.allmountain.cl) and/or in the specific program of each activity. In addition, and in any case, they will always be informed in the previous confirmation process.
- Services included and not included vary from one activity to another.
- Services can be added/removed to customize the activity (Tailor Made Itinerary Options).
- No refunds will be given for unused included services.

## **BEFORE THE TRIP:**

- Each client must complete and send their medical and risk acceptance form before starting the activity. To do this, Allmountain Chile must send the form (either in Word or PDF format), in the respective booking confirmation email (or via whatsapp). By the same means, the customer must send this document (by Word document, PDF or by photo well taken and in which the detailed information is legible). All information stated in such document shall be understood to be in accordance with and faithful to reality. Any discomfort, illness or health condition that has not been adequately reported in this document, releases Allmountain Chile from liability.
- In case of any doubt or query before the trip, customers may make the respective consultations through any means of communication: whatsapp, email, phone call, etc.
- All necessary information will be sent to the client so that he/she is aware of the terms and conditions of Allmountain Chile, along with other forms of the activity: reservation confirmation voucher, medical and risk acceptance form, technical equipment reservation form (if applicable), risk prevention protocols and emergency response.
- In case of impossibility of participation due to force majeure or fortuitous event or a serious health situation, rescheduling of the activity may be permitted, depending on the circumstances. Non-serious reasons for suspending and/or rescheduling the activity will not be accepted.
- For high altitude ascents (over 4000 meters above sea level), and for safety reasons, a previous process of responsible acclimatization is required, especially for express itineraries. Clients must make previous ascents or stays at altitude prior to the start of the altitude expedition, with a minimum of 15 days in advance, counted backwards, from the day the itinerary begins. Failure to comply with this requirement releases Allmountain Chile from responsibility in the event that, during the expedition, the client does not satisfactorily

achieve a safe and sufficient acclimatization process to complete the ascents. No refunds will be given in these cases, nor in cases of early termination of the expedition for this reason.

- Prior to the trip, it is understood that the client, once the reservation is paid and participation in any of the activities is confirmed, gives his consent for the use of his image by Allmountain and its broadcast channels, social networks and website, for the taking of photographs, recordings or filming for advertising uses or purposes.
- The guide will suspend or cancel the activity with respect to any client who delays more than 20 minutes for the pick up, a situation that directly affects the itinerary and the correct and safe development of the activity. There will be no refunds of the reservation payment in these cases.

#### **BOOKING CONDITIONS AND BOOKING PAYMENT**

- The minimum payment to make the reservation is 30% or 50% of the total price of the Trekking, Expedition, Climbing, Crossing & Adventure and/or Mountain Tour (which varies from one activity to another), which is previously informed and published in each activity on our website [www.allmountain.cl](http://www.allmountain.cl), in addition, and in any case, to be indicated in each itinerary/program sent to our clients, prior to their reservation.
- The reservation can be made through our website (via form), by email [info@allmountain.cl](mailto:info@allmountain.cl), by whatsapp or via phone call.
- The methods of payment will depend on whether the reservation is made from abroad or within Chile:
  - If the payment is made from abroad, the payment of the reservation must be made through our PayPal link. In this case, the client must assume the additional costs corresponding to the commission charged by PayPal for payments from abroad. The conversion from Chilean pesos to dollars is made according to
  - If the payment of the reservation is made within the country (Chile), it must be made through electronic bank transfer or credit card through Mercado Pago-WebPay link, which will be informed to the client.
- For the payment of the remaining balance, the accepted means of payment are: cash (Chilean pesos), bank transfer (national/international), national or international credit card (Payment Link or through Getnet portable machine, which is available in each company vehicle).
- The payment of the remaining balance must be made, at the latest, the same day of the beginning of the activity, to the guide in charge, through the means of payment indicated. Depending on the activity, the payment of the remaining balance may/must be made further in advance, which will be duly informed to the client in the previous booking process.
- Once the payment of the reservation has been made, the corresponding forms for the activity will be sent, for example, reservation confirmation voucher, medical and risk acceptance form, specific program of the activity (if applicable), equipment reservation form (if applicable), terms and conditions, etc.

