

**TERMS AND CONDITIONS  
TRAVEL PROFESSIONALS  
SANTA CLAUS SECRET FOREST – PROSANTA LTD**

These terms and conditions apply to private and group program reservations in Santa Claus Secret Forest delivered by ProSanta Ltd to travel professionals and their end customers.

We want to make your booking process easy and fast. Please take a moment to read our terms and conditions. Upon confirming your booking for one of the Santa Claus Secret Forest Bookings, it is assumed that you have read, fully understood, and accepted the terms and conditions described below.

If you have any questions, please do not hesitate to ask our sales team member that has been helping you so far or through the contact details below.

**1 ELIGIBILITY**

The customer must be at least 18 years old, be legally authorized to enter into contractual obligations at the time of booking, have the requisite consent or authority to act for or on behalf of any persons included in a booking.

The customer must also ensure and hereby confirms that the details provided for all parties to the booking are full and accurate, that all parties agree to be bound by these Terms and Conditions and that the customer has the authority to accept and does accept these Terms and Conditions on behalf of all customers in the booking.

Customer undertakes to fulfil the obligations contained within these Terms and Conditions. Customer should save and/or print a copy of these Terms and Conditions for future reference when making a booking.

**2 AVAILABILITY**

All experiences, activities, packages and offer based programs are subject to availability and not guaranteed by ProSanta Ltd until 100% payment of the service fee has been received by ProSanta Ltd. ProSanta Ltd will send a written confirmation in a clear form to the customer. Many programs and activities offered by ProSanta Ltd or its suppliers have limited capacity and availability.

ProSanta Ltd reserves the right to choose its suppliers to carry out part of the services.

**3 BOOKING CONFIRMATION AND PAYMENT SCHEDULE: FITS AND GROUPS**

The reservation is confirmed upon the receipt of the first deposit of 20% of the total amount of services ordered. The second deposit of 80% of the total amount of services ordered is due 30 days prior to the commencement of the program.

Services ordered on the premises of Santa Claus Secret Forest by the customer are to be paid in full prior to departure from these premises unless post-invoicing has been agreed between the parties prior to the commencement of the program. The payment deadline for such invoice is maximum of 14 days.

ProSanta Ltd reserves the right to release all venues and obligations, which has not been paid in accordance with the payment schedule.

Proforma invoices will be issued for each payment. Payments must be submitted by a bank transfer or link payment.

All payments must be made to the ProSanta Ltd IBAN account appointed by ProSanta Ltd.

#### **4 SPECIAL INFORMATION**

Any preferences, and special requests of the participants such as medial needs, diet, requirements relating to disabilities, rooming lists and clothing sizes must be informed to ProSanta Ltd at least fourteen (14) days before the date of arrival. ProSanta Ltd will meet the requests, if possible, with reasonable costs and efforts.

For the safety of all participants, any illness, such as epilepsy, panic attacks etc., which could affect the participant in unexpected circumstances should be announced at the time of the booking or at the latest 48 hours before the start of the program to ProSanta Ltd.

##### **4.1 Participants**

The minimum number of participants for a group program is four (4) people, out of which two (2) must be adults (over 18 years old). For customized activities and private programs, the minimum participant is one (1) adult.

Information required for the booking is the lead customer's full name, number of adults and number of children, ages of the children, nationality, mobile phone number or similar contact, hotel name, special diets or allergies and any information deemed relevant by the guest for health or safety reasons.

ProSanta Ltd reserves the right to refuse any person from participating or continuing to participate in any program if, in ProSanta Ltd's opinion or in the opinion of relative authority, the person has symptoms of an infectious disease (COVID-19 for example) or behaves in a way to cause or be likely to cause danger, hazard, anxiety or inconvenience to other participants, the ProSanta Ltd or the suppliers. No refunds will be made to such participant and ProSanta Ltd shall not be liable for expenses incurred as a result of the termination of the services in such case.

##### **4.2 Language**

The language of all our programs and activities is English. Upon special request, ProSanta Ltd shall have a right but no obligation to provide the program in your desired language.

#### **4.3 Information**

All information detailed in customer itineraries/offers/pricelists are based on the latest information available.

