

RULES OF THE ST. MORITZ TOBOGGANING CLUB

VERSION DATED: [XXX]

1. Definitions and Interpretation

1.1 Capitalised terms in these Rules shall have the following meanings:

Active Member	means a Candidate admitted to the Club in the Active Member class as one of the following: Full Member, Life Member, Honorary Full Member or Honorary Life Member;
Applicable Law	means in respect of a person, all laws, statutes, regulations, directions, guidelines and codes of conduct of any governmental or other regulatory body of competent jurisdiction, and any orders of any court or other tribunal of competent jurisdiction which are applicable to the performance by that person of his/her respective obligations or the exercise by that person of his/her respective rights;
Application Form	means the application form to be submitted by each Candidate seeking Membership in accordance with these Rules and in the manner prescribed by the Board from time to time;
Annual Subscription	means the sum payable by a Member on election and thereafter annually on or around 1 October of each year;
Appointed Officer	means a member appointed to the role of appointed officer to the Committee as set out in Rule 10;
Articles	means the articles of association of the Company, and "Article" shall be construed accordingly;
Board	means the appointed board of directors of the Company from time to time;
Cancellation Right	shall have the meaning given at Rule 5.19;
Candidate	means any person that submits an Application Form in accordance these Rules;
Club	shall have the meaning given at Rule 2.1;
Committee	means the committee of the Club from time to time;
Company	shall have the meaning given at Rule 2.1;
Conditional Offer	shall have the meaning given at Rule 5.16;
Cresta Run	means the Cresta Run toboggan track located in the winter sports town of St. Moritz;
Data Protection Legislation	means the applicable laws and regulations relating to the Processing of Personal Data or privacy in the jurisdictions relevant to the parties from time to time, including direct marketing laws;
Director	means a person appointed to the office of director of the Company from time to time;
Entrance Fee	means the one-off sum payable by a Member upon admission to the Club;
Full Member	means a Candidate admitted to the Club as a Full Member with the rights and privileges set out in Rule 5.7;
Guarantor	means a fully paid up guarantor of the Company registered in the Register of Members;
Honorary Full Member	means a Candidate admitted to the Club as a Honorary Full Member with the rights and privileges set out in Rule 5.9;
Honorary Life Member	means a Candidate admitted to the Club as a Honorary Life Member with the rights and privileges set out in Rule 5.9;
Honorary Officer	means a Member appointed to the role of honorary officer on the Committee as set out in Rule 10;
Life Member	means a Candidate admitted to the Club as a Life Member with the rights and privileges set out in Rule 5.8;

Member	means any Candidate who is admitted to the membership of the Club as an Active Member or Non-Active Member in accordance with these Rules and whose name is entered into the Register of Members;
Member Officer	means a member appointed to the role of member officer to the Committee as set out in Rule 10;
Membership Fees	means together the Entrance Fee, Annual Subscription and any other sums payable to the Club from time to time;
Membership Category	means the categories of membership of the Club from time to time as set out in Rule 5.4;
Non-Active Life Member	means a Candidate admitted to the Club in the Non-Active Life Member class with the rights and privileges set out in Rule 5.8;
Personal Data	means any information relating to an identified or identifiable natural person (an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person) and any other information considered to be 'personal data', 'personal information' or 'personally identifiable information' under applicable Data Protection Legislation;
President	means the position of President of the Club, as elected at the AGM of the Club;
Processes	means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction and " Processing " shall be construed accordingly;
Register of Members	means the register of members of the Company, containing the particulars of each of the Guarantors from time to time;
Riding Season	means the period in each calendar year during which Members may participate in the Cresta Run, as notified by the Secretary to the Members by 1 November in the calendar year immediately preceding each season;
Rules	means these rules of the St. Moritz Tobogganing Club, as amended from time to time;
Secretary	means the secretary of the Club from time to time as appointed by the Board;
Subscription Period	means, in relation to each Member, the period from commencement of his membership to the point at which such membership is due to renew or expire (whichever is earlier);
Honorary Treasurer	means the position of Honorary Treasurer of the Club, as elected at the AGM of the Club; and
Vice President	means the position of Vice President of the Club, as elected at the AGM of the Club.

1.2 In these Rules, unless the context otherwise requires:

- (a) Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise;
- (b) Any reference to the masculine gender includes the feminine and neuter genders, and vice versa;
- (c) The singular includes the plural and conversely;
- (d) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;
- (e) A reference to a Rule is to the relevant rule of these Rules;

- (f) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it, and all regulations and statutory instruments issued under it;
- (g) The words 'includes', 'including' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (h) A reference to 'writing' or 'written' or similar terms includes by email unless otherwise indicated.

