



General Terms and Conditions of Sale Data Protection Cancellation Policy Waiver of Liability

We thank you for choosing
Cisnes River Lodge.

Below, you will find the details of our **General and Specific Terms and Conditions of Sale**, as well as the legal framework regarding data protection (EU Regulation 2016/679 – GDPR).

cisnesriverlodge.com



GENERAL & SPECIFIC TERMS AND CONDITIONS OF SALE (GTCS)

The versions provided to you are intended solely to inform you as accurately as possible in the main languages spoken at Cisnes River Lodge.

Cisnes River Lodge has chosen to guarantee its clients the highest level of personal data protection by agreeing to comply with the strictest conditions in this regard (EU Regulation 2016/679 – GDPR).

To this end, we emphasize that in the event of a dispute regarding the interpretation of a word, term, acronym, or the meaning of a phrase, the only version that shall prevail before the courts is the spanish version of these texts.

1. Reservation and Contract Formation.

Booking a stay implies full and unconditional acceptance of these General & Specific Terms and Conditions of Sale (GTCS), formalized by signing the attached liability waiver. The service contract is formed exclusively between the client and CISNES RIVER LODGE Spa, located in Santiago, Chile, upon issuance by CISNES RIVER LODGE Spa of a written confirmation, after receipt of the deposit and signed documents. If the sale is made through an Authorized Sales Agency (ASA), the latter acts as a booking intermediary and/or payment agent. Amounts paid to an ASA are deemed received by CISNES RIVER LODGE Spa on the same date. Unless otherwise stated, the applicable version of these terms is the one published on the date of confirmation.

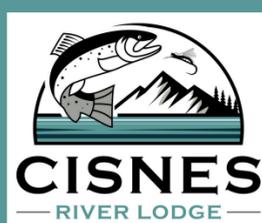
2. Prices, Deposits, Balances, and Payment Terms

Our rates are expressed in US dollars and payable by bank transfer to the following account:

- Account Holder: Cisnes River Lodge Spa
- Account Number: 013-01-14414-4
- SWIFT: BICECLRM
- Bank Name: B.I.C.E
- Bank Address: Calle Teatinos N°220, Santiago, Chile, 8320000

A 50% deposit of the total price is due within **8 days** of booking.

The balance is due **90 days** before arrival. For bookings made less than 90 days before departure, **100% payment** is required at the time of booking. Bank fees and currency conversion costs are the client's responsibility. Prices include applicable Chilean taxes and exclude gratuities as specified in the confirmation.



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3. Cancellations, Modifications, and No-Shows

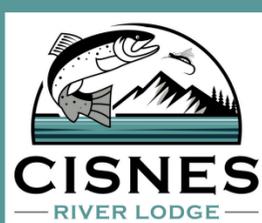
All payments are non-refundable, regardless of the reason for cancellation. We strongly recommend purchasing appropriate cancellation/interruption insurance. A **no-show** (failure to appear at the start of the stay) is treated as a cancellation by the client. Requests for changes after confirmation are subject to availability. If **CISNES RIVER LODGE Spa** cancels or modifies a booking due to safety, weather, or force majeure, a **credit valid for 36 months** or a rescheduling will be offered; **no cash refund** will be provided. By accepting these terms online, the client confirms having read and fully accepted Article 3 (Cancellation, Modification, and No-Show) and expressly waives any claim for refund following a cancellation.

4. Travel Insurance

For your peace of mind, we strongly recommend purchasing travel insurance covering at least cancellation/interruption, medical and evacuation expenses, delays, and loss/damage to luggage. Without such insurance, you assume full financial responsibility for any incidents.

5. Scope of Services

The stay includes nights at the lodge and/or bivouac (depending on the chosen package), meals, fly-fishing guiding, use of boats and necessary fuel, and local transfers as specified in the program. Unless otherwise stated, the following are **not included**: international and domestic flights, hotel nights before or after the lodge stay, visas and entry formalities, personal equipment, pre-ordered beverages, insurance, medical expenses, personal expenses, and gratuities.



GENERAL & SPECIFIC TERMS AND CONDITIONS OF SALE (GTCS)

6. Requirements, Safety, and Conduct

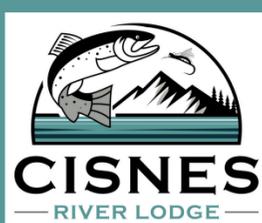
Our activities take place in natural environments and require reasonable physical fitness. We welcome guests aged **16 and over**, under adult supervision. For minors, the legal guardian must sign the waiver and these GTCS, and initial all safety-related sections. For everyone's safety, please follow all briefings and instructions from our guides, especially during boat trips, wading, and approaches in uneven terrain exposed to weather and wildlife. CISNES RIVER LODGE Spa may adapt, interrupt, or refuse an activity if conditions require it, without entitlement to refund.

