

# TERMS AND CONDITIONS

The following terms and conditions are applied to all services (including but not limited to tours, accommodation, transfers and meals) offered and delivered during all seasons by Wild Nordic Finland (Villi Pohjola Oy), Unique Lapland and Unique Creations International Oy (hereinafter referred to as "Wild Nordic") in Rovaniemi, Levi, Nurmes, Tahko and any other area as agreed with Wild Nordic. The terms and conditions are binding when the reservation is made, if not agreed otherwise in writing. Wild Nordic is bound by the laws of Finland. All disputes and discords which may arise are to be settled according to the laws of Finland.

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## COMMERCIAL TERMS

### 1. SERVICES AND PRICES

The prices and the services offered and to be delivered by Wild Nordic under these Terms & Conditions are set out in the descriptions for each service. The given prices include VAT according to the Taxation Laws and Regulations of Finland. Wild Nordic reserves the right to adjust the prices in the event of any unforeseen increases in costs (including but not limited to increases in the amount of taxes, fuel prices, etc.) beyond the control of Wild Nordic.

### 2. RESERVATION TERMS FOR INDIVIDUAL TRAVELERS AND GROUPS

A reservation and its price are considered confirmed when the customer receives a written confirmation including an order number from Wild Nordic. Payment options will be presented in our web-shop or during the booking process on spot or over the email. All tours are for a minimum of 2 persons paying an adult price, unless mentioned otherwise. See more about payment terms in the next section.

### 3. PAYMENT AND CANCELLATION TERMS FOR INDIVIDUAL TRAVELERS AND GROUPS

For cancellation, Wild Nordic is to be contacted over the email at [info@wildnordic.fi](mailto:info@wildnordic.fi) with reference to the reservation order number provided by Wild Nordic. All cancellations shall be made during business days (Monday–Friday, 09.00–16.00 +2 GMT), minimum one day prior to the canceled service. Requested cancellations are subject to the written approval of Wild Nordic.

Each cancellation request is handled individually, also in case of several partial cancellations for the same order. The amount of cancellation fee for each type of service is set out below. The cancellation fee for each canceled service is counted separately. For no-show cases a 100% cancellation fee is charged. In case of cancellation due to sickness or COVID-19, the normal cancellation terms apply and customers are encouraged to have a personal travel insurance covering this type of costs.

#### **Tours and equipment rentals**

All tour and equipment rental reservations require a 100% prepayment to be confirmed. For the cancellation fee category of each tour (A, B or special), please refer to the tours on Wild Nordic website or official price lists.

#### Individual traveler

Category A: All equipment rentals, Wild Nordic snowmobile tours, snowmobile tours with arctic animals, nature and northern light tours, transfers:

- 4 or more days prior to the tour, a cancellation fee of 25.00 € is charged.
- 3–1 days prior to the tour, a cancellation fee of 50% of the amount payable for the canceled portion is charged.

– Less than 24 hours prior to the tour, a cancellation fee of 100% of the amount payable for the canceled portion is charged.

Category B: husky, reindeer and other supplier tours:

- 8 or more days prior to the tour, a cancellation fee of 25.00 € is charged.
- 7–0 days prior to the tour, a cancellation fee of 100% of the amount payable for the canceled portion is charged.

#### Groups (min. 10 adults) / private / tailored programs

Category A: Wild Nordic snowmobile, snowmobile tours with arctic animals, nature and northern light tours, and private/group transfers, outfit rentals:

- 30 or more days prior to the tour, a cancellation fee of 50.00 € is charged.
- 29–14 days prior to the tour, a cancellation fee of 50% of the amount payable for the canceled portion is charged.
- 13–0 days prior to the tour, a cancellation fee of 100% of the amount payable for the canceled portion is charged.
- Groups: a 10% deduction in the group size confirmed at the latest 30 days before the tour is accepted free of cancellation fees if confirmed in writing to Wild Nordic at the latest 2 days before the tour. The minimum group size of 10 adults applies.

