

General Terms and Conditions

[AGB Swiss Snowsports](#)
(DE)

[CGV Swiss Snowsports](#)
(FR)

[CGC Swiss Snowsports](#)
(IT)

[GTC Swiss Snowsports](#)
(EN)

1 General provisions

The present General Terms and Conditions ("GTCs") of the Swiss Snowsports Association ("SSSA"), Arastrasse 6, CH-3048 Worblaufen, apply to all course bookings, membership applications and shop orders (including knowledge platform subscriptions) submitted by clients via the SSSA's website www.snowsports.ch.

Any differing terms and conditions of the client shall not apply. The SSSA's GTCs therefore also explicitly apply to cases in which the SSSA provides services despite being aware that the client has differing terms and conditions.

The SSSA reserves the right to amend the present GTCs at any time. The version of the GTCs that is valid at any given time is published at www.snowsports.ch/gtc-swiss-snowsports.

2 Courses

2.1 Registration

Clients must register online for courses offered by the SSSA and any supplementary services offered by the SSSA in connection with said courses (hotel bookings, skiing subscriptions, etc.) via www.snowsports.ch, providing accurate personal details and their correct email address. Registrations may not be submitted verbally, by telephone, or in writing (email or post).

Once a client has registered online, the SSSA shall send a confirmation email to the email address provided. If the confirmation email does not appear in the client's inbox, he/she should check his/her spam folder and/or contact the SSSA before the deadline for registration in order to ensure that registration was successful. The client is responsible for verifying the receipt and correctness of the confirmation email.

All registrations are binding and impose on clients an obligation to pay the course fees, including the costs of any supplementary services. The legal consequences of withdrawal / non-attendance / dropping out are governed by Sec. 2.6 below.

2.2 Deadline for registration and late registration

The SSSA must receive online registrations by 11:59:59 pm on the specified registration deadline. Any registrations received after that time shall be deemed late.

Late registrations for courses organised by the SSSA shall only be accepted if there are spaces available, subject to a fixed **surcharge** of **CHF 150.00** (for advanced training courses: CHF 50.00).

Late registrations shall not be accepted for courses not organised by the SSSA, unless the terms and conditions of the organisation in question provide otherwise (please refer to Sec. 2.11 in this regard).

2.3 Course fees and terms and conditions of payment

All prices shown on the SSSA website are in Swiss francs and include any value added tax (VAT).

The client shall be sent the invoice for the courses and any supplementary services by email after registering. Invoices can also be accessed directly via the my.snowsports.ch portal.

Invoices must be paid at least five days before the start date of the course, which is shown in the confirmation of registration, unless another due date is specified in the invoice.

Late payment and/or failure to pay the course fees shall automatically result in irrevocable, late withdrawal from the course. In this case, the client will not be entitled to participate in the course, and all other legal consequences shall be governed by the second bullet point of Sec. 2.6 below (owed cancellation costs amounting to 100% of the course fees, as well as the costs of any other supplementary services).

Unless otherwise explicitly stated, teaching materials/media and other documents are not covered by the course fees.

The client shall pay any bank charges or exchange rate differences associated with the transfer, and may be billed for such amounts by the SSSA.

2.4 Admission documents

The SSSA shall provide information on the admission documents that are required to attend a course in the course registration particulars.

The client must ensure that the SSSA receives said admission documents in full at least **five days prior to the start of the course**.

Late receipt / non-receipt of the admission documents shall automatically result in irrevocable, late withdrawal from the course. In this case, the client will not be entitled to participate in the course, and all other legal consequences shall be governed by the second bullet point of Sec. 2.6 below (owed cancellation costs amounting to 100% of the course fees, as well as the costs of any other supplementary services).

2.5 Course details and equipment

The course details shall be sent out to participants by email once the deadline for registration has passed.

Participants must provide all personal equipment. The course details specify what equipment is required.

Please refer to Sec. 2.3 for the costs of teaching materials/media and other documents.