7. Assumption of Risk, Waiver, and Indemnification

You acknowledge that fishing and outdoor activities involve inherent risks (falls, injuries, hypothermia, water hazards, isolation, weather changes, wildlife). You participate voluntarily and with full knowledge of these risks. **You release and discharge** CISNES RIVER LODGE SpA (and its directors, employees, guides, and insurers) from any claims related to activities and services, including in cases of simple negligence, except for intentional misconduct or fraud. You agree to indemnify CISNES RIVER LODGE SpA against any third-party claims arising from your acts or omissions, including legal fees and costs.

8. Limitation of Liability

CISNES RIVER LODGE SpA's total liability to you, regardless of the basis, is limited to the total amount paid for the stay. CISNES RIVER LODGE SpA is not liable for indirect, consequential, punitive damages, or loss of opportunity, nor for lost, stolen, or damaged personal property. We are not responsible for delays or disruptions caused by weather, force majeure, or third parties over whom we have no control



GENERAL & SPECIFIC TERMS AND CONDITIONS OF SALE (GTCS)

9) Force Majeure

“Force Majeure” means circumstances beyond the reasonable control of the company, including but not limited to: natural events (earthquakes, fires, floods, extreme weather), wars, civil or military unrest, acts of terrorism or sabotage, strikes, epidemics, pandemics, riots, power outages, IT failures, accidents, social conflicts, decisions by civil or military authorities, government actions, or unavailability of labor, materials, equipment, or transport.

10. Complaints and Amicable Settlement

Please report any issues immediately to the lodge manager so we can address them on-site. If a dispute persists, submit a written complaint within 30 days of the end of your stay. Both parties agree to attempt an amicable settlement in good faith before any legal action. CISNES RIVER LODGE OFFICINA 1502, AVENIDA PROVIDENCIA N° 1650 7500000 SANTIAGO, CHILE or info@cisnesriverlodge.com

11. Exclusive Jurisdiction in Chile and Waiver of Foreign Claims

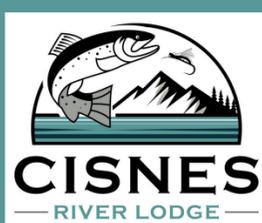
These terms and the contractual relationship are governed by the laws of the Republic of Chile, excluding any conflict of laws rules. Any dispute regarding the validity, interpretation, performance, or termination of the contract shall be subject to the exclusive jurisdiction of the ordinary courts of Santiago, Chile. You irrevocably waive any right to initiate, support, or participate in any action, whether individual or collective, outside Chile, in connection with the stay, activities, any incident during the stay, these terms, or any pre-contractual communication.



GENERAL & SPECIFIC TERMS AND CONDITIONS OF SALE (GTCS)

If, despite this waiver, an action is initiated outside Chile, you agree to fully indemnify CISNES RIVER LODGE SpA for all costs incurred to obtain dismissal, transfer, or closure of such action (including legal fees, costs, fines, or penalties), without prejudice to our right to seek injunctive relief or conservatory measures in Chile. The contract is deemed to be concluded and fully performed in Chile. All notices or communications related to a dispute may be validly made by email to the addresses provided in the confirmation, in addition to any other method permitted by Chilean law. The contract is available in Spanish, English, and French; in the event of any discrepancy in interpretation, the **spanish** version shall prevail.

By accepting these terms online, you confirm having read and fully accepted Article 11 (Exclusive Jurisdiction in Chile and Waiver of Foreign Claims) and expressly waive any recourse under any law other than Chilean law, specifically waiving any right to a grand jury under U.S. law.



