

# General Terms and Conditions

## 1. General

By purchasing a product or service in the Adelboden-Lenk Ski Region, hereinafter referred to as "Ski Region," the customer accepts the following General Terms and Tariff Conditions. These conditions apply to all products and services of the tariff association. Any deviating regulations are only valid if they have been agreed expressly and in writing by both parties.

## 2. Tariff conditions

### 2.1. Obligatory presentation of ID and abuse

All tickets are personal and are non-transferable (exception: Points card).

The personal details of the ticket holder will be recorded (title, forename, surname, street, house number, postcode, city, email address, telephone and reference photo) for tickets with a validity of 9 days or more. Verification photos, which are stored internally for traffic control purposes, are taken at access readers in the region. These verification photos will not be published and are used solely to verify the lawful use of the tickets (personal, not transferrable). Please also note our [data protection regulations](#).

Any actions by a visitor that are intended to enrich the visitor or another person unlawfully, and/or damage the transport companies' property or other rights are considered to be abuse. A forgery occurs when a ticket or a receipt has been created, modified, duplicated, added to or otherwise manipulated without authorisation or contains erasures.

Misused, forged and blocked tickets will be confiscated. A proper day ticket must be purchased. In the event of misuse, an additional surcharge of CHF 100.00 will become payable. Where a forgery has taken place, this surcharge will be CHF 200.00. Anyone who does not pay the aforementioned amounts immediately must furnish a security. Failing this, the visitor can be expelled from the Ski Region. If a security is provided, payment must be made within three days. If this does not happen, the case will be forwarded to the office and further fees may be charged. An unfinished attempt of misuse will have the same consequences.

We reserve the right to prosecute under civil and criminal law.

### 2.2. Validity of tickets

The tickets entitle the holder to use the purchased offers, transport facilities and/or departures of the company.

Purchased tickets may only be redeemed within the selected validity period. 1-day tickets will remain valid throughout the normal operating hours of the company, however until 6 pm at the latest. Unless otherwise specified, special conditions will apply for evening activities and events outside normal operating times.

All multiple-day tickets are linear (to be used on consecutive days) and days may not be individually selected. Exceptions to this rule are the flexible 5-out-of-7-day and 10-out-of-14-day multiple-day tickets where the visitor can select the days of use from within a set validity period. Unused tickets will not be refunded or carried over to the next season.

### 2.3. Prices

All prices displayed are in Swiss francs and include VAT. Tickets and return money are to be checked immediately. Retrospective claims or demands for refunds cannot be considered.

### KeyCard deposit

A deposit of CHF 5.00 for the data carrier (KeyCard) will be added to the prices for the tickets. This deposit will be refunded when the KeyCard is returned. A defective KeyCard will be replaced upon payment of an administration fee plus another deposit of CHF 5.00.

### Age groups

Prices are structured according to the following age groups:

- Small children under 6 years travel free
- Children from 6 to and including 15 years
- Youths from 16 to and including 19 years
- Adults aged 20 years and over
- Women aged 64 years and over
- Men aged 65 years and over

When purchasing tickets, the cut-off date is always the date of birth.

### Families

Families are entitled to receive reduced family tariffs for certain offers if at least 2 tickets are purchased simultaneously. 1 paying child in the family must be from 6-15 years of age.

### Groups

Groups are entitled to receive reduced group tariffs for certain offers. A group (organised and pre-registered schools, associations clubs, etc.) is regarded to be at least 10 people who are paying for a ticket at the same time (does not apply to season passes and flexible passes). Registration by 12.00 hrs on the day before is absolutely necessary.

### 2.4. Ticket loss, exchanges, refunds

Purchased tickets and online vouchers can neither be returned nor exchanged. In instances where lost multiple-day tickets (4+ days) or season tickets cannot be found, they will only be replaced upon presentation of the purchase receipt (cancellation code receipt). This will entail the payment of a CHF 5.00 administration fee and a CHF 5.00 deposit for a new data carrier.

### No refunds will be given in the event of a cessation of business by the company.

If operations are completely or partially shut down due to bad weather or force majeure (e.g. avalanche danger), the customer will have no entitlement to any reimbursement for services already rendered.

### **Refunds in the event of accident or illness**

Tickets and passes may not be exchanged retrospectively for other tickets or passes. In the event of illness or accident, a pro-rata refund (2-day minimum for passes) can only be made against presentation of a doctor's certificate. An administration fee may be deducted. The decisive criteria will be the date of the doctor's certificate and the date on which the ticket/pass was last used. The later of these two dates will be definitive for a refund. Companions will not receive a refund. If the tickets/passes are used again after an illness/accident, then no claim for reimbursement may be made.

## **3. Online purchase of tickets**

### **3.1. Conclusion of contract, payment and delivery**

The prices offered on the website and in the web shop represent an offer to submit a purchase offer. The prices quoted include any statutory value-added tax.

Only persons over the age of 18 are entitled to make purchases in our web shop.