2.6 Withdrawal / non-attendance / dropping out

Withdrawal prior to the deadline for registration:

Participants may withdraw from a course free of charge before the deadline for registration. For this to apply, the office of the SSSA must verifiably receive notice of withdrawal by email before the deadline for registration (education@snowsports.ch). The withdrawal shall not become valid until it has been confirmed by the SSSA.

Withdrawal after the deadline for registration:

When a participant withdraws from a course after the deadline for registration has passed, **cancellation costs amounting to 100% of the course fees** shall fall due for payment as of the date of withdrawal, irrespective of the reason for the withdrawal. Any course fees that have already been paid shall count

towards these costs. Notices of withdrawal must be sent by email to the office of the SSSA (education@snowsports.ch).

The costs for any **supplementary services** (hotel and/or skiing subscription costs etc.) booked via the SSSA shall still be **owed in full** unless the SSSA is able to cancel said supplementary services without incurring any costs.

Non-attendance / dropping out:

If participants drop out or fail to attend, for whatever reason, they shall still owe the course fees in full. The course fees shall not be reimbursed, in full or in part.

The provisions of the preceding bullet point apply mutatis mutandis to any supplementary services (hotel and/or skiing subscription costs etc.).

Please note: The SSSA recommends taking out personal insurance to cover the costs of cancellation. It is up to course participants to decide whether or not to take out this kind of insurance, and whether or not to file a claim. The SSSA shall provide the insurer with confirmation of the costs incurred if desired.

2.7 Execution/changes and cancellation by the SSSA

The details and locations of courses may change. Up-to-date information can be found at www.snowsports.ch. Affected clients shall be notified of changes directly. In such cases, the client may exercise his/her right of withdrawal without incurring any costs.

If fewer than six participants register for a course, the organisation running the course reserves the right to cancel said course. Affected clients shall be notified of changes directly. In such cases, the client may exercise his/her right of withdrawal without incurring any costs. All other claims are excluded.

2.8 Insurance/liability

Accident insurance

Participants attend courses at their own risk. The **SSSA accepts no liability for accidents**, injuries or harmful effects on health suffered by participants in connection with or on the occasion of their participation in a course.

Please note: The participants themselves are responsible for ensuring that they have **adequate accident insurance** that covers sporting activities.

Liability insurance

The **SSSA shall not be liable for damages** caused by participants to third parties or their property.

Please note: Participants must have **private liability insurance** that covers damages associated with leisure activities.

Exclusion of liability

The **SSSA excludes any liability for personal injury, damage to property or financial losses** incurred by course participants or third parties in connection with or on the occasion of participating in a course, unless it can be shown that SSSA and/or its auxiliaries acted with wilful intent or gross negligence.

Equipment and responsibility

Participants are responsible for keeping their equipment in a safe condition and only taking part in exercises that they are healthy and fit enough to cope with.

2.9 Ethics and code of conduct

By registering, all participants undertake to comply with the **implementing provisions for snow sports instructor training**, as well as the **examination regulations and instructions for the Federal Professional Examination for Snow Sports Instructors** and the **Statutes on Ethics in Swiss Sport** (www.swissolympic.ch). These provisions can be viewed at www.snowsports.ch, and constitute an **integral component of these GTCs**.

Violations of these provisions may result in **exclusion from the course** by the SSSA. **The legal consequences of exclusion from a course are based on the provisions governing withdrawal from a course in accordance with the third bullet point of Sec. 2.6.**

2.10 Appeals procedure

Participants may appeal against examination results if their legitimate interests are directly affected in their personal position. Recourse is excluded in all cases in which an examination is passed. The details are regulated by the implementing provisions for snow sports instructor training (www.snowsports.ch). Those implementing provisions constitute an integral component of the contract. Participants have seven days from the day on which they receive their examination result to submit an appeal. Appeals must be submitted in writing to the training commission (Swiss Snowsports, Arastrasse 6, 3048 Worblaufen), and must include the appellant's petitions and justification.

Costs of CHF 500.00 shall be billed in advance for the processing of an appeal. If the corresponding invoice is not paid on time, there shall be no response to the appeal.

