
ACTIVITY NORWAY

Terms & Conditions

LAST UPDATED: 23.04.2022

ACTIVITY NORWAY AS

Contents

Definitions:	3
Terms & Conditions	3
1. - Terms of Payment	4
2. - One Day and Multi Day Activity Packages	4
Alterations and Cancellations Terms by The Customer	4
3. - Cancelations and Refunds	5
4. - No Shows and Damages	5
4.1.-No Shows.....	5
4.2.-Damages	5
5. - Alterations and Cancellations by Activity Norway	6
6. - Requirements of Participation	7
Skills and Level of Physical Fitness	7
7. - Advance Preparations	7
Pick-up Location / Meeting Time	7
8. - Risk and Liability	8
9. - Insurance	8
10. - Privacy	9
10.1.-Information collection.....	9
10.2.-Information use in order to make a booking	9
10.3.-Sharing information	9
10.4.-Data access	10
10.5.-Data storage	10

Before you read the general Terms & Conditions and Privacy Policy, it is important for you to understand the following definitions.

Definitions:

- An activity is defined as an arrangement provided by the organizer which in this case is Activity Norway AS providing activities to clients through its portal: www.activitynorway.com, social media and/or by email.
- All activities or tours start at pick up time. The definition for this is Activity Start Time.
- The organizer is in what relates to this agreement, Activity Norway AS.
- The customer and/or guest refers to the person who purchases and/or will physically participate at any activity published at www.activitynorway.com, social media or by email confirmation. It also refers to the person – legal or physical – who is obligated to pay for an activity arranged by Activity Norway AS.
- One Day and/or Multi Days Activity Packages refers to a purchased activity or activities that involves a one-day tour package with one or several activities in it, and/or a Multi Day package of activities.
- A No Show is when the customer doesn't meet at the time or location scheduled for his or hers booked activity start time.
- Partners Institutions refers to third party associates to Activity Norway AS such as hotels, helicopter companies, bus companies, restaurants, freelancer guides, etc...

Terms & Conditions

These general terms and conditions is a contractual agreement between you as the customer who uses our services to purchase one or several tours and/or activities through our portal www.activitynorway.com and Activity Norway AS in respect of guided tours and any other tour or activity organized by Activity Norway AS and performed by its guides and/or involved partners institutions.

You must read this agreement before booking an activity or tour through us.

This contract agreement between you as the customer and Activity Norway AS as the organizer starts once Activity Norway AS has accepted a booking from a customer either by email or through the portal www.activitynorway.com. The customer acknowledges all terms and conditions and agrees with our Private Policy by paying the invoice from the offer received by e-mail (in case of email booking requests), or by simple booking from the portal www.activitynorway.com in which this agreement is well seen.

By booking an activity or tour, the customers acknowledge that they understand, agree and accept all terms and conditions stated in this document.

The customers also agree that Norwegian laws apply to this agreement, as well as all legal concerns between the customers and Activity Norway AS.

In addition to our general Terms & Conditions and Privacy Policy, Activity Norway AS reserves the right to make changes to all conditions and agreements.

1. - Terms of Payment

Payments for any activities and/or tours organized by Activity Norway AS must take place in advance. The customer can pay by credit card, by a direct bank transfer, vipps or cash. The payment details for credit card and direct bank transfers are found in our website www.activitynorway.com.

All prices included Norwegian VAT (MVA).

2. - One Day and Multi Day Activity Packages

Alterations and Cancellations Terms by The Customer

All reservations, amendments or cancellations are subject to a written reconfirmation by Activity Norway AS. The customer is fully responsible for providing the accurate and complete information related with any booking for a tour or activity through us.

- Alterations includes changes to dates, times, and numbers of participants on confirmed tours or activities.
- Alterations by the customer must be submitted by email at least 72 hours before the tour or activity start time.
- Any time or date alterations will be charged with a service fee of 350 NOK. Adding extra participants to your booking will induce normal additional costs according to the prices stated on our website and are free of extra service fees. Any unadvised reduction in number of participants or in the duration of the tour will not alter the already-calculated costs for the booked tour.
- During private tours or activities, if you arrive late to the scheduled pick-up time, the duration of the tour or activity will be reduced accordingly.

Note that alterations can be made only during private tours or activities. Tours or activity packages that are shared with other customers cannot suffer any alterations and will be considered as cancellations.

3. - Cancellations and Refunds

All cancellations must be received and acknowledged by Activity Norway by emailing to: info@activitynorway.com

- A 100% refund is only possible if the cancellation was sent within 72 hours before the tour or activity start time.
- Cancellations for activities or tours that involve a third party such as hotels, helicopter companies, bus companies, hotels, restaurants etc. will be charged according to their terms and conditions.
- A cancellation fee of 350 NOK per booking applies, to cover administration and transaction costs. Refunds will be transferred using the same payment method as the original payment performed by the customer.