2. Name and status

- 2.1 This club shall be called the St. Moritz Tobogganing Club (the "**Club**"). The Club operates through St. Moritz Tobogganing Club Limited, a company limited by guarantee incorporated in England with registration number 12519149 (the "**Company**"). The Club has no distinct legal personality from the Company and all obligations of the Club are obligations of the Company.
- 2.2 These Rules were adopted by the Members on [insert] and may be amended in accordance with Rule 16.
- 2.3 Each Member acknowledges and agrees that the Club is organised by the Members and for the benefit of the Members, and that these Rules form part of the terms and conditions of Membership that each Member is required to enter into with the Company. These Rules regulate the affairs of the Club between: (i) the Company and each Member; and (ii) the Members between themselves in their capacity as Members.
- 2.4 Each Member acknowledges that they are a member of the Club and undertakes to comply with these Rules and with the decisions taken pursuant to and in application or enforcement of these Rules, including decisions of the Board.
- 2.5 Each Member agrees that he shall not act (or omit to act) in a manner that is detrimental to the name and reputation of the Club and/or the Company and (without prejudice to the foregoing) shall not make any defamatory or derogatory statements about, or take part in any activities that are or might reasonably be perceived to be, derogatory of or detrimental to the reputation of the Club and/or the Company.
- 2.6 In the event of any ambiguity or conflict arising between these Rules and the Articles, the terms of these Rules shall prevail as between the Members and each Member shall procure the amendment of the Articles as necessary to permit the Club and its affairs to be administered in accordance with these Rules. Without prejudice to the foregoing, the Club will not be bound by any provision of these Rules to the extent that it would constitute an unlawful fetter on any statutory power of the Company.

3. Objects

- 3.1 Without prejudice to the generality of the stated objects of the Company, the objects of the Club are to, inter alia:
 - (a) provide Members with an opportunity to participate in tobogganing races and practice sessions on the Cresta Run;
 - (b) enter into commercial agreements with, or on behalf of, the Members;
 - (c) own and/or hold real estate and/or intellectual property on behalf of the Company and/or the Members; and
 - (d) encourage and promote tobogganing generally; and
 - (e) organize, manage, control, direct, and administer all other matters in order to ensure the proper functioning of the Club.

4. Compliance with Applicable Law

- 4.1 The Club has a responsibility to comply with all Applicable Law. In the event that Applicable Law requires the Club to act, or to refrain from acting, in relation to any matter then any such act or omission on behalf of the Club shall be deemed to be authorised under these Rules.
- 4.2 In the event of any conflict between Applicable Law and any Rule, Applicable Law shall

prevail.

5. Membership

- 5.1 Members acknowledge that Membership of the Club is conditional on being a Guarantor of the Company. In the event that a Member ceases to be a Guarantor of the Company then such individual shall automatically cease to be a Member in accordance with Rule 6.2.
- 5.2 Membership of the Club confers the benefits set out in these Rules but grants no rights to any Member in relation to Club premises owned or operated by, or affiliated with, the Company.
- 5.3 All rights conferred on a Member by the Club are personal to that Member and the Member shall under no circumstances gift, sell, assign or offer any such rights to any third party.

Membership Categories

- 5.4 Membership of the Club comprises of the following categories (the "**Membership Categories**"):
- (a) Active Members, which shall include:
 - i. Full Members;
 - ii. Life Members;
 - iii. Honorary Full Members; and
 - iv. Honorary Life Members,
 - (b) Non-Active Life Members; and
 - (c) such other category or categories of non-voting temporary member as the Board may from time to time decide. The rights, duties and subscriptions of each such category of temporary membership shall be as determined by the Board, and no such member shall have any right save as is expressly determined by the Board.
- 5.5 Membership shall be limited to such numbers, in total and in each category, as the Board may from time to time decide. Full details of the Membership Categories, including the rights and benefits attaching to each Membership Category and the Membership Fees payable, may be obtained from the Secretary. The Membership Fees shall be determined and set by the Board (in its absolute discretion) each year.
- 5.6 The Board may in its absolute discretion introduce new classes of Membership and/or amend the eligibility criteria, rights, privileges and obligations of the existing Membership Categories. In the event that any such change adversely affects the existing rights of a Member during such Member's current Subscription Period, then that Member shall have the right to terminate his/her Membership and receive a pro rata refund (i.e. an amount equal to a proportion of the Annual Subscription Fee prepaid for the remaining period of the Subscription Period). For the avoidance of doubt, the Board may, but is under no obligation to, provide a Life Member with a refund of a proportion of the amount paid pursuant to Rule 5.8(c) in the event that such Life Member elects to terminate in accordance with this Rule 5.6.