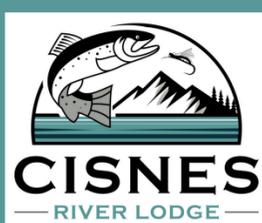
GENERAL & SPECIFIC TERMS AND CONDITIONS OF SALE (GTCS)

12. Data Protection

CISNES RIVER LODGE SpA processes your personal data to manage your booking, provide services, and comply with legal obligations. Necessary data may be shared with subcontractors involved in the execution of your stay (guides, logistics providers, IT service providers). You may exercise your rights of access and rectification under Chilean law by writing to: CISNES RIVER LODGE OFFICINA 1502, AVENIDA PROVIDENCIA N° 1650 7500000 SANTIAGO, CHILE or info@cisnesriverlodge.com

13. Final Provisions

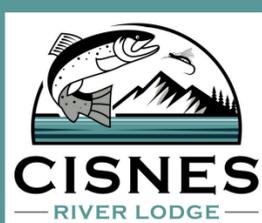
These terms constitute the entire agreement between you and CISNESRIVER LODGE SpA and supersede all prior proposals or information. If any provision is found to be invalid or unenforceable, the others remain in full force and effect. You may not assign your rights and obligations without the written consent of CISNES RIVER LODGE SpA. Electronic/digital signature (by checking “I accept”) is equivalent to a handwritten signature; server timestamp in Chilean time zone is conclusive.



GENERAL & SPECIFIC TERMS AND CONDITIONS OF SALE (GTCS)

14) Effect of Acceptance and Lapse of the Pre-Reservation

This document constitutes a legal agreement. It includes basic safety instructions and clarifies the terms and conditions for participating in activities offered by CISNES RIVER LODGE SpA. By signing, you acknowledge your responsibility and agree to fulfill your financial obligations. We therefore encourage you to read it carefully before signing. If you do not agree with the terms described or choose to forgo confirming your stay, please notify us as soon as possible so that we may release your reservation. If we do not receive the signed document within 8 days of your pre-reservation, your participation will be considered tacitly canceled.



PERSONAL DATA – GDPR NOTICE

This notice explains what personal data we use, for what purposes, how long we keep it, and with whom we share it. It also outlines your rights and how to contact us. We present this information by use case: if the **European General Data Protection Regulation (GDPR)** applies, you benefit from enhanced protections (Section A). Otherwise, Chilean law applies (Section B). The stay contract is governed by Chilean law; data protection depends on your location and applicable laws.

When does GDPR apply?

GDPR generally applies if you are located in the European Union or the European Economic Area at the time of booking, or if our services are expressly intended for persons in this area (e.g., if we display prices in euros and offer a package tailored to European clients). If you are not in this situation, Chilean law as described in Section B applies.

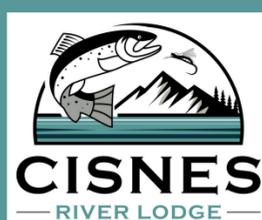
SECTION A – If you are a client located in the EU/EEA (GDPR)

1. Data Controller and Contact

The data controller is CISNES RIVER LODGE SpA, established in Chile. For privacy questions, contact us at: CISNES RIVER LODGE OFFICINA 1502, AVENIDA PROVIDENCIA N° 1650 7500000 SANTIAGO, CHILE

or

info@cisnesriverlodge.com



PERSONAL DATA – GDPR NOTICE

2. Data We Use and Why

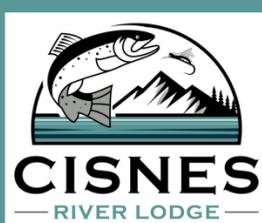
We mainly use identification data (name, surname, nationality, date of birth), contact details (email, phone, address), booking information (stay dates, group composition, preferences), and payment information (transaction ID, without storing card numbers), as well as information useful for your safety and comfort (allergies, dietary needs, or relevant health information—only if you choose to provide it). We also collect technical information related to site security (IP address, browser, logs).

We process this data to:

- Respond to your requests and execute the stay contract;
- Issue accounting documents and comply with the law;
- Ensure system security and prevent fraud;
- Send you useful information about your stay;
- With your consent, send you news and offers.

3. Legal Basis (GDPR)

We rely on contract performance for managing your booking and stay services, on legal obligations for accounting and compliance, on legitimate interest for security and fraud prevention (ensuring your interests and freedoms prevail in case of doubt), and on your consent for marketing and health information, which you may withdraw at any time.



PERSONAL DATA – GDPR NOTICE

4. Data Sharing

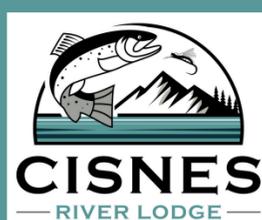
Access to your data is limited to those who need it: our operational teams (lodge and guides), technical providers (website hosting, email sending, payment solutions), and, if you book through an Authorized Sales Agency, authorized personnel within that agency. Each provider only accesses the information strictly necessary for their mission and is bound by contractual confidentiality and security obligations.

