



# General Terms and Conditions

## Sportbahnen Melchsee-Frutt

### 1. General

The General Terms and Conditions (GTC) will apply to all services and products (hereinafter referred to collectively as "Services"), either at a charge or at no charge, that are provided by the Sportbahnen Melchsee-Frutt (SMF).

#### 1.1. Contract

The contract with the SMF will be concluded with the purchase of one or more services. The present GTC will apply as being accepted without reservation from that point in time.

#### 1.2. Identification requirement

A customer must identify themselves at the request of ticket sales, cableway or supervisory personnel with a valid official identification document (ID card, passport, driving licence). The Keycard, barcode or purchase confirmation for online tickets must also be present.

#### 1.3. Data carriers

The Keycard facilitates touchless access to all of the cableways and lifts of the SMF. It can be reprogrammed at any time with new validity information and can therefore be used for several years. The Keycard is available from all points of sale against a deposit of CHF 5.00. This deposit will be refunded upon the return of the Keycard.

Barcode tickets are deposit-free tickets.

#### 1.4. Tickets

All mountain cableway and ski-lift passes are personal and non-transferable. Seasonal and annual passes, as well as multi-day passes for 4 or more days, must carry a photograph.

#### 1.5. Age groups

Young children up to the age of 6 years

Children from 6th birthday to 16 years

Youths from 16th birthday to 20 years

Adults from 20th birthday to 64 years

Seniors from 64th birthday

Groups a simultaneous purchase of at least 10 tickets for the same validity region, for the same duration and from the same validity date onwards is considered to be a group.

#### 1.6. Validity

Mountain cableway tickets are valid on all the facilities of the SMF during the publicised operating hours.

#### 1.7. Performance

The services of the SMF result from the service description in the tariff brochure or electronic media and other written offers. Special tariffs, special requests or subsidiary agreements will only constitute part of the contract if they exist in a written form.

## 2. Prices and terms of payment

### 2.1. Prices

The prices for mountain cableway tickets will be published in the tariff brochure and/or on the internet. The prices are, unless otherwise stated, per person and generally inclusive of VAT. All multiple-day passes are linear (to be used on consecutive days) and days may not be selected randomly. Exceptions to this are points and flexible multiple-day passes where the customer chooses the days of use within a set period of time. The selectable days must be redeemed with the defined time period. Unused days will be forfeited and cannot be refunded or carried over to the next season. Points cards must be redeemed within 2 years. In instances of differing tariff information between individual brochures and the electronic media, the terms currently published on the internet at melchsee-frutt.ch will apply.

In addition to the ticket prices, the SMF levy a Keycard deposit of CHF 5.00. The Keycard may be used repeatedly for simultaneous multiple SMF offers. The deposit will be refunded upon the return of the Keycard.

### 2.2. Payments

Payment is due immediately upon conclusion of the contract. There is no provision for purchases of cableway tickets on credit or on account. An exception to this must be agreed in advance and will only be valid if it has been confirmed in writing by the SMF. For all services and products, the customer undertakes to pay the invoiced amount by the due date indicated on the invoice form. Where the customer has not fulfilled his or her obligation to pay within the payment period, the customer will, after the expiry of this period and without any further reminders, have defaulted and must pay default interest of 5%. If the payment continues to remain outstanding, even after a second reminder, the SMF are entitled to cease all services to the customer without further notice. The SMF reserve the right to request payments on account, either in whole or in part, for services. For events with a foreign invoicing address, a credit card number with an expiry date and a security number (CVC) must be given as a payment guarantee; alternatively a 100% payment in advance must be made. This also applies to events that are booked from abroad. Subject to any other agreements between the customer and the SMF.

### 2.3. Currency

Prices are always given in Swiss francs (CHF). The euro exchange rate is the internal exchange rate of the SMF. This is updated continuously in line with market rates. Change is given strictly in Swiss francs.

### 2.4. Changes to prices and services

The SMF expressly reserve the right to change service descriptions and price information on the internet and in brochures and price lists until the time of contract conclusion.

