

## 1. CLOSING CONTRACTS AND MAKING BOOKINGS

### Closing Contracts

All reservation requests must be made in written form and via email. This enables us to track and examine the booking process in case a misunderstanding or miscommunication arises. Once the booking confirmation and invoice from RAPTURECAMPS is received by the customer, the contract between RAPTURECAMPS and said customer becomes in effect. These general Terms and Conditions of RAPTURECAMPS are implicitly accepted from when the customer sends the booking request. As soon as payment is received the booking becomes concrete. If the customer fails to make the required payment in the allotted timeframe, the booking is simply cancelled.

### Making Bookings

Bookings of rooms, bungalows, surf shacks, villas, etc., are subject to availability. Unpaid reservations or those with unconfirmed or un-answered emails responding to inquiries or requests will be cancelled after one week. This provides the company with the time and opportunity to book the room with another customer. Bookings, reservations and requests are all subject to prices and conditions at the time of booking, as can be seen on RAPTURECAMPS websites (www.rapturecamps.com, www.surfcampinportugal.com, www.surfcampbali.com, www.surfcamptravel). If a booking is for the following season, the prices and services defined on the customer invoice apply even if they happen to differ from the prices and services described on the website. All optional details and extras requested by the guest regarding services, such as single vs. double room, surfing lessons, surfboard rental, etc., must be explicitly specified at the time of booking and are considered binding. All customers must be at least 18 years old to make a booking unless they have the expressed written consent of their parents. Teenagers may stay at RAPTURECAMPS if we receive their parents' consent in writing. Statement of health and physical fitness: By booking, clients confirm they are physically fit and without injuries or physical conditions that may affect or be affected by surfing and activities relating to surfing. Requirements include a good level of physical fitness and competent swimming skills. This is in order to maintain a certain standard of class for group surf lessons at RAPTURECAMPS and avoid other group members becoming dissatisfied due to the physical limitations of one student bringing down the level of instruction. If there is any doubt, potential customers should consult a doctor at their own expense.

## 2. INSURANCE AND TRAVEL DOCUMENTS

### Insurance

We at RAPTURECAMPS recommend that all customers purchase travel cancellation insurance. For a flat fee of €50, customers can choose to purchase travel insurance by ticking the box on the booking inquiry form. This is to cover the customer from any losses due to cancelling a booking in the incidence of injury, illness or other medical impairment that prohibits the customer from traveling or participating in booked travel activities. Travel insurance can only be claimed with proof in the form of a doctor's note. Furthermore, we recommend that all customers purchase travel medical insurance that covers transportation back to the patient's point of embarkation as well as on-site hospitalisation and treatment. These options are the full responsibility of the customer and it is important to note that some insurance companies or individual plans may not cover accidents that occur while surfing or practicing other sports. RAPTURECAMPS can only be held responsible in the instance of accidents resulting from faulty, inappropriate or insufficient equipment.

### Travel documents

All required travel documents — including visas and a passport that is valid for at least 8 months from your travel date and has enough blank pages for your visa, arrival and departure stamps. — are the sole responsibilities of guests.

## 3. PAYMENT CONDITIONS

### General

After the contract has been made firm and the return email with the invoice has been received (considered to be a booking confirmation) the customer must pay the invoice in accordance with the following stipulations:

### Invoices made out prior guests' arrival

Customers have 14 days after the invoice date to pay in full to the account stated on the invoice and without any deductions such as bank fees, etc. Invoices submitted 2 months before guests' arrival must be paid immediately into the account stated on the invoice. In the instance of delays in payment, RAPTURECAMPS has the full right to cancel the booking. In cases of cancelled bookings, RAPTURECAMPS will inform the customer via email.

### Invoices made out in Portugal

Invoices for guests staying at "Rapturecamps Portugal" for products bought and/or consumed at "Rapturecamps Portugal" (surf-guiding and surf-coaching, broken surf equipment, bar, restaurant, spa, etc.) and/or additional services (laundry service, tours, etc.) shall be paid weekly at reception on Friday at the latest, prior to check-out or at before 5 pm at the latest, in cash in local currency (EUR). RAPTURECAMPS will use a tentative currency conversion if paid in USD, but the company is not a money exchange establishment with up-to-date rates. Credit cards are also accepted with a surcharge of at least 3%.