Full Members

- 5.7 Full Members shall comprise such persons as having been proposed and seconded by an Active Member shall be elected at a Board Meeting held after the end of the Riding Season.

Application forms for Membership in a season must be submitted to the Secretary before the last day of riding on the Cresta Run in that season. The Entrance Fee and Annual Subscription payable by Full Members shall be fixed by the Board from time to time.

Life Members

- 5.8
- (a) Active Life Members shall comprise such Full Members who, having applied to the Board as in Rule 5.10, and save that the proposer and seconder must be Life Members, are elected as such.
 - (b) Non-Active Life Members shall comprise such persons who, having applied to the Board as in Rule 5.10, are elected as such.
 - (c) Active Life and Non-Active Life Members shall pay on election such lump sum, in lieu

of Entrance Fee and Annual Subscription, as the Board may from time to time determine.

Honorary Members

- 5.9 Honorary Members shall comprise such persons as may be elected by the Board as such either "honoris causa" or for any other reason at the Board's discretion. Honorary Members shall not be required to pay an Entrance Fee, Annual Subscription or any other Membership fees.

Application for Membership

- 5.10 Any person shall be eligible to apply to become a Member, provided that the Candidate:
- (a) is aged 18 years or over on 1 December in the year in which the Application Form is submitted to the Board; and
 - (b) completes the Application Form in the manner prescribed by the Board,
- 5.11 Any person who has been expelled from the Club in accordance with Rule 6.2 may not be a Candidate.
- 5.12 Each Candidate shall be required to provide the Board with the information prescribed in the Application Form, and any other supporting information required under these Rules and / or requested by the Board from time to time.

Admission of Members

- 5.13 Following receipt of a Candidate's Application Form by the Board, all Directors will be provided with written notice of such application and a copy of the Application Form.
- 5.14 The Directors (or a sub-committee of the Board appointed in accordance with Rule 11(c)) will review the application and the Board will convene to vote on applications at such times as the Board see fit.
- 5.15 The Board will inform the Candidate in writing of its decision. The Board is not required to give any reason for rejecting or accepting a Candidate.
- 5.16 In the event that the Board approves of a Candidate, he will be admitted as a Member conditional upon delivery to the Board of:
- (a) the Entrance Fee and any other fees or expenses required by the Board;
 - (b) a completed direct debit form, where possible, in relation to Annual Subscriptions; and
 - (c) any other information requested by the Board, including such information as required to register as a Guarantor of the Company and any documents as required by the Board in this regard,
- (the "**Conditional Offer**").
- 5.17 If the Candidate does not comply with the conditions set out under Rule 5.16 within the time prescribed by the Board, the Candidate's Conditional Offer shall be cancelled, unless the Board determines otherwise in its absolute discretion. For the avoidance of doubt, the Board reserves the right to withdraw the Conditional Offer at any time during that period.
- 5.18 On complying with the conditions set out under Rule 5.16, the Candidate will be entered onto the Register of Members as a Guarantor of the Company and will be entitled to all applicable privileges and benefits as set out in the Rules with immediate effect.

Cancellation Right of Members

- 5.19 Following approval by the Board pursuant to Rule 5.16, a Member reserves the right to cancel their Membership at any time within the period of 14 days commencing on the later of: (a) the date on which the Member pays the Entrance Fee (if any); or (b) the date on which the Member is notified by the Club that they have been admitted as a Member, the "**Cancellation Right**".

- 5.20 In order to exercise his Cancellation Right, a Member must inform the Board of his decision to cancel by making a clear statement (e.g. a letter sent by post or email) within the 14 day period set out under Article 5.19. The Member may use the following model cancellation form but is not required to do so: =

Model Cancellation Form
To: [St. Moritz Tobogganing Club Limited], with registration number [12519149t] at [10 Queen Street Place, London EC4R 1AG]
E-mail address: [mail@cresta-run.com]
I/We(*) hereby give notice that I/We(*) cancel from my/our (*) contract for the provision of the following service [insert Membership details],
Ordered on(*) / received on(*):
Name of Member(s):
Address of Member(s):
Signature of Member(s) (only if this form is notified on paper):
Date:
(*) Please delete if not applicable

- 5.21 The Board will send an acknowledgement of receipt of a Member's notice to cancel by email. The Club will reimburse to the Member any Membership Fees paid by the Member to the Club prior to exercise of his Cancellation Right.