4. - No Shows and Damages

4.1.-No Shows

During the booking process, the customer can choose between a list of pick-up locations sent by email from us, each of which have corresponding pick-up times. If any of the customers is not present and ready to depart at the scheduled pick-up time and location it will be considered a no show and the tour will continue without him, her or them and all chances to a refund will be lost. We pay No refunds to No Shows.

4.2.-Damages

Should the activity lead to damages, these are to be communicated immediately, in writing form, to the activity leader (i.e., activity provider), and these are to be confirmed in writing by the responsible leader. If a guest causes damage to equipment or other, the guest and the ordering party are jointly and severally responsible for compensating Activity Norway AS in an amount that corresponds to the repair costs or replacement, as well as any loss of income that occurs as a result of said damage.

5. - Alterations and Cancellations by Activity Norway

- After an activity has started, any change and/or early turn around / return is considered an alteration, not a cancellation.
- Alterations in our activity programs – prior and/or during the activity – by Activity Norway do not give you the right to cancel nor the right to claim full or partial refunds nor compensations.
- Unforeseeable circumstances and cases of force majeure, such as: natural catastrophes, unrest, strikes, the event of government actions or restrictions, road closures, accidents, technical defects, weather conditions, etc.
- If weather conditions represent a risk to personal safety, Activity Norway AS is entitled to cancel the activity. Activity Norway will do all it can to offer alternative arrangements if permitted.
- In case of cancellations, Activity Norway will offer the customer the following alternatives:
 - A rescheduling / rebooking of the activity – if possible
 - A credit / voucher towards an alternative activity (valid for hiking tours)
 - A full refund of all costs paid, minus possible cancellation, booking and transaction fees from involved partner institutions (booking software provider, credit card / bank companies, bus companies, hotels, restaurants etc.) for services already booked and paid. In times of international or national natural disasters, terror or war, which make it dangerous or impossible to travel to Norway and/or execute the activity safely, cancellations will not induce any refund.
- If any customer shows up for an activity without the necessary equipment, clothes, and water/food, described in each of our activity descriptions on our website and/or information sent to the customer by email prior to the tour or activity, Activity Norway has the full right to cancel the customers booking at the start time of the tour or activity and deny the customer's participation. In such a case, the customer agrees that no refund will be given by Activity Norway.
- A minimum number of participants are required for certain programs. The organizer reserves the right to withdraw from the contract also on short notice. If the fulfilment of a contract is not possible at another time or if the customer cannot take part in the

alternative services offered, any paid fees will be refunded minus charges for services rendered. Further damage claims are not possible.

6. - Requirements of Participation

Skills and Level of Physical Fitness

It is important that the customers are conscious about their own skills and physical levels and book an activity which won't exceed their limits. Based on the information presented on our website, it is the customers responsibility to determine whether they are physically fit and skilled to safely complete the chosen activity.

During the activity the guide can determine whether a customer lacks skills or is not physically fit to safely complete the activity. If such is the case, the guide has the right and duty to turn around at an early stage. The customer will not be eligible for a refund.

7. - Advance Preparations

Upon receiving a booking, Activity Norway will send the customer a tour information list as well as a letter document which contains important information and instructions regarding the tour or activity booked by the customer.

To be eligible for participation on Activity Norway's tour(s), the customer needs to arrive prepared, as described in the activity description at www.activitynorway.com and/or the information received from the email address info@activitynorway.com after booking an activity or tour.

If the customer shows up for an activity lacking the necessary equipment, clothes, and water/food, as described on our website and/or information sent to the customer by email, Activity Norway has the full right to cancel the customer's booking at the start of the activity. In such a case, the customer agrees that no refund will be given by Activity Norway.

Pick-up Location / Meeting Time

During the booking process, the customers will be informed about the pick-up locations, each of which have a corresponding pick-up time. This information will be sent by email after the requested booking is paid.

If the customer is not present and ready for pick-up/meeting when the pick-up/meeting time has passed, the activity will go on without the customer and no refund would be eligible: This scenario will be considered as a NO SHOW.

8. - Risk and Liability

In booking any of our activities, the customer accepts there is inherent risk involved in these activities. In booking any activity you confirm that you are fit enough to participate. Good health is necessary in order to take part in all activities. The customer is obligated to inform the organizer of any possible health problems. Under no circumstances may participants take part in the activities while under the influence of alcohol, drugs, psychiatric drugs or any similar substances. The customer is obliged to fulfill the conditions of participation and agree to strictly follow the instructions of the organizer, the guides, activity leader, and assistants. If the Conditions of Participation are not fulfilled or if instructions are disregarded, the organizer reserves the right to prohibit participation. Protective clothing & equipment described for the activity must be always worn during participation in the relevant activities. The customer agrees to follow instruction given by staff, knowing that failure to do so will increase risk and may contribute towards an accident. All activities are described as accurately as possible, however there may be changes in the exact arrangements on any given day.