Category B: husky, fishing, horse, reindeer and other partner tours:

- 30 or more days prior to the tour, a cancellation fee of 50.00 € is charged.
- 29–0 days prior to the tour, a cancellation fee of 100% of the amount payable for the canceled portion is charged.
- Groups: a 10% deduction in the group size confirmed at the latest 30 days before the tour is accepted free of cancellation fees if confirmed in writing to Wild Nordic at the latest 7 days before the tour. The minimum group size 10 adults applies.

#### Special cancellation terms

Dream of Joulukka:

- 15 or more days prior to the tour, a cancellation fee of 25.00 € is charged.
- 14–7 days prior to the tour, a cancellation fee of 50% of the amount payable for the cancelled portion is charged.
- 6–0 days prior to the tour, a cancellation fee of 100% of the amount payable for the cancelled portion is charged.

Private Meeting with Santa Claus during 15.12–08.01:

- 31 or more days prior to the tour, a cancellation fee of 25.00 € is charged.
- 30–16 days prior to the tour, a cancellation fee 50% of the amount payable for the cancelled portion is charged.
- 15–0 days prior to the tour, a cancellation fee 100% of the amount payable for the cancelled portion is charged.
- during other times the category B terms apply.

## **Wild Nordic Winter Travel Packages and tailor-made packages**

Terms of payment:

- 30% reservation fee is charged to confirm the reservation.
- 100% of the total is charged 30 days prior to arrival.
- Exception: all December reservations are charged 100% upon reservation.

Cancellation handling fees:

- 45 or more days prior to arrival, a handling fee of 50 € is charged.
- 44–21 days prior to arrival, the 30% reservation fee is charged as the cancellation fee.
- 20–7 days prior to arrival, a cancellation fee of 50% of the amount payable for the canceled portion is charged.
- 6–3 days prior to arrival, a cancellation fee of 75% of the amount payable for the cancelled portion is charged.
- Less than 3 days prior to arrival, a cancellation fee of 95% of the amount payable for the canceled portion is charged.

## **Arctic Expeditions**

Terms of payment:

- 100% of the total is charged 60 days prior to the tour.

Cancellation:

- more than 60 days prior to the tour, a cancellation fee of 50 € is charged.
- 60 to 30 days prior to the tour, a cancellation fee of 50% of the amount payable is charged.
- less than 30 prior to the tour or no show, a cancellation fee of 100% of the amount payable is charged.

## **4. CHANGES**

For any changes to the reservation, please inform Wild Nordic via email at [info@wildnordic.fi](mailto:info@wildnordic.fi) and refer to your booking number. All changes or alterations to be made to the reservation shall be made in writing within office hours in Finland. The requested changes are subject to the written approval of Wild Nordic. Any changes to reservations depend on availability. Any extra costs incurred for making the change will be charged to the customer. Cancellation of any tour, product or service included in a reservation will not be considered a change for purposes of this section and will be governed by the applicable cancellation terms.

## **5. PACKAGE TRAVEL DIRECTIVE**

If the combination of reserved services meets the standards of a travel package or a linked travel arrangement, as defined in the EU Directive 2015/2302, all EU rights related to travel packages shall be applied to the customer. As the organizer of the package, Wild Nordic is liable if something goes wrong, no matter who performs the travel services. Wild Nordic has taken out insolvency protection, which guarantees covers refunds and repatriation in case the organizer goes bankrupt. Wild Nordic's registration number is 2866/14/Mj.

[More information on the Package Travel Directive 2015/2302 and the traveler's rights.](#)

## 6. SERVICE LANGUAGE

Language used for guiding and during all services is English if not otherwise stated or agreed. Other languages are available on request basis with a possible supplement of 39 € per hour on weekdays and 55 € per hour on Sundays or bank holidays.

## 7. PHOTOS AND VIDEOS

Wild Nordic reserves the right to use any photograph/video taken at tours organized by Wild Nordic without the expressed written/oral permission of those included within the photograph/video. Wild Nordic may use the photograph/video in publications or other media material produced, used or contracted by the Wild Nordic including but not limited to: brochures, invitations, books, newspapers, magazines, television, websites, etc.

Any person desiring not to have their photo taken or distributed must contact [info@wildnordic.fi](mailto:info@wildnordic.fi) in writing of his/her intentions and include a photograph. Wild Nordic will use the photo for identification purposes and will hold it in confidence.