Automatic Renewal of Membership

- 5.22 Unless a Member resigns in accordance with Rule 6.1 or his Membership is otherwise terminated under these Rules, his Membership shall renew automatically on an annual basis and such Member shall be required to pay any Membership Fees in connection with such renewal (including the Annual Subscription). At least one month prior to the date of a Member's automatic renewal, the Secretary shall notify the Member of the Annual Subscription amount due for the forthcoming year.

6. Cessation of Membership

Resignation of a Member

- 6.1 A Member may at any time, by giving one month's notice in writing to the Board, resign as a Member. The resignation of the Member will become effective upon expiry of the one month notice period and that Member's name shall be removed from the Register.

Misconduct of a Member

- 6.2 Without prejudice to Rule 6.3, if any Member:
- (d) fails, for a period exceeding 24 months, to pay his Annual Subscription or any other sum due from him to the Club and demanded in writing to such Member from, or on behalf of, the Board;

- (e) is in breach of any Rule or Article;
- (f) ceases to be a Guarantor;
- (g) is convicted of any offence leading to imprisonment;
- (h) becomes bankrupt or insolvent; and/or
- (i) is guilty of any act or omission which, in the reasonable opinion of the Board, may be prejudicial to the interests and / or reputation of the Club,

the Board reserves the right to suspend and/or expel such Member from the Club with immediate effect.

Other Grounds for Cessation of Membership

6.3 A Member shall automatically cease to be a Member in the event that he:

- (a) dies; and/or
- (b) becomes of unsound mind in the reasonable opinion of a certified medical practitioner.

Consequences of Cessation of Membership

6.4 In the event that an individual ceases to be a Member in accordance with Rule 6 (howsoever arising), he shall no longer be entitled to any Membership benefits and that Member shall cease to be a Guarantor with immediate effect in accordance with the Articles. Under such circumstances, the Member will execute all documents and do all things required to give effect to the cessation of Membership.

Appeals on Cessation of Membership

- 6.5 In the event that an individual ceases to be a Member in accordance with Rule 6.2 or 6.3, he shall be entitled to appeal such decision by notifying the Secretary in writing within 14 days of the date of cessation of Membership.
- 6.6 In lodging an appeal under Rule 6.5, the Member is required to set out the grounds for their appeal in writing.
- 6.7 The Secretary shall be responsible for answering all enquiries and all handling complaints from Members, including referring any appeals made pursuant to Rule 6.5 to the Board for consideration.
- 6.8 Upon receiving the request of appeal, the Board shall issue written acknowledgement to the Member. The Member will then be invited to attend a meeting regarding the appeal and given an opportunity to present his case. The Member that submits the appeal must prove, on the balance of probabilities, that the Board did not have the grounds for terminating his Membership. The Board shall ensure that the appeal is dealt with impartially and heard, wherever possible, by a member of the Board (or duly appointed representative thereof) who was not previously involved in the matter. The Member will be notified of the result of the appeal in writing within 30 days upon receiving the written acknowledgement of the written appeal. The Member need not be provided with reasons for any decision taken. The decision is final and binding and cannot be appealed.

7. Use of the Cresta Run

7.1 The Club shall use reasonable endeavours to ensure that Members have access to the Cresta Run. The Members acknowledge that the Cresta Run is operated by the [St Moritz Tobogganing Club AG] and that use of the Cresta Run by each Member must be in accordance with the rules set out by the [St Moritz Tobogganing Club AG] from time to time.

8. Communication

8.1 Communication with Members will be made by, or on behalf of, the Board the email address or postal address provided to the Company as part of the Register of Members. A Member may contact the Club by writing to the Board at the postal address of the Company or such other postal or email address notified to the Members from time to time.

8.2 Each Member shall at all times keep confidential all information relating to the business or

affairs of the Club and/or the Company that might fairly be considered of a confidential nature, including, in respect of either the Club or the Company, all information relating to the business and affairs, financing, management techniques, price estimating and accounting procedures, project management, commercial arrangements and all trade secrets (the "**Confidential Information**").