If the invoice is paid on time, the training commission shall examine the specifics of the appeal and reach a definitive (non-contestable) decision within a suitable time frame.

For courses run by external organisations, those organisations' regulations shall apply exclusively (please refer to Sec. 2.11 below).

2.10.^{bis} General complaints

Questions, general suggestions and other issues are to be addressed in writing to the office of Swiss Snowsports, info@snowsports.ch.

2.11 Courses organised by external parties

For courses where **the SSSA is not** the organiser, for example advanced training courses organised by other institutions/associations, **those organisations' separate provisions shall apply** to the organisation and execution of the course, as well as communication and administration. The SSSA accepts no responsibility or liability whatsoever for the content, execution, organisation or financial administration of such courses.

For information only: The following provisions typically apply to courses organised by external parties, subject to the separate provisions of said organisations:

- The course organiser must receive registrations directly before the deadline for registration unless the SSSA offers a direct registration facility. In the case of registrations received after the deadline for registration (late registrations), the course organiser in question shall decide whether participation in the course is possible.
- The course organiser shall generally collect the course fees on site at the start of the course. The course organiser itself shall provide information on the exact procedure.
- The course organiser shall not provide any accommodation or subscriptions, which means that the participants themselves are responsible for organising these services.
- The details of the course shall be provided directly by the course organiser.
- Notice of withdrawal must be submitted in writing directly to the relevant course organiser, which shall determine the legal consequences of withdrawal.

3 Membership

Personal Swiss Snowsports memberships may only be applied for using the form on the SSSA's website: www.snowsports.ch/mitglied-werden. By submitting a membership application, the applicant accepts the provisions of the membership regulations that are current at that time. The membership regulations specify the rights and obligations of individual members and provide all other information on membership, and can be viewed at the following link: www.snowsports.ch/document/memberreglement-einzelmitglied.

4 Online shop

4.1 Prices/delivery

All prices stated in the online shop are non-binding, in Swiss francs, and include value added tax (VAT). The SSSA explicitly reserves the right to unilaterally change the prices in the online shop at any time.

Only the prices stated in connection with a specific order process shall be legally binding for the client and for the SSSA, including with respect to the shipping costs.

The SSSA shall not be bound by any erroneous information in the event that an error is made in the statement of a price or the description of goods.

Information provided in the online shop or as part of the order process regarding the delivery lead times for goods is non-binding, and may be changed by the SSSA at any time – even after an order has been placed. The non-binding information on delivery lead times is generally based on orders placed before 3:30 pm on weekdays. This information therefore does not apply to orders received by the SSSA at weekends, on public holidays, or on weekdays after 3:30 pm.

Goods shall be delivered to the address given by the client in the course of the ordering process.

4.2 Payment

The client may pay for his/her orders from the online shop by credit card (Visa or MasterCard) or using TWINT. In exceptional cases an invoice may also be issued, provided this is arranged in advance with the SSSA.

If the client chooses to pay using a *credit card*, the relevant amount shall be charged to said card once the order process has been completed. If the client revokes the order by returning the goods (please refer to Sec. 4.4 below), the corresponding amount shall be credited back to the credit card once the SSSA has received the goods.

4.3 Complaints about defects and warranty

The client must check ordered goods for any defects without delay following their delivery. The client must immediately (within three days of receiving the goods) submit a complaint to the SSSA, with substantiation, regarding any apparent defects. Complaints regarding defects that were not identifiable during the immediate, proper check by the client (hidden defects) must be submitted to the SSSA, with substantiation, without delay (within three days) following their discovery.

The SSSA offers a two (2)-year warranty for the absence of defects in the ordered goods. This two (2)-year warranty period commences as soon as the ordered goods are delivered to the client. During this time, all defects that fall under the warranty shall be remedied free of charge (provided a substantiated

complaint is submitted in good time) subject to the following conditions: The client's warranty claims shall be limited to the delivery of a replacement item or rectification, subject to the explicit exclusion of all other statutory claims such as abatement or conversion. The SSSA may decide whether to deliver a replacement item or rectify the existing one at its own discretion. In exceptional cases, the SSSA reserves the right to take back the purchased item and reimburse the purchase price.