Any person or organization not affiliated with Wild Nordic may not use, copy, alter or modify Wild Nordic photographs, graphics, videography or other similar reproductions or recordings without the advance written permission of an authorized designee from Wild Nordic.

## GENERAL TERMS & CONDITIONS

### 1. RESPONSIBILITY OF THE CUSTOMER

The customer is responsible for doing the best to avoid the amount of damage. Wild Nordic is not responsible for an accident that has been caused by a slight negligence or customers own negligence. The customer is responsible for all the damages caused by their equipment, staff, performers or audience for Wild Nordic or to any third party that in accordance with the agreement is providing services together with Wild Nordic. The customer is under contract to follow the instructions given by the staff of Wild Nordic considering the venues, gear and equipment. The customer is responsible for following the timetable of the program. If the customer neglects this duty, Wild Nordic has the right to charge the expenses caused by the neglect.

Customers shall wait for their pick-up at the given meeting time and point notified by Wild Nordic. All the pick-up times are subject to a 15-minute difference depending on the other participants joining the tours. No refund of the tours will be made if the customer misses the pick-up services as a result of failing to wait at the designated meeting point. Wild Nordic has the right to charge reasonable expenses arising from such neglect to follow the timetable of the program.

If a participant wishes to end a Wild Nordic tour prematurely, Wild Nordic reserves the right to charge a fee of 79 € per hour (minimum charge 1 hour) to transport the participant and any equipment from the nearest accessible point back to the starting point of the tour.

## 2. RESPONSIBILITY OF THE OPERATOR

Liability for damages considering transportation is limited by the legislation of transportation (agreements valid in Finland or internationally). Wild Nordic is not responsible for damages caused by any insuperable or unforeseen reason that is out of Wild Nordic's control (for example, acts of war, natural disasters, infectious diseases, strikes and similar events). On the occurrence of such an event, Wild Nordic shall inform the customers immediately of this and shall act in a manner that minimizes the damages suffered by the affected customers.

The customer shall have the right to receive compensation for any direct damage caused to a customer, his/her goods or property. Compensation of damages may not exceed the actual loss and are available only for loss which is proven by the aggrieved party, or where the amount of damages cannot be established with a sufficient degree of certainty, assessed by the court or tribunal.

Wild Nordic shall not be liable for loss of profits or indirect, special, exemplary or punitive, or consequential damages. The claim for compensation with the proof of damage shall be provided by the customer to Wild Nordic in writing, within two weeks after the trip has ended. Wild Nordic shall not be responsible for any valuables of the customers left in the public area while participating in the activities.

Wild Nordic shall not be liable or assumed responsible for any claims, losses, damages, costs or other expenses arising out of inconvenience, loss of enjoyment, disappointment, distress or frustration, whether physical or mental.

## 3. LIABILITY

Wild Nordic shall exercise pro-activity, contingency, due diligence and appropriate health and safety measures in accordance with the laws and regulations of Finland and Finnish standards of recommended practices of program services at all times when delivering offered services under these terms and conditions.

Wild Nordic and its subsidiaries and their respective employees, affiliates, officers, directors, successors, representatives, and assigns shall not be held liable for any loss or damage due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof, or by acts of God, strikes, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause(s) beyond their control.

### Liability Insurance

Wild Nordic has a General Third Party Liability Insurance for bodily injury and property damage according to the terms and conditions of OP Insurance Ltd.

### Motor Liability Insurance

All the coaches or other motorized transport vehicles used in traffic in Finland must have valid Motor Liability Insurance. The valid Motor Liability Insurance of the vehicle that caused the accident shall cover compensation for damages or injury resulting from a road accident.

The procedure and the base for the damage compensation of the insured event shall derive from relevant Finnish acts and regulations, valid on the date of the insured event to happen. Wild Nordic shall ensure all vehicles and coaches used shall have valid and current license and traffic insurance.

Compensation rates shall be in accordance with laws and regulations of Finland and orders of the Finnish authorities. Damages for property are by law limited to a maximum of 3,300,000 €.