#### **4.4 Transportation**

The mode of transportation in the program used will be dependent on the number of customers and the route based on the specifications of the chosen program. Every effort is made to ensure that transportation is smooth, but ProSanta Ltd shall take no liability for poor road conditions.

Pick up and return transfers are included in the service fees for customers staying in SantaPark Arctic World accommodation, or other hotels within 10 kilometers from SantaPark Arctic World.

Pick up and drop off location should be the same.

The program shall commence at the pick-up location at pick-up time. Both are informed in the confirmation email sent out by ProSanta Ltd. In order to avoid delays and to respect each participant's quality of the experience with us, we request each participant to be ready to depart from the location at the allotted time.

Note that no luggage can be taken on to any of the Santa Claus Secret Forest programs.

#### **4.5 Data Protection**

Customer's data is processed according to the EU General Data Protection Regulation (GDPR) and applicable Finnish legislation by each involved party.

Our Privacy Policy can be viewed at: <https://santaclaussecretforest.com/privacy-policy-2/>

#### **4.6 Inspections**

ProSanta Ltd company presentations and inspection of the premises are free of charge for travel professionals. For ProSanta Ltd activities and meals we offer a 50% discount. The discount will be credited in the first final invoice of the booking to follow.

#### **4.7 Free policy**

##### **4.7.1 Programs and transfers**

Participation in ProSanta Ltd program for the reasonable number of guides, drivers or other customer company representatives is free of charge when this personnel is required for the implementation of the program and assists ProSanta Ltd personnel.

Transportation of the customer personnel to the premises of the program can be organized but is not guaranteed by ProSanta Ltd. Additional fees might apply.

#### **4.7.2 Meals**

For fifteen (15) paying guests (adults and children over 3 y.o. and older) - 1 free client company representative (the 16th guest). Maximum - 3 free customer company representatives / group. In cases where the group is less than fifteen (15) paying persons, we offer 50% discount from the meal price for maximum one (1) customer company representative.

#### **5 INSURANCE**

Customers are strongly advised to obtain comprehensive travel, accident and trip cancellation insurance before coming to Lapland. It is further understood that remoteness of the area, type of activity and prevailing weather conditions may cause damage of clothes and equipment as well as minor inconveniences.

Customers will be charged directly by the relevant service providers for any emergency services they may require. Please kindly take notice that ambulance in Finland only provides transportation in life and death situations and in case of minor injuries, the customer will need to arrange and pay a transportation to the emergency room him/herself.

#### **6 SERVICE FEES**

ProSanta Ltd charges service fees in consideration for the use of the ProSanta Ltd services. Any applicable service fees will be displayed to the customer prior to booking the service. Service fees of every program includes value added tax (VAT) according to the tax legislation and regulations of Finland.

##### **6.1 Surcharge**

ProSanta Ltd reserves the right to charge a fixed surcharge fee for invoicing EUR 9 and a 5% service charge calculated based on the service fee of the program in case of payment with credit cards without a link payment. Both are fully paid by the customers.

##### **6.2 Changes in pricing**

Prices on the website or pricelist separately quoted to customers are subject to change without prior notice and are not guaranteed until confirmed in writing by representative of ProSanta Ltd to the customer at booking.

After the confirmation of the service fees, ProSanta Ltd reserves the right to change the service fees in case of unforeseen increases in costs (including but not limited to taxes, fuel prices, currency changes etc.) beyond the control of ProSanta Ltd. ProSanta Ltd will however make every effort to minimize any increases. All raises in the services due to increases in costs shall be notified to customer at least 20 days prior to the commencement of the service.

##### **6.3 Refunds**

No refunds will be made for any unused services, late arrival or no-show of any participants of the activity.

## **7 CHANGES BY THE CUSTOMER**

### **7.1 Changes requested by customer**

In the event that you wish to amend your confirmed reservation in any way, ProSanta Ltd will make the preferred amendment if possible and confirm accordingly. ProSanta Ltd reserves the right to additional charges according to the amendments which will be added to the total invoice.

The customer has the right to make changes to customer details on their booking to another person as long as the other person satisfies the terms and conditions of services.

Amendment inquiry shall be made no later than one (1) business day (24 hours) prior to the commencement of the program. All amendment inquiries can be made within office hours in Finland (Monday-Friday, 8:00 – 16:00) and are subject to written approval from ProSanta Ltd.