All warranty claims shall be forfeited for damages resulting from the improper treatment or use of the goods.

Any liability on the part of the SSSA to pay compensation for any direct or indirect damages is also excluded.

4.4 Liability

To the extent permitted by law, the SSSA excludes liability for all direct and indirect damages as well as income lost as a result of using the online shop or in connection with the ordering of goods or conclusion of contracts via the online shop. The SSSA also excludes any liability due to slight or ordinary negligence. The SSSA also accepts no contractual or extracontractual liability for damages resulting from the provision of services by auxiliaries or from force majeure.

5 Knowledge platform subscriptions

5.1 Booking and processing of payments

Knowledge platform subscriptions can only be ordered online using the appropriate form. Orders submitted by email, telephone or some other means shall not be accepted.

Personal access to the snowhow.snowsports.ch knowledge platform shall only be granted once the entire order process, including payment, has been completed.

The provisions of Sec. 4.2 above apply mutatis mutandis to payments.

5.2 Validity and extension

Knowledge platform subscriptions are **valid for one (1) year from the date when the order is concluded in full**. After this period has passed, extending access shall be the sole responsibility of the client, and is effected by placing another order via the online system. The SSSA reserves the right to point out that the expiry date is approaching, but is under no obligation to do so.

5.3 Reimbursements and discounts

Once orders for knowledge platform subscriptions have been concluded in full, reimbursements and discounts shall be excluded – even if the client could apply for a discount shortly after the order is placed.

The SSSA may grant individual discounts on knowledge platform subscriptions at any time (without giving rise to any legal entitlement on the part of the client).

5.4 Content and responsibility

The SSSA reserves the right to edit, restrict or update content on the knowledge platform at any time.

The SSSA accepts no liability for the accuracy, completeness or usefulness of the platform's content.

5.5 Copyright and use

All content on the snowhow.snowsports.ch knowledge platform is protected by copyright and may not be copied, distributed, stored or used outside of the platform.

5.6 Personal access

The login details for the knowledge platform are person-specific. **Sharing login details with third parties is strictly prohibited.** Violating this provision may result in the **immediate revocation of access rights with no entitlement to reimbursement.** This does not apply to cases in which the SSSA has previously granted permission to the contrary in writing.

6 Data protection / images

Protecting personal data is important to the SSSA. Because of this, personal data is processed confidentially in accordance with the applicable data protection regulations.

Detailed information on the collection, processing and use of personal data can be found in the SSSA's **data protection regulations** at www.snowsports.ch/datenschutz

By using the services offered by the SSSA (e.g. course registration, membership, online shopping, teaching materials subscription), the client consents to the processing and storage of his/her data in accordance with the declared purposes. Personal data shall only be shared with third parties in accordance with statutory requirements or in order to provide the service in question (e.g. shipping or payment service providers).

The SSSA and its partner organisations (e.g. mountain railways) reserve the right to use images taken during courses for **marketing purposes**. By accepting the present GTCs, the client (also) accepts this purpose of use. The client may revoke his/her consent in this regard by sending an email to the office of the SSSA **before the course starts**.

7 Final provisions

If individual provisions of these GTCs are or become invalid or ineffective, or if there are any unforeseen loopholes in the GTCs, this shall not affect the validity of the other provisions or of the GTCs as a whole. Discretionary, statutory law shall apply in place of the invalid or missing provisions.

Ancillary covenants, as well as amendments of and additions to the GTCs, must be made in writing in order to be valid. Any amendments shall only be valid if they are accepted by being signed by both parties. The client may only assign rights and obligations under the present GTCs to third parties with the SSSA's prior consent in writing.

Any disputes arising from or in connection with the present General Terms and Conditions shall be governed exclusively by the laws of Switzerland, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention). **The place of jurisdiction is the location of the SSSA's registered office (currently: Worblaufen/BE, Switzerland).**

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