## 4. PRICES AND SERVICES

All prices and services are subject to change, though whatever prices and services stated on the invoice and the booking confirmation connected to that invoice will be provided to the customer. Any additional agreements are to be confirmed in writing by RAPTURECAMPS. RAPTURECAMPS reserves the right to change prices without prior notice in the event of changing conditions (currency fluctuations, new government-mandated price regulations, altered or new fees from third party providers, etc.). RAPTURECAMPS also reserves the right to change services or offer, whether general or individually agreed upon, in extraordinary cases (e.g. force majeure, governmental regulations, delays of third parties, weather and oceanic conditions). Customers will be informed as soon as possible of any changes to any essential paragraph in their contract.

## 5. DISCLAIMER

### General

Participation in and at any services, arrangements and activities under the auspices of RAPTURECAMPS is entirely at the customer's own risk. Customers release, waive and hold the company, its offices, agents and/or employees unaccountable from all claims, losses, damages, commitments, expenses (including legal costs) during or in conjunction with their participation in activities conducted and organized by RAPTURECAMPS, arising from, but are not limited to, any injury, accident, illness, death, material damage or personal damage to the customer or to others. The customer indemnifies RAPTURECAMPS, its officers, agents and/or its employees against all claims, losses, damages or expenses that any one or more of his/her executors, administrators, heirs, next of kin, successors or assignees may have in conjunction with his/her participation in activities conducted and organized by RAPTURECAMPS, and against any costs including, legal fees, that may incur as a result of any such claims, losses damages or expenses, whether valid or not. RAPTURECAMPS cannot be held responsible for any disturbances or injuries (noise, bites, stings, rash, allergies, etc.) caused by animals. We have no control or influence over the natural world, neighbours, etc. The responsibility to inform RAPTURECAMPS of any chronic diseases, illnesses or special needs lies solely with the customer. Such information must be provided prior to the customer's departure in order to insure proper preparation in terms of accommodation and surfing-related activities. The customer fully accepts the risk of any such complications and will not hold RAPTURECAMPS liable for any health issues that may result from his/her chronic condition including omitting to inform us of its existence. Nor is RAPTURECAMPS responsible for any accidents or injuries that may result from the customer's physical activities, such as surfing, cycling, driving, walking, etc. Though RAPTURECAMPS can arrange the rental of cars or motorbikes for customers, please bear in mind that we are not the company that actually rents these vehicles. We cannot, therefore, be held responsible for any accident or injury resulting from the state, quality or operability of any such vehicle. Any feature included in a package booked with or by RAPTURECAMPS can only be availed of by the package holder. Any item or feature of a package, whether utilized or not, is strictly non-refundable. Customers are responsible for any damage inflicted on equipment belonging to RAPTURECAMPS, such as bedding, furniture, etc. Please note that coloured sun cream or temporary tattoos can stain bedding and towels, making them impossible to properly clean. RAPTURECAMPS is not responsible for any loss of property or theft on our property. Please store your valuables in the built in safety box located in your accommodation.