Under no circumstances will Activity Norway be liable to the customer for any indirect, incidental, consequential, special or exemplary damages arising from any provision of this agreement or from the provision of any activities purchased through Activity Norway. Furthermore, the total liability of Activity Norway arising with respect to this agreement and the website www.activitynorway.com shall in no event exceed the total amounts paid by the customer to Activity Norway under this agreement.

9. - Insurance

The guest is not insured by the organizer. The guest is obliged to ensure that he/she has sufficient health and accident insurance coverage (including sport coverage). The customer is strongly encouraged to obtain suitable medical insurance prior to booking an activity.

Cancellations due to guest illness are perceived a risk to be covered by the guest, or their travel insurance. Such cancellations do not induce a refund.

The customer must carry proof of valid travel insurance, covering all registered participants of the booking and all activities and risks, as well as all geographic regions related to the customer's booked activities with Activity Norway for the total duration of the tour. Activity Norway may ask to present such proof prior to and during the activity.

10. - Privacy

10.1.-Information collection

We collect information from the customer when the customer contacts us through our contact form, email, phone, SMS, Facebook Messenger, Instagram, or any other way of communication. The customer may, however, visit our website anonymously. The customer may decline to share certain data with us, in which case we may not be able to provide to the customer all features and functionality of our website, activities, tours and/or customer service.

10.2.-Information use in order to make a booking

We need personally identifiable information, like customer's name, email address, mobile phone number, and gender. In order to execute activities safely, we need relevant information about the customer's health and hiking ability.

Any of the information we collect from the customer may further be used in one of the following ways:

- a) To operate our customer service (customer's information helps us to better respond to customer's questions and individual needs)
- b) To improve our website
- c) To generate general tour and guest statistics, used to improve our services. Statistic results will always be made anonymous before published and/or shared.

10.3.-Sharing information

(1) Personally identifiable information:

We will not rent or sell the customer's personally identifiable information to others. We may store personal information in locations outside the direct control of Activity Norway (for instance, on servers or databases co-located with hosting providers). Any personally identifiable information the customer elect to make publicly available on our website, such as posting comments or reviews, will be available to others. If the customer removes information that have made public on our website, copies may remain viewable in cached and archived pages of our website, or if other users have copied or saved that information.

(2) Non-personally Identifiable Information:

We share non-personally identifiable information (such as anonymous usage data, referring/exit pages and URLs, platform types, number of clicks, etc.) with third parties to help them understand the usage patterns for our website and services. Non-personally identifiable information may be stored indefinitely.

Data protection Activity Norway is concerned with protecting the customer's privacy and data, but we cannot ensure or warrant the security of any information customers transmit to Activity Norway or guarantee that the customer's information may not be accessed, disclosed, altered or destroyed by breach of any of our industry standard physical, technical or managerial safeguards. No method of transmission over the internet or method of electronic storage is 100% secure. Therefore, we cannot guarantee it's absolute security.

10.4.-Data access

Activity Norway AS respects the customer's privacy rights and provide reasonable access to the customer's personally identifiable information that him or she may have provided to us either by email or through our portal www.activitynorway.com . If customer wishes to access, update, correct or delete any data we hold about him or her, or to request that we delete any information about them, please contact us.

10.5.-Data storage

We only retain the personally identifiable information collected from customers if we need it to fulfill the purposes for which we have initially collected it, unless otherwise required by law. We will retain and use information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements as follows:

- Billing information is retained for a period of 7 years.
- Information on legal transactions between the customer and Activity Norway is retained for a period of 10 years.
- Data collected by third parties except as described in above sections concerning the customer's privacy, customer's information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without the customer's consent, other than for the express purpose of delivering the purchased product or service requested by the customer.
- Payments will be made through a secure environment. Activity Norway uses a third-party service to process the customer's credit card information and does not store credit card details.
- Activity Norway uses a third-party service to process all activity bookings.
- When third parties process a booking and credit card information, Activity Norway does not determine the means of collecting and use of any personally identifiable information. Therefore, when third parties process a booking and credit card information, Activity Norway is not acting in the capacity of data controller in terms of

the European Union's Directive 95/46/EC on data privacy or the European Data Protection Regulation and does not have the associated responsibilities under EU Law. In these cases, Activity Norway should be considered only as a processor on the customer's behalf.

- Activity Norway does not own, control or direct the use of any of the customer's data stored or processed by third parties necessary to process your booking and credit card details. Activity Norway is largely unaware of what data is being stored or made available by a third party, and does not directly access such data, except as necessary to provide services to the customer.
- The customer hereby agrees to hold Activity Norway harmless for any damages that may result should any personal information about he or she be released by any third parties. Activity Norway is not responsible of how third parties collect, handles, disclosures, distributes or otherwise processes such information.

General terms & Conditions and Privacy Policy – 23.04.2022

Copyright Activity Norway AS