#### **MEDICAL FORM AND ACCEPTANCE OF THE RISK OF THE ACTIVITY**

- For the realization of each activity, it is mandatory that each client completes the medical and risk acceptance form, prior to the beginning of the activity. For this purpose, this form will be sent in advance, together with the booking confirmation voucher and other forms.
- The medical form may be sent by e-mail or instant messenger, in Word, PDF or photographic format (taken in legible format).
- The declaration made in the medical and risk acceptance form is understood to be absolutely concordant and faithful to reality. Allmountain cannot be held responsible for any medical conditions, allergies or other illnesses not reported in the medical form that may have caused any unforeseeable situation during the activity.
- The guide(s) in charge of the activity must carry the medical records of each client (either in printed or digital format). The information contained therein will be used exclusively for the adequacy of food, first aid and first aid, if necessary or delivery to the relevant authority that

requires it (Carabineros, Firefighters, Andean Rescue, primary health care center, hospital, etc.).

- Allmountain will be authorized to provide first aid in remote areas to the customer who fills out this form, with the understanding that the customer accepts the risks involved in the activity.

**INDICATION OF THE ACTIONS TO BE FOLLOWED BY THE PARTICIPANT FOR THE PROPER DEVELOPMENT OF THE ACTIVITY:**

- ✓ Be present at the indicated time at the meeting point (pick up).
- ✓ Read and accept beforehand the risk conditions that the activity may present (Medical and Risk Acceptance Form), in case you have not sent it before.
- ✓ Maintain, at all times, an attitude of respect for the entire group.
- ✓ Listen to and follow all instructions given by the guides in charge at the beginning and end of the activity.
- ✓ In the places and moments of rest, the group must remain united and in case of having a physiological need must indicate to the guide in charge the place where he/she will go.
- ✓ Respect the flora and fauna of the places we visit.
- ✓ Respect the rules of NDR (Leave No Trace).
- ✓ Do not consume drugs, alcohol, psychotropic drugs during the activity.
- ✓ Avoid reckless actions that put your own safety and that of the group at risk.
- ✓ Inform the guide in charge of any discomfort (physical, emotional) that may interfere with the correct and safe development of the activity.

**ALLMOUNTAIN CHILE WILL SUSPEND THE ACTIVITY IN CASE OF:**

- The guide in charge may suspend the activity if any member of the team does not follow the guide's instructions.
- The activity may be suspended in case of rain, snow, strong winds or evident risk of forest fire or electrical storm.
- The activity may be suspended if the following geographical situations occur: landslides, river flooding, alluvium (the roads are connected by bridges, if alluvium occurs this would cause isolation), volcanic eruptions, earthquakes.
- An activity can be suspended inside a protected area when the pertinent authority (Conaf or Carabineros de Chile) establishes it for safety reasons.
- The activity may be suspended when any member of the group suffers an incident or accident.
- The activity may be suspended if any member of the team does not comply with the previously established rules of behavior (consuming alcohol, drugs, and/or other substances before, during, or after the activity).
- The activity may be suspended if it is detected that the technical equipment or part of it is in poor condition for the activity.
- The activity may be suspended if the guide catches a client performing a reckless action, which puts his integrity and that of the equipment at risk.
- The activity may be suspended if the vehicle has any damage.
- The activity may be suspended in case of serious health problems affecting any participant.

**CRITERIA USED BY OUR COMPANY TO SUSPEND THE ACTIVITY:**

- The guide will suspend the activity in the event that a client suffers a non-minor accident, which involves vital risk, psychological and/or physical damage, or must be evacuated from the place as soon as possible.
- The guide will suspend the activity if weather conditions change suddenly (rain, snowfall, thunderstorms, etc.).
- Allmountain will suspend the activity if the competent authority suspends activities within

any perimeter for safety or sanitary reasons.

- Allmountain will suspend the activity if the vehicles are not in optimal safety conditions for the activity.
- Allmountain and the guide will suspend the activity if one of its participants is in an evident state of having consumed alcohol or psychotropic substances.
- The guide will suspend the activity if he finds any damage to the technical equipment necessary for the activity.

#### **PROVISION OF FIRST AID:**

- The guide/s in charge of the activity is a Wilderness First Responder (WFR- Wilderness First Responder).
- First aid is defined as the immediate and temporary care given to a victim of an accident, sudden onset of an illness or harmful environmental action, which is not definitive and does not replace medical care (Source: Wilderness First Emergency Care Program Vs. V.3.4.1 Rev. July 2022).
- Consent is required for the provision of first aid in remote areas. In this case, this item is added to the medical record and it is understood that informed consent is given with the signature on the medical record.
- Even considering the preceding, in the event that the client (of legal age) refuses first aid or transfers, a "refusal of treatment" document will be requested to be signed or this fact will be accredited by witnesses who are on site. If there is no document at hand and / or witnesses, it can be certified by video, photograph or audio recorded for that purpose where the customer, if possible and depending on the circumstances, can confirm and embody their decision. In these cases, Allmountain and its guides will be released from any liability.