Online orders made via the internet represent a binding purchase offer from the customer which the company can accept within 48 hours via an order confirmation sent by email which in turn serves to conclude the purchase contract. If no order confirmation is received within the aforementioned period, the purchase offer is deemed rejected and no purchase contract is concluded.

After receipt of the payment owed from the concluded purchase contract, the tickets purchased will be made available by the company. Payment is made as an advance payment by card.

### **3.2. Delivery of vouchers and purchase confirmations**

The respective vouchers / purchase confirmations will be sent out free of charge via email and must be printed out by the customer, or stored electronically. The vouchers / purchase confirmations must be presented to the cableway or cashier personnel in paper or electronic form on demand.

If the respective voucher has already been sent to the customer before the required payment has been credited to us, the validity of the respective ticket will expire until full payment has been made; the company is also entitled to withhold the services documented in the voucher until the owed payment has been effected in full.

Under any circumstances, the customer is responsible for protecting his purchase rights (voucher) against theft or unauthorised copying. The customer must bear in mind that impersonal services are awarded to the first person to present a valid document. Any subsequent proof that the person presenting the voucher is not identical to the ordering party / customer is irrelevant for the company.

### **3.3. Cancellations**

The services purchased by ordering the shopping basket contents cannot be cancelled or reversed.

## **4. Online purchase of vouchers**

### **4.1. Conclusion of contract, payment and delivery**

The vouchers offered on the website represent a non-binding purchase offer which is subject to alteration. The prices quoted include any statutory value-added tax. The online ordering of a voucher via the internet represents a binding purchase offer from the customer which the Ski Region can accept within 48 hours by means of an order confirmation sent by email, which in turn serves to conclude the purchase contract. If no order confirmation is received within the aforementioned period, the purchase offer is deemed rejected and no purchase contract is concluded.

After receipt of the payment owed from the concluded purchase contract, the vouchers purchased will be made available by the Ski Region. The payment is made as a prepayment against an invoice, or as a credit card payment. The paid-for vouchers will be sent out free of charge via email and may be printed out by the customer. At the request of the customer, the vouchers will also be sent in the post after payment has been made by credit card, or after payment has been made in advance. Additional forwarding expenses will be incurred if vouchers are sent using the postal service. No liability will be accepted for any delay in the delivery of vouchers sent by post. If the voucher that has been ordered online has already been sent to the customer before the payment to be made has been credited to the Ski Region, then the respective voucher will become invalid until full payment has been made; the Ski Region is also entitled to withhold the services documented in the voucher until the owed payment has been effected in full.

### **4.2. Vouchers**

Please note that the online vouchers that are sent to the customer by the Ski Region contain a forgery-proof code. Since the customer can print out the voucher himself, several printed vouchers are possible, but only one printed voucher is value-relevant and redeemable. The first voucher redeemed in the voucher management system with the corresponding bar code is regarded as being the original and must be debited from the Ski Region immediately after it has been redeemed. The appearance of any further copies with the same code constitutes abuse which may result in criminal prosecution.

Since a voucher can be passed on or given away, the Ski Region is under no obligation, nor does it have the means, to check rightful voucher possession by the redeemer. When redeeming the voucher, the system only checks whether the corresponding bar code has actually been released by the system and whether the corresponding voucher has actually been paid for. Lost vouchers will not be replaced. Moreover, vouchers cannot be returned in return for a cash value payment. If the value of the voucher exceeds that for the service used, then a new voucher for the residual value will be generated. In such instances, there is again no entitlement to a cash pay-out of the still unused voucher

amount. The Ski Region is not obliged to accept unpaid vouchers as a means of payment. For operational reasons, the services listed in the voucher can only be provided or guaranteed by the company if a corresponding and timely reservation has been made. The service described in the voucher may vary slightly depending on the event, but may not represent a relevant reduction in value for the visitor. Should the Ski Region have to close or stop operations for any reason, then the online vouchers will expire without compensation. This is also the case if there is evidence that the business is changing ownership. In such a case, a customer will have no comeback to the Ski Region as the original issuer of the vouchers.

#### **4.3. Validity, validity period**

Value vouchers have no expiry date. All other vouchers are redeemable on prior request and availability, and remain valid for one year from the date of issue stated in the voucher. Each voucher can only be redeemed once; this is guaranteed by a barcode or voucher number linked to the voucher.

#### **4.4. Cash redeemability, invoicing**

It is not possible to redeem the voucher or the documented value of the voucher for cash. The issue of a VAT-compliant invoice with a respective tax statement can only take place when the voucher is redeemed and thus when the service is actually rendered.

#### **4.5. Exchanges, right of withdrawal**

Please return vouchers that do not meet your expectations within 14 days of receiving them. It is necessary that the written cancellation (revocation) declaration is received by the Ski Region within 14 days. However, the right of withdrawal does not exist if the use of the service has already started within the withdrawal period. This right of return only applies to customers who qualify as consumers. In the event of loss, theft or a voiding of vouchers, no replacement can be provided by the Ski Region.

### **5. Security guarantee and data protection for purchases and orders**

The buyer or orderer of products or services (online and offline) gives their consent to the personal data collected in the context of a purchase or order in fulfilment of these services being stored and processed automatically and transferred to the third parties responsible for the fulfilment of these services, in particular the service providers.