8.3 Rule 8.2 shall not apply in relation to:

- (a) any Confidential Information that is in the public domain (other than as a result of a Member's failure to comply with Rule 8.2); or
- (b) any use of disclosure required by a Member under Applicable Law.

9. General Meetings

- (a) An Annual General Meeting shall usually be held in St. Moritz usually during the Riding Season to elect the President, the Honorary Treasurer, Member Officers, Vice-Presidents of the Committee and one member of the Board (not including the President or the Honorary Treasurer) standing for re-election pursuant to Rule 11(e)), to receive reports from the Secretary and Honorary Treasurer and to consider any other business which the Board and or Members may think fit to raise. It shall be at the discretion of the Chairman of the Meeting whether a proposal arising from any other business shall be put to the Annual General Meeting, postponed for a further General Meeting or decided by postal and/or electronic ballot.
- (b) All general meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.
- (c) At least 21 days' notice shall be given to all Members of every General Meeting, but the non-receipt of such notice by any Member shall not invalidate any resolution passed or proceedings held at any General Meeting.
- (d) The Board, through the Secretary, shall have power to convene an Extraordinary General Meeting at any time on giving the requisite notice to the Members. In addition, an Extraordinary General Meeting shall be convened by the Secretary on request by not less than 20 Active Members, stating the business for which the meeting is called. No matters shall be considered except the business so stated.
- (e) No business shall be transacted at a General Meeting unless a quorum be present. To constitute a quorum at a General Meeting there shall be present at least 20 Active Members, including not less than three of the Members appointed to the Board as set out in Rule 10,
- (f) The President, or in his absence a member of the Board nominated by the President (or in default of such nomination appointed by the members of the Board present at the meeting), shall be the Chairman of a General Meeting.
- (g) Every Active Member at a General Meeting shall be entitled to one vote for each resolution. Non-Active Life Members shall not be entitled to vote on any resolution unless the Board shall have decided that such resolution particularly affects them.
- (h) Should an issue before a General Meeting be, in the opinion of the Chairman of the Meeting, of such a controversial nature as to warrant the consideration of all Members of the Club then the Chairman may defer decision on that issue and call for a postal and/or electronic ballot.
- (i) No motion, other than a motion to appoint members of the Board under Rule 10, shall be passed unless there is in its favour a majority of at least two-thirds of those present and voting 'For' or 'Against' the motion (or of those voting in a postal and/or electronic ballot).

10. Board Composition

- 10.1 The Board shall consist of the President, the Honorary Treasurer and not less than three Members, with each being appointed a Director.
- 10.2 The Committee will consist of the President, the Honorary Treasurer, the Honorary Life President, if any, all past Presidents, Honorary Vice Presidents, if any, Vice-Presidents, at least four elected Member Officers and any number of Appointed Officers as determined by the Board from time to time. The Committee shall meet at such times and consider such matters as directed by the Board from time to time, and shall at all times report promptly and

fully to the Board on such meetings. If requested by the Board, the Committee and the Board will hold joint advisory meetings which may take place preceding or succeeding Board meetings, or at such other times and places as determined by the Board.

10.3 Member Officers

- (a) Each Member Officer shall hold office from the 1st June following the Annual General Meeting at which he was appointed until the following 31st May.
- (b) No person shall be eligible to be appointed as a Member Officer unless, not less than seven days before the time scheduled for the Annual General Meeting, there shall have been given to the Secretary by two Members entitled to vote notice in writing of their intention to propose and second such person and also a letter signed by the person to be proposed signifying his willingness to be appointed.
- (c) All persons are eligible for re-election save that no person shall be eligible for the office of Vice-President or Member Officer if he has been appointed to the Board at each of the five immediately preceding Annual General Meetings.
- (d) For election purposes, every Active Member shall have as many votes as there are vacancies, but shall not give more than one vote to any candidate. Those candidates who, being equal to the number of vacancies, receive the largest number of votes shall be deemed to be selected and in the case of an equality of votes the Chairman of the Meeting shall have a casting vote.

10.4 Appointed Officers

Appointed Officers shall be nominated by the Board and shall hold office from such date as may be decided upon their appointment until the following 31st May.

10.5 Honorary Officers

- (a) The Board may by unanimous vote appoint a Member to be the Honorary Life President.
- (b) The Board may, upon the proposal of the President, appoint a Member to be an Honorary Vice-President. At no time shall there be more than five Honorary Vice-Presidents.
- (c) Every appointment as an Honorary Vice-President shall terminate on the expiry of five years from such appointment, but the Member may be re-appointed.