#### **ON EARLY TERMINATION OF THE ACTIVITY**

- In cases of early termination of activity for reasons attributable to the client, especially in activities of 2 or more days, the additional costs associated with it, will be borne by the client. For example, in an expedition to the Ojos del Salado Volcano of 7 days, in which any participant would like to return earlier to Copiapó, he/she will have to assume the costs of transportation, fees, food and lodging of the guide-driver. This is not an exhaustive example.
- Additional costs will depend on the activity to be carried out and the place where it takes place (distances, travel time, etc. will be taken into account).
- The activity will be terminated in advance by the Allmountain team in the event that weather, environmental or other conditions make it unsafe for all participants to stay. In this case, there will be no additional costs associated with the clients.
- Any modification of the program and itinerary that implies an early termination by mutual agreement of the group and participants, will not imply additional associated costs. For example: bringing forward the summit day due to weather conditions, which allows the option of early termination of the itinerary, at the choice of the participating client(s). In this case, the total price paid is not modified and no discounts are given for early termination days.
- No refunds will be made for services not used due to early termination.

#### **ON CANCELLATIONS AND RESCHEDULING**

- Early rescheduling (occurring just before the start of the activity) may occur in cases of imminent bad weather forecast or risk, such as heavy rains, snowstorms, strong winds or evident risk of forest fire or thunderstorm, etc. There is no refund for this concept.
- **Rescheduling** will be applied as an alternative solution.
- If you made your reservation (you paid 30% or 50% of the total price of the activity as a

reservation), and you cannot participate in the activity due to unforeseen circumstances or force majeure, the date of the activity can be rescheduled to any date of the **SEASON 2024-2025**, which will be subject to availability, for the same or any other similar activity. The paid reservation will remain valid until its use on the rescheduled date. For this purpose, AllMountain will send a reservation voucher, which will also be transferable (depending on the activity, as some activities involve flight payments with connections, registrations and permits, etc.). In all cases, AllMountain will grant the absolute flexibility necessary and possible, as long as notice and coordination is given reasonably in advance of the reserved date to reschedule the activity and it is an act of God or force majeure.

- In case of absolute impossibility of rescheduling or for reasons of force majeure, our clients have a maximum period of time to CANCEL the activity with:
  - **10 calendar days BEFORE the day the activity begins, for trekking and activities that are only 1 day long.**
  - **30 calendar days BEFORE the day the activity begins, for expeditions and activities lasting 2 days.**
  - **40 calendar days BEFORE the day the activity begins, for expeditions and activities of more than 3 days.**
- This cancellation must be made in a clear and justified manner by the client, in writing, through the same means in which contact is maintained with the client, which can be by: email, instant messaging whatsapp, Instagram or Facebook.
- In case of non-compliance with the deadline stipulated above, there will be no refunds of money paid for the reservation.

#### **MONEY REFUNDS**

- In case of absolute impossibility of rescheduling or for reasons of force majeure, and making the request for cancellation of the activity, before the expiration of the maximum period described above, **the customer will be refunded half of what was paid for the reservation (50% of what was paid for the reservation).** The total amount of the reservation cannot be refunded because, as part of our fair trade policies and to ensure proper logistics before each activity, we pay our suppliers in advance. And, depending on the nature of the activity and in very specific cases (such as those in which there are reservations made for less than 30% or 50% of the activity and the reservation has been used for payment of reservations with other suppliers, such as airlines, luggage, interconnections, hotels, etc., the reservation will not be refunded or the refund will be less than 50% of the amount paid for the reservation).
- **In case of not meeting the deadline stipulated in the item "ABOUT CANCELLATIONS AND RESERVATIONS",** there will be no refund of money regarding your reservation. It is for this reason that we prioritize to offer the client the opportunity to change the date of the activity for a future date, during the 2024- 2025 season, and at a value equal to or higher than the booked activity, a possibility that can even be transferable to another person if the client deems it convenient (and circumstances permit, in cases of sub-bookings with suppliers).
- The refund of the money corresponding to half of the amount paid for the reservation will be made, if possible, through the same means in which the customer made the payment of the same. For this purpose, **AllMountain will have a maximum of 15 working days from the date of the request or notice of cancellation of the activity to refund the amount paid.**
- In case of not being in adequate conditions to perform the activity (presenting symptoms of having consumed drugs, alcohol or any psychotropic substance), AllMountain will cancel the activity with respect to the customer who presents such states/symptoms and will not refund the money already paid for the reservation.
- In case the client takes more than 20 minutes to be at the pick up point on the day of the activity, there will be no refund of money already paid.
- In case of failure to comply with the deadline previously stipulated for

rescheduling/cancellations, there will be no refunds of money paid for the reservation.

