

## TERMS, POLICIES AND GENERAL CONDITIONS

### BASIC CONDITIONS

- The employment of this service, via reservation made on the website, electronic mail, in person or otherwise, entails the acceptance of these terms and conditions and the general conditions particular to the service engaged, including the safety rules, regulations and behavior in accordance with Futangue Park.
- In accordance with Law Article 3 bis N° 19.496, there is no right to retraction of sale via electronic mail.
- The reservation made via the website, electronic mail, in person or otherwise is valid only and solely for the service employed or activity reserved on the date specified.

### RATES AND TAXES

- The rates are stipulated in Chilean pesos and include taxes. These rates are published on the website [www.parquefutangue.com](http://www.parquefutangue.com) and at points of sale and ticket counters. Prices may vary without prior

### PAYMENT TERMS

- For all guided activities there is a required advance fee payment in order to secure the expedition or service, which will be credited to the fully charged value.
- The activities reserved must be paid in full before the beginning of the excursion.
- In the case of online reservations of guided excursions, via the reservations system on the website, you will be required to make an advance payment of 50% of the total price. This is non-refundable, notwithstanding what has been stated in the cancelation or amendment policies.
- In the case of excursions reserved at the Visitors' Center or if an electronic transfer of \$140.000 or more is made, you will be required to make an advance payment of 50% of the total price, unless said excursion takes place 48 hours or less before the time the actual excursion is due to take place, in which case 100% of the total cost must be paid when making the reservation.
- These amounts are non-refundable, notwithstanding what has been stated in the cancelation or amendment policies.
- The balance must be paid latest by the day on which the excursion will take place, by electronic transfer and by sending proof of payment by electronic mail to: [contacto@futangue.com](mailto:contacto@futangue.com) or by cash or credit card at the Park's Visitors' Center. Payment details for making a deposit can be obtained via the contact electronic mail.
- Non-payment on time or in the correct manner gives Futangue Park the right to refuse the service or activity and retain the pre-payment fee.
- Once a reservation has been made via the website, a confirmation will be sent automatically to the electronic mail address given by the client, together with a ticket containing the reserved excursion details which must be produced at the beginning of the excursion.
- Once the deposit or full amount has been paid via electronic transfer or with cash or credit card at the Visitors' Center, a confirmation will be sent via electronic mail to the electronic mail address given by the client.

### CANCELATION OR AMENDMENT POLICIES ON BEHALF OF THE PARTICIPANT:

- Cancelations or amendments must be requested via electronic mail and sent to [contacto@futangue.com](mailto:contacto@futangue.com). The cancellations or amendments will be valid and will allow refunds or changes in line with the fixed conditions stated in this document. It is essential that all documents received (confirmations, tickets, coupons etc) are attached to the cancellation or amendment request.

In case of complete cancellation, Futangue Park will retain and therefore will not have the right for refunding, for the following anticipation percentages from the moment of announcing said cancellation:

48 hours or less before the time of the activity or service beginning or not present for said activity or service: 100%

2-7 days prior to the activity: 30%

7 days or more prior to the activity: 15%

For fly fishing activities:

7 days or less prior to the activity: 100%

7 days or more prior to the activity: 30%

In case of a partial cancellation (reduction of number of participants) or a participant not present, Futangue Park will retain as with the previous stipulation, about the cost per person in the activity.

Once the activity has started there is no refund for cancellations owing to meteorological conditions, accidents or by client request. It is the client's responsibility to check the weather forecast with anticipation.

In case of an amendment to the date of the activity, it will only be possible according to the availability of dates offered by Futangue Park and they will be subject to the following conditions:

7 days or less prior to the reserved time for the start of the activity: payment of an additional 10% to the total cost.

7 days or more prior to the reserved time for the start of the activity: there is no penalty fee.

For fly-fishing excursions:

7 days or less before the activity: payment of an additional 15% to the total cost.

7-30 days before the activity: payment of an additional 10% to the total cost.

30 or more days before the activity: there is no penalty fee.

## **CANCELLATIONS OR AMENDMENTS TO AN ACTIVITY ON BEHALF OF THE COMPANY:**

A minimum number of participants are required for certain programs. In the case of being unable to reach the minimum number, the client will receive a new date or time, without additional cost. If the client cannot participate in the alternatives offered, any payment already made will be refunded, minus the charges for the services already provided, if any.

The company reserves the right to cancel the service or activity without any refunded payment if the participants cause any danger or difficulty to the excursion, by way of behavior, error or act.

If a program or parts of a program cannot be carried out owing to unexpected incidents, safety reasons, actions committed by third parties, climate conditions or similar, the company reserves the right to cancel the program or service or to propose an equivalent program or service on a similar date or time. In case of cancellation, the amount already paid by the client will be refunded with exception of the charges for the services already provided, if any. Remember that carrying out the activity free of danger is in everybody's interest. Every decision taken by the group leaders is the final decision. The company expressly reserves the right to amend the program for safety reasons.

## **HEALTH CONDITIONS AND PARTICIPANT OBLIGATIONS**

Good health is necessary to be able to participate in all the activities. The participants are obliged to inform the organizers of any health condition which makes his or her participation inconvenient or dangerous in any program. Under no circumstances can the participants participate in any activity under the influence of alcohol, drugs, psychiatric drugs or any similar substance. The participants are obliged to fulfill their participation obligations and to adhere strictly to the instructions given by the guide or organizer.

## INSURANCE

The participants are not insured by the company. The participants are obliged to make sure they are sufficiently covered by health and accident insurance (including coverage for sports).

## FREEDOM FROM RESPONSIBILITY

The participant declares that he or she is physically capable and in optimum health conditions to be part of the activity or service requested. Likewise, he or she must declare that they know and accept that the service secured can include dangerous activities, including but not limited to: fishing, swimming, rowing, hiking, climbing, trekking, bird watching, horse riding, photography of nature, kayak, rafting, cycling and other similar activities: this way, each participant is expressly willing to acknowledge the risks associated and declare themselves to be fully knowledgeable that this is about a remote place, with difficult access, far from medical assistance and with adverse climate conditions.

For the contracting of the service, the participant or client relinquishes Futangue Park, its owners, managers, administrators, personnel, employees and representatives from any responsibility for any damage they might undergo, either to themselves or to their belongings, by consequence of participation in one or more activities and by way of an unexpected situation or force majeure, an act committed by a third party, that of another participant, by nature or by way of carelessness or personal negligence, this being severe, superficial or slight.

Notwithstanding the foregoing, the participant expressly renounces any action which could correspond to those concepts against the aforementioned persons and exonerates all responsibility which might be attributed by way of grave negligence judicially proven. In any case and if a judiciary procedure, any indemnification is limited to emerging damage, excluding itself therefore from any complaint of loss of profit, moral damage or indirect damages.

The client or participant expressly consents that any doubt, difficulty or controversy of any nature, law suit or claim, action, or further claim etcetera will be resolved by the Chilean laws and their knowledge will correspond to the justice tribunals of the jurisdictional territory of the Court of Appeal in Santiago.

## CONTACT

[contacto@futangue.com](mailto:contacto@futangue.com)

Central office address: Av. Las Condes 11.400, Of 101.

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Park location: Ruta T-85 Km. 22,  
Riñinahue, Lago Ranco. Tel: +56 9 5197 0972

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