### **7.2 Delays**

In the event of customer's amendments in scheduling of the reservation inquired later than one (1) day (24h) before the beginning of the program or in the event of the customers failing to inquire the amendment accordingly which results in delaying or lengthening the duration of the program, ProSanta Ltd reserves the right to charge an added amendment fee minimum of EUR 250 per hour in addition to the total service fee of the program, if ProSanta Ltd is able to make such amendments in scheduling. In case the program cannot be carried out due to customers failing to inquire changes in the reservation, the customer is not entitled to a refund.

### **7.3 Right of cancellation by ProSanta Ltd in terms with changes by the customer**

In the event of amendments in schedule of the reservation which the customer has failed to inquire in accordance with these terms and conditions, ProSanta Ltd reserves the right to cancel the program without right of refund.

## **8 CANCELLATION**

Customer can cancel a confirmed booking at any time pursuant to the cancellation policy. For cancellations, please inform ProSanta Ltd via email. A reference to your booking number or last name that is marked in your confirmation email is needed.

Cancellation can be made within office hours in Finland (Monday-Friday, 8:00 – 16:00).

The receipt thereof must be acknowledged by ProSanta Ltd via email.

### **8.1 Standard Cancellation Policy**

#### **8.1.1 FITs (1-10 participants)**

Our cancellation policy in case of a total or partial cancellation of the booking or move of the booking by the customer:

- (i) More than 14 days prior to the program - 100% of the payment will be refunded to the customer
- (ii) 14 – 7 days prior to the program - 50% from the total amount will be refunded to the customer
- (iii) 6 days or less prior to the program – no refund

If the cancellation of the reservation by the customer is due to unavoidable and extraordinary circumstances occurring at the place where the services are provided or its immediate vicinity, the total price of the services shall be refunded to the customer, but no additional compensation. Please see terms of COVID-19 related cancellations below.

### **8.1.2 Groups (11 and more participants)**

Our cancellation policy in case of a total or partial cancellation of the booking or move of the booking by the customer:

- (i) More than 70 days prior to the program - 100% of the payment will be refunded to the customer
- (ii) 69 – 30 days prior to the program - 80% from the total amount will be refunded to the customer
- (iii) 29 days or less prior to the program – no refund

If the cancellation of the reservation by the customer is due to unavoidable and extraordinary circumstances occurring at the place where the services are provided or its immediate vicinity, the total price of the services shall be refunded to the customer, but no additional compensation. Please see terms of COVID-19 related cancellations below.

### **8.2 COVID-19 related cancellation policy**

Cancellation and rescheduling terms of bookings are always assessed based on the valid official restrictions and instructions by the relevant Authorities. The customer is responsible to familiarize himself with such official restrictions and instructions of COVID-19 by the relevant Authorities before making the booking.

ProSanta Ltd may require relevant documentation and official proof e.g. travel documents / flight tickets/ medical document.

#### **8.2.1 The booking can be rescheduled without extra charges or cancelled and refunded if:**

- (i) the borders of the departure country/town/region of the customer are closed by the government at the time of your departure which would prevent the travelling.
- (ii) the Finnish borders or relevant towns/regions are closed by the Finnish government which would prevent the travelling.

- (iii) there are quarantine procedures in place in Finland or in the country of the departure of the customer at the time of departure / arrival date which would prevent the travelling.

**8.2.2 We will not rearrange/postpone/refund free of charge if:**

- (i) if the customer was aware or should have been aware of the above-mentioned (8.2.1.) circumstances or official restrictions and instructions by the relevant authorities when the services were booked or if the customer could have reasonably avoided the outcome of such circumstances, for example, by taking a COVID-19 test.
- (ii) the customer voluntarily decides not to travel out of fear of COVID-19.
- (iii) the customer is not capable to travel for being diagnosed with COVID-19 or any other medical condition. Compensations in these cases must be claimed from personal travel insurance, if available.
- (iv) services provided and booked by other service providers than ProSanta Ltd.
- (v) if the transportation of the travel is cancelled or rescheduled.
- (vi) cancellations made in breach of these terms and conditions

Please notice that all reservations will be considered as no-show reservations and will be charged accordingly unless information and documents requested by ProSanta Ltd has been sent to ProSanta Ltd at least forty eight (48) hours prior to arrival and approved by ProSanta Ltd.