## 3. Tickets

### 3.1. Refunds

In the event of an illness of or an accident involving the cardholder, the pass (season or annual pass) together with a doctor's certificate must be handed in to an issuing office as quickly as possible, but at the latest 14 days after the accident/illness (also possible by third parties). In instances where the pass can no longer be used, the

non-used amount will be refunded by way of a set-value voucher, provided a medical certificate that must have been issued by a practicing physician or a hospital is submitted.

There is no entitlement to refunds on single tickets, day tickets, promotional and special tickets.

The refund will be calculated on the basis of the services effectively used up until the day the pass is handed in. The effective use will be calculated at the normal daily tariff. The difference between the travel usage calculated in this way and the tariff paid for the pass will determine the refund amount. The SMF will levy an additional processing fee of CHF 20.00.

On acceptance of the refund, the validity of the pass will expire automatically. A service usage interruption due to accident/illness is not possible.

### **3.2. Ticket loss**

In instances where lost multi-day tickets (2 or more days) cannot be found, they will be replaced upon presentation of the purchase receipt (cancellation code receipt). Apart from the cost of CHF 5.00 for the new data carrier, no further processing fees will normally be levied. In the case of a repeated issue of replacement cards, an additional fee of CHF 10.00 may be levied.

### **3.3. Ticket fraud**

The ticket sales, cableway and appointed supervisory personnel are entitled to carry out ticket inspections at any time. The customer must identify him- or herself with a valid official identification document (ID card, passport, driving license). Any fraudulent use of travel tickets, in particular the transfer of cableway tickets or any alteration of the information they contain, will result in their immediate confiscation without compensation. In addition to the tariff-based charge for the unauthorised or invalid ticket, a supplement of CHF 100.00 in accordance with Article 16 of the Swiss Federal Law on Public Transport dated the 4th October 1985 will be charged. A valid ticket must also be purchased. Moreover, the SMF may, at their discretion, report the person to the police or prosecute. The ticket holder is responsible for ensuring that fraud is unable to be committed with his or her ticket.

### **3.4. Misconduct of ticket buyers**

In the event of irresponsible behavior, a violation of these terms or a non-observance of the instructions of the cableway, sales counter or supervisory personnel, in particular a non-observance of FIS rules, a disregard of signs, instructions and barriers, any travelling on closed ski slopes, avalanche-prone slopes or undisturbed wildlife habitat and forest protection zones, the SMF is entitled to withdraw the travel ticket from the ticket holder. The ski slopes are closed outside of the official operating times and any use of such ski slopes is prohibited for safety reasons. The last ski slope inspection is always carried out after the closure of the mountain cableways. Where a specific danger to other people exists and the offence can be classified as interference with public transport as per Article 237 of the Criminal Code (StGB), the SMF are entitled to report the offending customer to the police.

Anyone who soils or damages any facilities or equipment belonging to the SMF must pay the repair and cleaning costs. In the case of willful damage/soiling, the right to press criminal charges remains reserved.

## **4. Hire equipment**

The hire of sports equipment and other equipment is governed by separate hire contracts and the provisions contained therein. The SMF are always an integral part of such hire contracts concluded with the SMF.

## **5. Customer events**

The General Terms and Conditions of the SMF also apply for customer events. The contract is concluded with a written confirmation by the SMF. The customer is responsible for:

- unforeseen additional costs involving transport due to weather and snow conditions (e.g. transport for conveyors, grooming vehicles, trucks, helicopters)
- unforeseen additional costs for extra cableway trips
- unforeseen extra costs for additional ski slope preparation work by grooming machines
- unforeseen extra costs for the use of additional staff
- unforeseen extra costs for plan changes and further clarifications

## **6. Goods transport for third parties**

When goods are transported for third parties, the goods must be packed in such a way, or the design of the package must be such that it complies with current standards (Euro pallet). Fragile goods must be packed in such a way that they cannot become damaged during transport. The SMF will not accept any liability if these instructions have not been complied with. The instructions of cableway and supervisory staff must be observed.

## **7. Operational closures / Malfunctions / Force Majeure**

Wind and weather conditions can change quickly in mountainous regions. Depending on the weather conditions, the mountain cableway operations may be reduced or stopped entirely. This does not constitute an entitlement to a refund. Operational curtailments due to seasonal, reduced cableway operations similarly do not constitute an entitlement to price reductions or refunds for cableway tickets. In the event of operational disruptions due to a technical fault on a larger scale, the management will decide on any refunds and a possible sharing of any consequential costs.