11. Board

- (a) The Board shall be responsible for the management of the Club and shall have the power to make decisions on all matters, except for any matter(s) expressly reserved for the Members including any alterations to these Rules pursuant to Rule 16. The Board shall meet from time to time on reasonable notice having been given in accordance with the Articles. No business shall be transacted at any Board meeting unless a quorum be present. To constitute a quorum at any Board meeting there shall be present at least three Directors.
- (b) The President, or in his absence a member of the Board nominated by the President, shall be the Chairman of each Board meeting.
- (c) The Board may form such sub-committees as it deems necessary for the effective management of the Club and may delegate to any sub-committee or to the Secretary such of its powers as it thinks fit. These sub-committees will be responsible to the Board.
- (d) The Club shall maintain industry standard directors' and officers' liability insurance for the benefit of the Directors, past and present, and will indemnify each Director to the fullest extent permitted by Applicable Law for any costs, expenses, damages and other liabilities that he incurs as a result of actions taken (or omitted to be taken) in good faith by that Director in his capacity as such.
- (e) At each Annual General Meeting, a maximum of one Director (not including the President or the Honorary Treasurer) shall be proposed for re-election by rotation.

12. Club Colours

The Club Colours may be awarded to such Members as the Board may select having due regard to their skill as riders or to their services to the Club. Members awarded their Club Colours will be

entitled to wear the Club Colours Tie.

13. Data Protection

In relation to any Personal Data shared by a Member with the Club, the Club shall at all times process such Personal Data in accordance with the Club's privacy policy which can be found [here](#).

14. Financial Reporting

The Board will keep true and accurate accounting records of all of the operations of the Club in accordance with the requirements of Applicable Law. Members and/or their duly authorized representatives shall be entitled to inspect such records if authorized by the Board or required under Applicable Law.

15. Liability

- 15.1 In the event that the Company fails to comply with these Rules, the Company shall be responsible for loss or damage suffered by a Member that is a foreseeable result of the Company's breach of these Rules or by the Company's negligence, but the Company is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the Company's breach or if it was contemplated by the Member and the Company at the time that the Member agreed to these Rules.
- 15.2 Subject to Rule 15.3, where the Company is liable to a Member under Rule 15.1, the Company's liability to that Member whether in contract (including arising under any indemnity), tort (including negligence) or for breach of statutory duty shall not exceed the total Membership Fees payable by a Member in the calendar year of the breach.
- 15.3 Nothing in these Rules shall exclude or limit the Company's liability:
- (a) in respect of death or personal injury caused by its own negligence;
 - (b) in relation to fraud or theft; and/or
 - (c) any other liability which may not be limited or excluded under Applicable Law.
- 15.4 The Company is not liable to the Member for any losses incurred by the Member in the event that he uses the Club for any commercial or business purpose. The Company will have no liability to the Member for any loss of profit, loss of business, business interruption or loss of business opportunity.
- 15.5 For the avoidance of doubt, the [St Moritz Tobogganing Club AG] is solely responsible for the operation and management of the Cresta Run in accordance with its rules, and the Company shall not be liable to any Member in respect of any loss, damage or injury suffered by a Member in connection with his participation in the Cresta Run.

16. Alterations to Rules

No alterations to these Rules shall be made except at an Annual General Meeting or an Extraordinary General Meeting convened specially for that purpose.

17. Miscellaneous

- 17.1 A person who is not a Member has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any Rule.
- 17.2 These Rules are governed by the laws of England and Wales. This means that any Membership, and any dispute or claim arising out of or in connection with these Rules (including non-contractual disputes or claims), will be governed by the laws of England and Wales.
- 17.3 A Member may bring any dispute which may arise under these Rules to – at his discretion - either the competent court of England, or to the competent court of his

country of habitual residence if this country of habitual residence is an EU Member State, which courts are – with the exclusion of any other court - competent to settle any of such a dispute. The Company shall bring any dispute which may arise under these Rules to the competent court of the relevant Member's country of habitual residence if this is in an EU Member State or otherwise the competent court of England.

- 17.4 If a Member is resident in the European Union and the Company directs its services to (or otherwise pursues commercial or professional activities in) the member state in which that member is resident, that member will benefit from any mandatory provisions of the Applicable Law of the country in which that member is resident. Nothing in these Rules, including Rule 17.2 above, affects a Member's right as a consumer to rely on such mandatory provisions of local law.