### Surfing

RAPTURECAMPS follows strict standards of safety. Employees regularly attend safety, first aid and surf life saving courses according to Australian or European Standards. All surf lessons are given by Australian/European-certified instructors. We provide trained surf instructors who carefully choose surf spots that match the surf level of participants, thereby maintaining a low accident and injury risk. That said, RAPTURECAMPS is not liable for any accidents or injuries that occurring during surfing and surfing-related activities. However, in the event of injury, customers are responsible for their own medical costs. Please refer to your medical travel insurance in order to familiarise yourself with any health-related issue that may arise on your trip. The majority of our surf packages include daily surf-guiding and/or surfing lessons held Monday through Saturday. If a customer would like additional lessons, held in the afternoons or on Sundays, they may book extra sessions when possible. Any surf session included in a package can only be availed of by the package holder and if unused, is strictly non-refundable. If a customer has not booked a surf package, but still wishes to participate in guided surfing or surfing lessons, they can upgrade their package or buy separate surf sessions. If the customer is not ready to leave for a surf spot at the scheduled departure time, the group may leave without him or her. In these cases the session will not be refunded. Please be ready on time for departure! The duration of a surfing session is 3 hours max in the water. If all participants become too tired before 3 hours, the session may end early, with the group returning home to "Rapturecamps Bali / Portugal". Transfers to surf spots are included in the fees for all surf sessions; surf-guiding or surfing lessons. The spots are chosen by the surf instructors who, according to their expertise familiarity with local conditions, select the locations best suited to the level of guests with least risk of safety hazards. If a guest has booked a standard surf package, but arrives or departs in the middle of an on-going surf guiding and surf-instruction week (Monday-Saturday), the features of the package are not extended or altered to benefit that one guest (for example, over Sunday). Surf packages, lessons and sessions may not be postponed, nor are they transferable to another person. RAPTURECAMPS offers no refunds for unused features specified in our packages. All activities are planned in advance and cannot be disrupted. Any damage to rented equipment (surfboards, etc.) or loss of property for RAPTURECAMPS is the responsibility of the customer when such property is in the use of the customer. To avoid liability for the replacement of equipment, surfboard insurance is available at an extra cost, which will be added to the customer's final bill. Prior to receiving a rental board, the customer must sign a statement affirming that he or she is aware of the board's condition. After signing, the board is the responsibility of the customer. RAPTURECAMPS is not responsible for poor surfing conditions. Even if surfing is deemed to be not possible after driving to a surf spot on a given day, it will still count as a "session". However, RAPTURECAMPS will make every endeavour to make sure that surf instruction or surf-related activities will take place at the proper spot at the proper time, spending as much time on as many good waves as possible. Nevertheless, there may be days where poor weather, dangerous conditions or low-quality waves make it difficult or impossible to surf. Unfortunately, we can neither control nor predict these factors. Surfing lessons or surf guiding therefore starts when we leave "Rapturecamps Bali / Portugal" and ends when we return to surfcamp HQ. Even when conditions are so poor as to make it impossible to surf, these events will be counted as "sessions". RAPTURECAMPS takes no responsibility for services that are provided by third parties. These include public or private transportation, public utilities, etc.

## 6. EXCLUSION OF PARTICIPATION

Participants must implicitly follow RAPTURECAMPS' staff instructions. If a customer fails to disclose physical and/or other health issues, disabilities or other factors that may make him or her unfit for surf-related activity, acts irresponsibly and/or causes disturbances that result in endangerment of the provision of service and/or the health or the image of other participants or the company, its reputation and its employees, that customer — after being warned by RAPTURECAMPS staff — can be excluded from the participation in any or all activities run by RAPTURECAMPS. In such cases, RAPTURECAMPS may terminate the contract without any further notice, with no refunds made. Any costs incurred by the actions of the customer are to be paid by the customer.

## 7. RISKS

Surfing holidays, like many adventure and sporting activities, especially water-based ones, include a certain degree of risk. Before participating in surfing, individual potential customers must decide — with the help of a doctor if necessary — whether their current level of physical fitness and health is adequate to engage in such strenuous physical activity. By entering into contract with RAPTURECAMPS, the customer consents cover all necessary (according to RAPTURECAMPS) costs for medical treatment in eventual cases of injury or illness due to accidents or chance and during a surfing lesson or surf guiding, trail riding, or related activity associated with RAPTURECAMPS. The customer also agrees to indemnify RAPTURECAMPS in case such treatment is necessary.

## 8. DATA USAGE AND PROTECTION

In the course of our surfing and leisure activities we may film or photograph you for use on our website or in promotional videos, etc. As the customer, you therefore agree that you may be photographed and/or filmed during your stay/in the course of activities and in connection with RAPTURECAMPS. You also consent to RAPTURECAMPS use of such photographs or recordings for promotional and/or advertising purposes and without additional prior consent. The customer furthermore agrees to allow his or her personal data to be used by RAPTURECAMPS for the purposes of marketing and market research. RAPTURECAMPS offers the assurance that all personal data is to be treated with confidence and will not be willingly transferred to any third parties except with the purpose of fulfilling your booking(s) and providing relevant service. At any point, the customer may terminate this agreement via email. In such a case, your personal data, images and/or footage will not be used for any of the above reasons.

## 9. PLACE OF JURISDICTION AND APPLICABLE LAW

The place of jurisdiction and applicable law is the legal residence of the company, RAPTURECAMPS ("Rapturecamps Bali / Portugal", respectively). Any legal claim against the RAPTURECAMPS shall be governed in all respects by and in accordance with the laws of Portugal.