If the rescheduling of the booking would include changes in the content of the booked services, ProSanta Ltd is entitled to change the content of the booked services and charge the costs of such changes from the customer.

In all other cases Standard Cancellation Policy is followed.

Please notice that ProSanta Ltd withholds all rights for changes in timetables or service content. ProSanta Ltd holds the right to cancel or rearrange the service due to the COVID-19 restrictions issued by the officials until forty eight (48) hours before the service date.

**8.3 Changes and cancellation by ProSanta Ltd:**

ProSanta Ltd withholds the right:

- (i) to change the timetables / contents / duration of the Services due to weather conditions or similar reasons beyond its control.
- (ii) to make any other type of changes to the terms of the service which it provides which can be considered to have a minor significance in the services.
- (iii) to cancel the services in case of lack of appropriate amount of customer reservations. Such cancellation must be communicated to the customer

min 14 days prior to the scheduled arrival. In such case, the total price of the services shall be refunded to the customer, but the customer is not entitled to compensation for expenses directly related to the services, which are rendered unnecessary due to the cancellation (e.g. obtaining a visa or an access passage).

- (iv) to cancel any service in case of an unavoidable and extraordinary circumstances prevailing. In such case ProSanta Ltd aims to provide the Customer information on cancellation without delay and provide the customer a full refund, but no additional compensation.
- (v) to terminate a customer's contract if the customer fails to pay for all or part of their services by the agreed due date.

If ProSanta Ltd must make significant changes to the content of the services, it shall notify the customer thereof in writing specifying the nature of the changes and whether or not the change entitles the customer to a price reduction. If after such a notification concerning a change by ProSanta Ltd the customer does not notify ProSanta Ltd of cancellation of services within a reasonable period, the customer is deemed to have accepted the change in the services. If as a result of a cancellation by the customer, ProSanta Ltd offers a similar corresponding service as compensation, the price and detailed information on the content of the corresponding service shall be included.

## **9**

### **LIABILITY OF CUSTOMER**

Customer acknowledges and agrees that:

- (i) Customer has reasonably assessed the risks involved in the service(s) and has made an informed and voluntary choice to participate.
- (ii) Customer alone is responsible for determining your fitness for participating in the service(s) and customer's ability to fully understand any directions or warnings presented.
- (iii) Customer will not participate in any service(s) when customer has a physical, medical, or mental limitation or disability, or when customer is aware or should reasonably be aware of any factors that may limit or prevent customer from safely participating in that service(s).
- (iv) Customer will act reasonably and responsibly and will comply with any provided and customary conditions, directions, and/or pre-cautions for participation in the service(s). If customer notice any hazard during service, customer will stop participating in the service immediately.
- (v) It is the responsibility of the customers to take proper medial and practical precautions regarding health and safety.
- (vi) The customer is liable for any damage they cause intentionally or through negligence to ProSanta Ltd or third parties



## **10 LIABILITY OF PROSANTA**

ProSanta Ltd is responsible for ensuring that the service delivers what has been agreed with the customer.

### **10.1 Limitation of Liability**

ProSanta Ltd shall exercise pro-activity, contingency, due diligence and appropriate health and safety measures in accordance with the laws and regulations of Finland and the Finnish standards of recommended practices of for Services at all times when delivering offered Services under these Terms and Conditions. ProSanta Ltd has a general third-party liability insurance for bodily injury and property damage according to these Terms and Conditions. Where the liability of ProSanta Ltd is not based on a personal injury or result of a willful act or act of gross negligence, the liability of ProSanta Ltd is limited to three times the total price of the Services.

### **10.2 Other injuries**

ProSanta Oy may 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 ProSanta Oy or its employees or sub-contractors or by the provision of faulty equipment. ProSanta Oy is not liable for any accidental damage or injury which must be indemnified under the travel insurance of a customer. Personal travel insurance is always highly recommended, especially for any exceptional situations.