- There will be no refunds when the activities are provided by another supplier/tour operator, since the terms and conditions of the latter apply (with prior notice to the client in the process prior to the confirmation of the activity). For example: Torres del Paine Circuit, supplier Vértice Travel.
- Once the activity has started and finished, no money will be refunded in case of dissatisfaction with the activity.

#### **RESPONSIBLE USE OF TECHNICAL AND OTHER EQUIPMENT - REPAIR OR REPLACEMENT CASES**

##### **USE OF TECHNICAL EQUIPMENT DELIVERED TO THE CLIENT FOR THE DEVELOPMENT OF THE ACTIVITY(IES):**

- It is noted that the condition of the equipment provided by Allmountain to each customer is in optimal conditions, thus ensuring the correct and safe development of any of the activities that are done.
- Once the activity is finished, the customer must return by hand the equipment received, exclusively to Allmountain Chile staff, in the same conditions in which they were received.
- The client must be responsible for using the equipment carefully and take the corresponding precautions. In case of doubts about the correct use of the equipment, even after having received the respective briefing or instructions, the client should ask the guide in charge for further guidance.
- Also, the client must use in a respectful and responsible manner all additional equipment of common use included for the correct development of the activity: vehicles, camping equipment or objects or others, which are the property of Allmountain Chile.

##### **CASES OF LOSS OR DAMAGE TO EQUIPMENT RECEIVED OR USED IN THE ACTIVITY(IES):**

- In case of loss or damage (total or partial) of any of the objects that Allmountain will deliver to the customer, either by negligence or willful misconduct, the customer must return or pay for the repair (if applicable) of such object (s), according to market price.
- The restitution shall be made with respect to the same product, size and brand that was affected by its total or partial loss or destruction, according to market price. In case of partial destruction that makes impossible a repair that guarantees the functionality and safety of the object or the repair costs of the object exceed its market value, it must be replaced by a new one, at the full cost of the responsible customer.
- Repairs, if any, shall only be carried out if the same functionality and safety as before the damage occurred is guaranteed. All of which shall be at the expense of the responsible customer.
- Regarding deadlines for the repair and/or restitution of the lost or destroyed equipment: Once the activity is finished, **a maximum period of 10 working days will be given**, counting from the day the activity is finished, to make the payment corresponding to the repair and/or restitution, in a bank account that will be duly informed to the client. If the payment indicated by the responsible client is not made, either by unjustified refusal or by the simple expiration of the term, the client will proceed through legal instances for such payment.
- The above shall also apply in case of loss or destruction (total or partial) of any object, element and/or equipment that is of common use for the activity, such as tents, dome, kitchen objects, camping objects or others, etc.
- The above shall also apply to any damage that may affect any of the vehicles used in the activity and that has been caused, intentionally or negligently, by the responsible client.

### **ACCEPTANCE OF TERMS AND CONDITIONS ALLMOUNTAIN**

- It is understood by the mere fact of having made the payment for the booking confirmation that the customer thereby accepts the terms and conditions of Allmountain Chile, described in this document which, in any case, are attached in the booking confirmation email and that, in any case, are published, with free access to the public, on the website [www.allmountain.cl](http://www.allmountain.cl), versions available in Spanish and English.
- It is understood that the client accepts the terms and conditions described when signing the medical and risk acceptance form for each activity.

### **USE OF GIFT CARDS AND/OR DISCOUNT, GIFT OR REFUND TICKETS**

- There is the option of giving experiences through Gift Cards, which will be personalized and adapted according to the client's requirements. Valid for any of our activities.
- There is the option to generate discount tickets, gift and/or reimbursement, which will be nominative.
- In cases where a Gift Card and/or discount, gift or reimbursement tickets are issued, their expiration and transferability will be determined on a case by case basis, which will be duly informed to the customer.

### **WORK WITH COMPANIES**

- In the case of situations analogous or similar in nature to those contemplated in these terms and conditions, the provisions set forth herein shall apply in an equivalent manner, unless otherwise specified in writing by the contracting and contracted company.
- It is understood that the client accepts the terms and conditions described above when making the booking confirmation payment.

A large, semi-transparent watermark of the All Mountain logo is centered on the page. It features the word "ALL" in yellow above "MOUNTAIN" in grey, with a yellow mountain range silhouette behind the text.