If an injured party has intentionally or out of gross negligence caused his/her own injury, the injured party shall not be entitled to compensation. Activities outside from motorized vehicles are not included within the scope of traffic insurance and therefore personal travel insurance is highly recommended. The Parties agree hereby to stick to the relevant legislative acts of Finland that may provide additional limitations subject to compensation assumptions etc. EU and EEA and Swiss citizens, who have an European Health Insurance Card, are entitled to medical services in Finland while visiting here, which will be provided in accordance with the legislation of Finland.

The customer agrees to indemnify and hold harmless Wild Nordic, its officers and employees from and against liability for any indirect loss and costs arising from any negligent act or omission or from any breach of the Terms and Conditions.

### Self-liability

All snowmobiles used on tours are insured as required by Finnish law and the coverage is subject to the above-mentioned Motor Liability Insurance terms and conditions. Tour participants are held liable for damages caused to snowmobiles. The participant is held liable for a liability flat rate charge of 900 € per person in case of accident.

For snowmobile tours of 4 hours or less in duration, the participant may purchase an insurance from Wild Nordic for 15 € (subject to change as advised by Wild Nordic), then the liability flat rate charge of the participant shall be reduced to 150 € per person.

The driver of the snowmobile must be at least 18 years of age and in possession of a valid driver's license. He/she must present a driver's license or a photo or copy of it before the snowmobile tour and keep it with him/her during the whole snowmobile tour. Finnish law prohibits driving a snowmobile under the influence of alcohol or drugs. Wild Nordic reserves the right to change the route and duration of all excursions due to the prevailing weather and snow conditions or in consideration of the safety and comfort of the participants.

Wild Nordic reserves the right to discontinue the tour if a participant is seen as a potential danger to him/herself or to others or is in poor health.

#### 4. OTHER INJURIES

Wild Nordic shall only be held liable for personal injuries or material damage arising from accidents that have happened during the delivery of the offered services and which are caused by negligence of Wild Nordic or its employees or subcontractors or by the provision of faulty equipment. Wild Nordic is not liable for any accidental damage or injury which has to be indemnified under the travel insurance of a customer. Personal travel insurance is always highly recommended.

The customer shall acknowledge that adventure tours and the products and services offered by Wild Nordic may involve a significant amount of risk to customer's health and safety. The customer shall acknowledge that he/she has considered any potential risks to health and safety and assumed responsibility for all such risks.

Program services e.g. snowmobile and husky tours can be physically demanding and the participants may be exposed to different kinds of physical strain. In case the customer is having any illnesses or disabilities (for instance heart disease, asthma, diabetes, epilepsy, back or hip problems) that could affect his/her ability to take part in the services, or if she is pregnant, she/he should prior to participating any services consult medical experts about her/his ability to participate in the service in question. Should the customer have any illnesses or disability of this nature, he/she acknowledges that he/she participates in the service at his/her own risk.

The customer may be required to sign a form on the day of tour as required by Wild Nordic to acknowledge his/her understanding of the risks to certain activities.

##### Pregnant women

Pregnant women should not ride on the snowmobile or the sledge pulled by the snowmobile as the vibrations and exhaust fumes may be harmful to the human body. If the program requires special arrangement (e.g. additional transport), Wild Nordic shall not be responsible for the possible extra costs. Failure to inform Wild Nordic of the pregnancy shall release Wild Nordic from any liability to the pregnant customer.

Wild Nordic reserves the right to deny anyone participation in any aspect of a tour at any time where Wild Nordic determines in its reasonable discretion that person's physical or mental condition renders him/her unfit for using Wild Nordic products or services or that the participation would represent a danger to him/herself or others.

#### 5. ANIMALS

All animals used in the services (reindeers, horses and huskies) are trained to ensure they are suitable for the activity. However, behavior of animals can never be fully predicted and therefore, in order to reduce risks, safety rules and other instructions have to be obeyed by the customers.



## 6. NORTHERN LIGHTS

Northern lights are a natural occurrence and Wild Nordic does not guarantee the level of activity, vibrancy or color of the northern lights on the day of the tours.

## 8. GUIDING

All our guides have undertaken our own training program and are highly qualified. Snowmobile tours begin with a driving lesson during which the participants are briefed on technique and safety rules. Guidance is provided in English, other languages are available on request basis at an additional cost.