Services can be physically demanding, and the participants may be exposed to vibrations. If the customer has any type of health problems, including but not limited to, heart disease, back problems or similar, or if the customer is pregnant, she/he should contact medical experts prior the participation in the Services to ensure whether or not the customer is considered by medical experts to be able to participate. It is the responsibility of the customer to consult ProSanta Oy prior to the commencement of the Services whether he/she is capable to participate due to health or similar issues. ProSanta Oy is entitled to deny a customer's participation for any Services due to health reasons or other issues related to customer's and other participants' safety and /or well-being.

### **10.3 Force Majeure**

ProSanta Ltd cannot be held liable for any losses resulting from unavoidable and extraordinary circumstances (Force Majeure) that are beyond the ProSanta Ltd's control and the consequences of which could not have been avoided even if all reasonable steps had been taken. Such unavoidable and extraordinary circumstances include, for example, orders by the authorities, airspace restrictions, war, other serious security issues, such as terrorism, serious unrest, significant risks to human health, such as pandemic, epidemic and an outbreak of a serious disease at the destination or quarantines related thereof, or natural disasters such as flooding, earthquakes or weather conditions that make travelling to the destination in a safe manner impossible or that otherwise significantly impede running the trip as agreed. Such circumstances also include interruptions in the supply of essential services, such as electricity or water, due to a natural disaster or workers' strikes, for example.

## **11 COMPLAINTS**

ProSanta Ltd shall try to ensure that it exceeds the expectations in every area of the experience arrangement. However, suggestions are very much appreciated to keep improving the quality of the service.

All comments and complaints related to the equipment and condition of the services must be presented immediately when the grounds for complaint occur and directly to ProSanta Ltd through the same channel that the booking was made. If the customer has not been in contact with ProSanta within a reasonable time after the delivery of the Services, the customer loses the right to any compensation unless ProSanta has acted wilfully or out of gross negligence

Please, do not place your complaints directly on the location to the employees in magical roles, except if the complaint can be resolved and corrected on location.

## **12 INTELLECTUAL PROPERTY RIGHTS**

ProSanta Ltd reserves the right to use visual material (e.g. photographs or videos) taken during the program, organized by ProSanta Ltd or its suppliers as permitted by the applicable legislation. ProSanta Ltd shall inquire prior consent to use its photographs and/or videos from customers identifiable in the visual material. ProSanta Ltd may use the visual material in publications and promotional materials including but not limited to brochures, invitations, offers, books, newspapers magazines, television, social media, and website.

If any customer at any time wishes to withdraw his consent for the use of images where he/she is identifiable, they may do so by sending their statement and their portrait that would identify them on the image to ProSanta Ltd. Abiding the regulations of data protection and privacy, ProSanta Ltd is no longer allowed to distribute the image.

Any person or organization not affiliated or subcontracted by ProSanta Ltd cannot use, copy, alter or modify ProSanta's photographs, graphics, videos, recordings or other without prior written consent of ProSanta Ltd.

## **13 APPLICABLE LAW AND DISPUTE RESOLUTION**

These terms and conditions are governed by the laws of Finland.

The Finnish Courts shall have the exclusive jurisdiction to settle any dispute, controversy or claim related to the Services provided under these Terms of Service. The District Court having jurisdiction at ProSanta Oy's domicile shall be the court of first instance.

## **14 SEVERABILITY**

If any part, term or provision of these Terms and Conditions are 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.

**15 CHANGES TO THESE TERMS AND CONDITIONS**

These Terms and Conditions can be changed by ProSanta Ltd at any time without prior notice, although such changes will not apply to bookings that have already been accepted by ProSanta Ltd. It is therefore essential that all customers read, save and/or print a copy of the Terms and Conditions at the time the booking is placed, to be aware of the provisions in force.

**16 SANTA CLAUS SECRET FOREST AND SANTAPARK ARCTIC WORLD**

Santa Claus Secret Forest is a trading name of ProSanta Ltd. ProSanta Ltd is registered in Finland. License 6921/11/MJ. Registered Office: ProSanta Ltd, Luolakuja, 96910, Rovaniemi, Finland. VAT Number 20631555.

Note: SantaPark Arctic World is a brand name of ProSanta Ltd and SantaPark Ltd.

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**PROSANTA LTD**

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