Your security has the highest priority. For this reason, when paying with debit or credit cards, data such as credit card numbers, bank clearing numbers, account numbers, names and addresses are transmitted through certified payment providers via their secure SSL line and in compliance with PCI guidelines. This prevents unauthorised persons from reading your entered data during transmission. Your data will be processed by us with the aid of automation.

The protection of your privacy and the proper processing of your personal data is very important to

the Ski Region. Please also read our [data protection declaration](#) in conjunction with this.

## **6. Transport and slopes**

### **6.1. Operating hours of the lifts and slopes**

Unless they have been expressly closed (e.g. due to risk of avalanche), the slopes will remain open during the normal operating hours of the lifts and until the final check has been completed. The operating hours of the lifts and slopes can be changed at any time.

The use of closed or barred lifts and slopes is prohibited. Outside these operating hours, the company responsible for route safety must maintain the slopes and, above all, must be able to prepare the slopes mechanically. During these times the slopes are closed and not protected against dangers such as avalanche blasting or snow groomers that use cable winches (RISK OF DEATH!). The times of the final slope check must be observed.

The slope markings must be observed. Slope markings are signed using coloured posts. The basic colour of the posts indicates the level of difficulty of the slope (blue, red, black). The course of the slope is indicated by additional orange-coloured markings on posts (left 30 cm, right 100 cm) and attached direction markers (left , right ).

### **6.2. Minimum age and minimum heights**

Children below 1.25 m in height may only use the chairlifts if accompanied by an adult: (SKUS 2012: *Guidelines for the establishment, operation and maintenance of snow sport slopes*. Article V.).

The respective specific regulations (rules of conduct, minimum age, height, weight etc.) must be complied with if use is made of further offers.

### **6.3. Exclusion from transport**

Persons may be barred from transport if they:

- are drunk or under the influence of drugs.
- behave in an improper manner.
- act in violation of the code of conduct or fail to follow the instructions of personnel with respect to proper use and conduct.

If weather conditions are unsuitable for the sporting activity, visitors may be prohibited from using transport facilities for the purposes of the sporting activity.

Furthermore, visitors may be prohibited from using the transport facilities if they present a risk to third parties immediately before the intended transport and if there is reason to assume that they will continue to endanger third parties. If the incident is repeated, or of a serious nature, the ticket or travel pass may be withdrawn.

A third party is considered to be at risk if the customer concerned:

- behaves in a reckless manner.
- uses a slope on which there is of avalanche.

- ignores the instruction and prohibition signs designed to ensure safety.
- defies the safety directives of the supervisory and emergency services.

Lenk, 01 September 2018

#### **6.4. Intended use of slopes and sports equipment**

The slopes are designed for skiers, snowboarders and users of similar downhill equipment for descent in an upright position. Disabled users of downhill equipment adapted for descent in a seated position, such as mono- and dual skibobs, uni-, dual- and tandem skis etc., may be permitted to use the slopes if they are able to comply with the FIS Code of Conduct for skiers and snowboarders and if the persons accompanying them are suitably trained. Ice skaters, cross-country skiers, mountain bikers, pedestrians, snow-shoe walkers, dogs, etc. may not use the slopes. (SKUS 2012: *Guidelines for the establishment, operation and maintenance of snow sport slopes*. Article IV.)

In respect of the rules and contractual conditions that apply to the use of sports equipment, we refer customers to the hire contract that is provided for signature when the equipment is handed over.

#### **6.5. Security and safety services**

Users of transport facilities and slopes who disregard the instructions of the safety personnel and disregard safety warnings may have their ticket/pass withdrawn. Users who present a considerable risk to another or several other persons because of their inconsiderate and reckless behaviour may be reported to the police or to an investigating magistrate for disrupting public transport as defined by Art. 237 of the Swiss Penal Code. Behaviour is considered to be reckless if users of alternative equipment or freeriders disregard flashing avalanche warning beacons to make use of avalanche-endangered slopes and thereby seriously jeopardise the life or health of other persons on the slopes, downhill trails, special lifts or paths. Any action which compromises the safe operation of the cableways and ski lifts is also subject to Art. 238 and 239 of the Swiss Penal Code. (SKUS 2012: *Guidelines for the establishment, operation and maintenance of snow sport slopes*. Article XIII.)

#### **6.6. Rescue costs in the event of accident**

If the customer has an accident in the region where the company provides services and this requires the rescue services to be called out, the customer will be charged a maximum of CHF 260.00 excluding VAT, plus material costs for a standard rescue. If a rescue has to take place outside the marked slopes, higher costs will be incurred. The costs for third parties (helicopter transfers, doctor, Alpine rescue, etc.) are to be paid directly by the customer. It is the responsibility of the customer to lodge any reimbursement claims against an accident insurance policy.

### **7. Liability and jurisdiction**

As far as is permissible, liability is limited to gross negligence and wilful conduct. All contractual relationships are governed exclusively by Swiss law. The legal venue is Thun, Switzerland.