## 9. SEVERABILITY

If any part, term or provision of these terms and conditions is partly or wholly held invalid, illegal or unenforceable, the validity or enforceability of other provisions, extent part and remainder of these terms and conditions shall remain in full force and effect.

## 10. APPLICABLE LAW AND JURISDICTION

These terms and conditions shall be governed by and construed in accordance with the Finnish Law. The Finnish Courts shall have the exclusive jurisdiction to settle any dispute, controversy or claim related to such a demand. The District Court of Lapland (in Finnish: Lapin Käräjäoikeus), placed in Rovaniemi, shall be the court of first instance.

## 11. FORCE MAJEURE

Neither party shall be held liable for any default, damage or loss due to a force majeure or similar event (including but not limited to war, strike, weather, insufficient accumulation of snow, or other natural conditions etc.) causing one Party to be unable to operate normally. If a force majeure event arises, one party shall immediately notify the other party in writing thereof, and shall keep the other party fully informed of the continuance of the force majeure event and of any relevant change of circumstances whilst such force majeure event continues. When a force majeure event arises, parties shall take all reasonable steps available to it to minimize the effects of the force majeure event on the performance of their obligations under this contractual relationship.

## 12. COVID-19 AND TRAVEL RESTRICTIONS DUE TO THE WORLDWIDE PANDEMIC OR LOCAL EPIDEMIC

The customer is not entitled to deviating from following the normal cancellation terms when cancelling the reservation based on any restrictions placed by Finland as the destination country or by the departure country due to the pandemic or epidemic at the time of travel, whether the situation affects the customer or the final consumer. The international or national travel restrictions do not form a force majeure situation, as the effects are foreseen by all parties.

When making a reservation for accommodation or tours, the customer acknowledges that in the above-mentioned situation the reservation and cancellation terms set by Wild Nordic are followed. The terms and conditions also apply when the customer or the final consumer do not make it to the destination due to flight or other transportation cancellations or schedule changes, which are possible due to the pandemic or epidemic situation. As the possibilities to these scenarios are foreseen, they don't form a force majeure situation.

### 13. INDIVIDUAL TRAVELER RESERVATIONS & COVID-19

#### **Individual reservations**

A traveler inside the reservation has a confirmed COVID-19 or a similar pandemic infection before arrival:

– Normal cancellation terms are followed.

– In case of a travel package or a linked travel arrangement, the EU Directive 2015/2302 is followed. A cancellation handling fee is charged from the customer, following our terms and conditions. More information on the Package Travel Directive 2015/2302 and the traveler's rights.

Border closure in the destination or the departure country

– Normal cancellation terms are followed. Services can be postponed depending on the availability.

– In case of a travel package or a linked travel arrangement, the EU Directive 2015/2302 is followed. A cancellation handling fee is charged from the customer, following our terms and conditions.

Infection at the destination

– Normal cancellation terms are followed.

#### **Group reservations**

A traveler inside the reservation gets sick with COVID-19 before arrival at the destination

– If a person in the group has a confirmed COVID-19 or a similar pandemic infection 30 days or more prior to the arrival to the destination, the normal cancellation terms and conditions apply.

– If a person in the group has a confirmed COVID-19 or a similar pandemic infection less than 30 days prior to the arrival, normal group deduction rules apply. If more than 10 % of the confirmed pax number has a confirmed COVID 19 or a similar pandemic infection, Wild Nordic will offer postponing the reservation to a later date. Otherwise the normal cancellation terms are followed.

Border closure in the destination or the departure country

– Normal cancellation terms are followed. Services can be postponed depending on the availability.

Infection at the destination

– Normal cancellation terms are followed.

### **Terms and conditions for postponing services due to COVID-19**

– Payment must be made in full as per our usual payment terms, based on the original date of travel.

– Postponement is possible until the end of March the following year, based on the availability.

– Customers will be liable for any additional costs levied by the suppliers of services between the original and new date of travel (for example, the increase in accommodation or activity cost).

– Any postponement will apply to the entire reservation and all travelers.

– As a second option, if the original package/activity cannot be postponed by the customer or Wild Nordic, the customer can use the money as credit for another activity or service (used before the end of March the following year), if the customer wishes.