## **8. Accidents in the winter sports region**

Where a ticket purchaser suffers an accident whilst using the cableway facilities or in the winter sports region of the SMF, he or she is entitled to make use of the rescue service of the SMF. Any use of the rescue service will be charged at a basic flat rate, plus staff services and material costs, of up to CHF 300.00. An additional charge, currently CHF 140.00, will be levied for ambulance transport. Additional costs for third parties (e.g. Swiss Air Rescue, doctor's visits) must be paid for directly by the customer. It is the customer's responsibility to lodge any refund claims with his or her insurance company. An accident for which liability claims will be made against the SMF must be reported immediately to the relevant station, information counter or ticket sales desk of the cableways in order to give precise information concerning the course of events for the incident(s).

## **9. Off-piste skiing / Wildlife and forest protection zones**

Increased risks exist for off-piste skiers, skiers and snowboarders outside of the marked and supervised ski slopes. Persons leaving tracks on dangerous slopes will

encourage other inexperienced drivers to follow their actions. This can lead to avalanches in changed weather and snow conditions. The slopes of the SMF are situated in open terrain. Small forest plots within this are designated protected forest and wildlife protection zones and are to be bypassed. Trees and shrubs must not be damaged, and wildlife must not be frightened nor driven out of its habitat. The forest and wildlife protection zones are marked accordingly. Customers are expressly requested to heed the information boards of the SMF. Entering closed or marked forest and wildlife protection zones can lead to a withdrawal of the customer's personal travel card, through to reporting to the competent authorities.

#### **10. Complaints, liability**

Any complaints by ticket purchasers relating to the provision of services by the SMF must be directed without delay to the cableways or its employees. Where such a notification does not take place, the ticket purchaser loses the right to make any claims against the mountain cableways.

The SMF is liable for any personal injury and property damage caused by them or its employees, in accordance with the following provisions. The relevant provisions of the Swiss Code of Obligations apply subsidiarily. Any liability, to the extent permitted by law, is limited to gross negligence and willful misconduct. Any liability by the SMF for property damage and personal injury is particularly excluded in the case of accidents due to:

- Non-observance of instructions, i.e. disregarding markings and information boards, not remaining on monitored slopes that have also been made safe
- Non-observance of instructions and warnings by cableway employees and the mountain rescue services
- Non-observance of warnings about avalanche dangers
- Negligent or intentional conduct on lifts, cableways and ski slopes
- Pursuance of high-risk sports such as freeriding, downhill biking, paragliding etc;

Moreover, the liability of the SMF is essentially based on the guidelines of the legal duty to maintain safety on snow sport slopes. The SMF will not be liable for accidents outside the marked ski slopes that have been made safe. Consequently, any liability for accidents on hiking, snowshoeing and sledding tracks and trails is excluded. The SMF shall be liable, within the framework of these GTC and the relevant national laws, for personal injuries and property damage resulting from the non-fulfillment or partial fulfillment of the contract. All liability for theft in the winter sports region or property damage by third parties is excluded.

#### **11. Insurance**

The SMF recommends that supplementary insurance cover is taken out, for example cancellation costs insurance, travel accident insurance, travel health insurance and return travel costs insurance etc.

#### **12. Customer data**

When handling and processing all customer data and customer usage data, the SMF undertakes to comply with all applicable data protection legislation. Customer data will only be used to maintain and improve customer relations, quality and service standards, to maximise operational safety, or in support of sales promotion, product design and crime prevention. The customer hereby acknowledges and agrees that, in the cases of a

joint provision of services in partnership with third parties, the SMF is entitled to make customer data accessible to the third party concerned, where this is necessary for the purposes of the provision of services. Beyond this, the disclosure of customer data to third parties is only permitted with the express consent of the customer. The only exception to this is if the SMF are obliged by law to disclose personal data to third parties.

#### **13. Applicable law and court of jurisdiction**

Swiss law is applicable exclusively to the legal relationships between the customer and the SMF.

Kerns, 31 January 2014