5. International Transfers and Security

Your data is mainly processed in Chile, where our activity is based. When transferred from the EU/EEA to Chile, we work with our European partners to implement appropriate contractual protections (e.g., EU Standard Contractual Clauses) and add technical and organizational measures such as encryption, data minimization, and access control.

6. Data Retention

We keep your information for as long as necessary to manage your booking and execute the stay, and as required by law (especially for accounting and tax purposes). Security and incident-related information may be kept longer to protect your and our interests. Marketing information is kept until you unsubscribe or, in the absence of activity, for a period of 5 years.



PERSONAL DATA – GDPR NOTICE

7. Your Rights (GDPR)

You may at any time request access to your data, rectification if inaccurate, erasure when no longer necessary, restriction of processing, data portability where applicable, or object to certain uses, especially for marketing. Where we rely on your consent, you may withdraw it at any time without affecting the lawfulness of previous processing. You may also lodge a complaint with your national data protection authority if you believe your rights are not respected.

8. Cookies and Consent Choices

We use essential cookies for the proper functioning of the site. Audience measurement and marketing cookies are only activated with your consent via the dedicated banner. You can change your choices at any time by clicking “Manage cookies” in the footer.

9. Security and Notifications

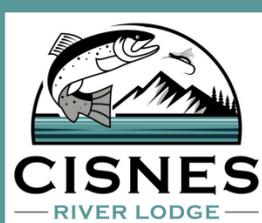
We implement appropriate technical and organizational measures to ensure the confidentiality and integrity of your data, including:

- Encryption in transit.
- Access permission management.
- Backups and activity logs.

In the event of a security incident affecting your rights, we will notify the competent authority and, where required, inform you without undue delay and, where applicable, within 72 hours of becoming aware of the incident.

10. Minors

Our services are not offered directly to children without the involvement of a legal representative. When online consent is required, we respect the minimum age applicable in your country of residence within the EU/EEA.



PERSONAL DATA – GDPR NOTICE

SECTION B – If you are not covered by GDPR: Chilean Law

1. Principles and Legal Bases

In Chile, we process your data fairly and transparently, for specific and legitimate purposes, collecting only necessary information. We rely on your consent where required by law, on contract performance for managing your stay, on legal obligations for accounting and tax purposes, and on legitimate interest for security and fraud prevention.

2. Purposes and Recipients

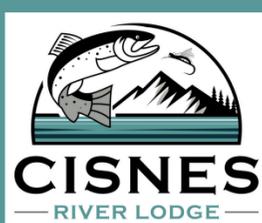
We use your information to organize your stay, welcome you in good conditions, and ensure your safety. We share your data with our teams and with providers acting in this context (e.g., for system hosting or payment processing), as well as with duly authorized agencies when you book through them. These recipients are subject to confidentiality obligations.

3. International Transfers and Security

When your data must travel internationally, we ensure that appropriate contractual, technical, and organizational safeguards are in place to maintain an adequate level of protection (encryption, access control, recipient limitation, reasonable audits).

4. Retention

We keep information for as long as strictly necessary to fulfill the described purposes, then delete, anonymize, or archive it as required by law. Retention periods may vary depending on accounting and security requirements applicable in Chile.



PERSONAL DATA – GDPR NOTICE

5. Your Rights in Chile

You may request access to your data, correction if inaccurate, deletion where permitted by law, restriction of certain uses, or objection to marketing. You may also withdraw your consent where it is the basis for processing.

6. How to Exercise Your Rights and Contact Us

To exercise your rights or ask a question, contact us at: CISNES RIVER LODGE OFFICINA 1502, AVENIDA PROVIDENCIA N° 1650 7500000 SANTIAGO, CHILE

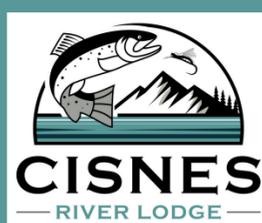
or

info@cisnesriverlodge.com

Please provide your name, contact details, and any useful information to identify you. We will respond within a reasonable time and, if required by law, within the deadlines set by applicable regulations.

7. Updates to this Notice

We may update this document to reflect changes in our services or regulations. The applicable version is always the one published and dated at the top of the notice at the time of your booking.





Need more informations?

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email: info@cisnesriverlodge.com

cisnesriverlodge.com

