

Terms & Conditions — Otro Elements Expeditions

(Version 1.0 — 2025)

These Terms & Conditions (“Terms”) apply to all expeditions, retreats, leadership journeys, workshops, and related services (“Expeditions”) organised by OTRO Elements, operated by Otro Elements Società Agricola (Via al Parco 4, 21026 Gavirate (VA), Italy).

By registering for an Expedition, you (“Participant”) agree to these Terms.

If you have any questions, please contact: info@otroelements.com.

1. Definitions

- **Organizer:** Otro Elements Società Agricola.
- **Participant:** Any individual who registers for an Expedition.
- **Expedition:** Any program organised by the Organizer, including but not limited to: mountain expeditions, leadership journeys, workshops, breathwork, sweat lodges, hikes, and reflection programs.
- **Agreement:** The contract between Participant and Organizer consisting of these Terms, the Privacy Policy, and any Expedition-specific briefing.

2. Scope of Application

These Terms apply to all registrations, participation, payments, cancellations, and all activities carried out by the Organizer in Italy or elsewhere.

A separate Privacy Policy applies to all data processing.

3. Booking & Confirmation

1. A booking becomes final once:
 - the registration form is submitted, and
 - a written confirmation is sent by the Organizer.
2. The Organizer reserves the right to refuse participation if:
 - the Participant does not meet physical or mental requirements,
 - required information is incomplete or inaccurate,
 - safety concerns arise.
3. The Participant is responsible for providing correct personal and medical information.

4. Pricing & Payment

1. Prices are stated on the website and/or Expedition briefing.
2. Participants receive an invoice; Italian VAT applies (non-reversible).
3. All payments must be completed within the specified deadlines.
4. Failure to pay on time may result in cancellation of the booking without refund.

5. What Is Included

Unless stated otherwise, Expeditions generally include:

- Organised program activities
- Qualified facilitators and guides
- Accommodation during the Expedition (e.g., mountain huts or Alpe Selvaccia)

- Group transfers where explicitly stated
- Leadership sessions, breathwork, sweat lodge (program-dependent)

6. What Is Not Included

Unless explicitly mentioned in the Expedition briefing, the following are *not* included:

- Travel to and from Italy (train, flight, car)
- Travel and cancellation insurance
- Medical or evacuation costs
- Personal clothing and equipment
- Alcoholic beverages (not served during mountain days)
- Optional extras, personal expenses, or additional nights

Participants must bring all required gear and clothing as listed in the Expedition briefing.

7. Physical & Mental Fitness

1. Expeditions require good physical and mental condition. Participants must be able to:
 - walk for several hours with a backpack
 - hike in mountainous terrain
 - handle varying weather and altitude
2. The Participant is personally responsible for assessing their condition.
3. The Organizer may exclude participants who show signs of insufficient fitness or pose a safety risk—without refund.

8. Safety, Conduct & Instructions

1. Participants must follow all safety instructions from guides and facilitators.
2. Unsafe behaviour, refusal to follow instructions, or behaviour that endangers the group may result in removal from the Expedition without refund.
3. Alcohol is not permitted during mountain days (safety measure).
4. A digital detox may be part of the program; emergency contact procedures will be provided.
5. Participants must respect nature, wildlife, the environment, and fellow participants.

9. Risk Acceptance & Liability

1. Participation in Expeditions involves inherent risks, including but not limited to:
 - falls, injuries, altitude effects
 - unpredictable weather
 - difficult terrain
 - wildlife encounters
 - dehydration, exhaustion
 - accidents beyond the Organizer's control
2. By registering, the Participant acknowledges these risks and accepts full personal responsibility.
3. The Organizer, facilitators, guides, and partners are not liable for:
 - injury, accidents, illness, or death
 - loss or damage of property
 - delays or changes due to weather, terrain, transportation
 - indirect or consequential damages
4. Participants agree to indemnify the Organizer against claims resulting from their actions or omissions.

10. Insurance Requirements

Participants are highly recommended to have:

- valid travel insurance
- accident insurance
- mountain/outdoor activity coverage
- cancellation insurance is strongly recommended

Evidence of insurance may be requested prior to the Expedition.

11. Program & Route Changes

1. The Organizer may adjust the program at any time due to:
 - weather conditions
 - terrain safety
 - group ability
 - logistical reasons
 - unforeseen circumstances
2. These adjustments do not entitle the Participant to a refund or compensation.

12. Force Majeure

Force majeure events include natural disasters, severe weather, pandemics, political unrest, strikes, or any event outside the control of the Organizer.

In such cases:

- the Organizer is not liable for consequences,
- alternative dates or vouchers may be offered where reasonable,
- refunds may not be possible depending on circumstances.

13. Cancellation by Participant

1. Cancellation must be made by e-mail and confirmed by the Organizer.
2. Standard cancellation policy (unless otherwise stated):
 - more than 30 days before start: €500 fee
 - 30 days or less: full fee due

14. Cancellation by Organizer

The Organizer may cancel an Expedition if:

- there are insufficient participants
- safety cannot be guaranteed
- force majeure occurs
- essential staff become unavailable

Participants will be offered:

- a full refund *or*
- an alternative date

The Organizer is not liable for:

- flight/train costs
- equipment purchases
- loss of income
- any indirect damages

15. Personal Data & Privacy

- A separate **Privacy Policy** applies to all personal data processing.
- Participants consent to the use of anonymized group photos for communication unless they request otherwise in writing before or during the Expedition.

16. Complaints

- Complaints must be submitted by e-mail.
- The Organizer will confirm receipt within 7 days and respond within 30 days.

17. Governing Law & Jurisdiction

This Agreement is governed by:

- EU consumer law, and
- where applicable, Italian law (as the country where the service is performed and the Organizer is established).

Any disputes shall be submitted to the competent courts of Italy unless EU consumer regulation grants jurisdiction to the Participant's home country.

18. Final Provisions

- If any provision is invalid, the remaining Terms remain in force.
- The Organizer may update these Terms; the version applicable at registration applies.