

General terms and conditions Alpinzentrum AG - Activities

Thank you for your interest in an activity provided by the Alpinzentrum Gstaad AG (hereinafter referred to as AZG). We kindly ask you to read the following general terms and conditions carefully:

1. Booking

Bookings can be accepted in writing, by telephone or in person at AZG or its sales offices. By registering, the customer acknowledges these general terms and conditions to be a component part of the contract between him/her and AZG.

2. Subject of the contract

AZG undertakes to provide the service for the activity requested by the customer, which it offers according to its descriptions.

3. Conclusion of contract

Upon receipt of the booking confirmation from AZG or by mutual expression of will over the telephone/Whatsapp/E-Mail or at the point of sale, a contract is concluded between the customer and AZG. From this time forward, the rights and obligations arising from the contract shall become effective for the customer and AZG.

4. Prices

The prices are stated in Swiss francs and are subject to change without notice.

5. Terms of payment

The total amount of the agreed service is due before the start of the activity. Payments not made in a timely manner shall entitle AZG to withhold services, to charge default interest of 7% or to dissolve the contract.

6. Cancellation or change of the order by the customer

The customer can withdraw from the contract before the start of the activity by means of notification via email, telephone or at the AZG sales office. The cancellation only becomes valid after confirmation by AZG. In the event of each cancellation or change of order, the customer will be charged the following share of the total amount of the agreed service:

10 days to 1 day before the start of the activity before 12:00 noon:

- For a total amount of the booking up to CHF 1'000.-	CHF 100.-
- For a total amount of the booking between CHF 1'000.- and CHF 3'000.-:	CHF 200.-
- For a total amount of the booking between CHF 3'000.- and CHF 6'000.-:	CHF 400.-
- For a total booking amount of CHF 6'000.- or more:	CHF 500.-

1 day before the start of the activity from 12:00 noon 100% of the total amount

The start of the activity is always understood to be the first day of the booked service. 1 day before the start of the activity means a cancellation made by 12:00 noon at the latest on the day before the first day of the activity. Otherwise, 100% of the total amount of the agreed service will be charged.

There is no right to a refund if:

- the activity cannot be carried out due to delay or non-appearance of the customer. Any additional costs arising from the postponement or late arrival of the customer shall be borne by the customer.
- the customer starts an activity only after it has started or leaves it before it has ended.
- the customer does not make use of individual days for bookings lasting several days.

7. Cancellation or change of the order by AZG before the start of the activity

AZG is entitled to cancel the activity if justified by their actions and omissions. The provisions regarding the cancellation costs pursuant to Item 6 shall come into force in this case. AZG is entitled to cancel or prematurely terminate the activity if the activity is endangered or made impossible by force majeure, weather and natural conditions, official measures, security risks or failure to reach the minimum number of participants. The customer shall be provided with equivalent replacement services. If the customer declines to accept the replacement service, full payment shall be due.

8. Programme change or cancellation of the activity after the start of the activity

AZG reserves the right to change the activity programme or individual agreed services if external circumstances (e.g. force majeure, weather and natural conditions, official measures or security risks) make this necessary.

There is no right to reimbursement for:

- Closure of tourism service providers such as mountain railways, trains, hotels or restaurants due to weather or natural conditions (e.g. official severe weather warnings) or due to official measures (e.g. pandemic).
- Illness or accident on the part of the customer

To cover the two previous cases, AZG recommends that the customer take out cancellation costs insurance. Such an agreement can also be concluded directly with AZG.

9. Eligibility requirement

A good state of health and communication skills in German, French or English are required for all activities. The participant commits to notify AZG about any possible health-related problems. Taking part in any activity is forbidden under the influence of drugs or alcohol, psychotropic or similar. It is the duty of the participant to follow the eligibility requirements and to strictly follow the instructions of AZG, the guide or auxiliary person. If the eligibility requirements are not fulfilled by a participant or if the participant does not follow instructions, AZG reserves the right to exclude the participant from the activity. The participant has no right to refund if the exclusion takes place after the start of the activity.

The special requirements according to our safety concept apply.

10. Regulations of age and body height

Please note our regulations of age and body height, which are available under the following link:

<https://alpinzentrum.ch/en/about-us/>

11. Insurance/non-liability

The participant is not insured by AZG. The participant must have adequate health and accident insurance (including for sporting accidents). Cancellation insurance is recommended. Despite the expert and safe execution of the activities, accidents are possible. AZG assumes no liability and participation is entirely at the participant's risk.

12. Privacy

The personal data will be processed lawfully. Processing is carried out in good faith and is proportionate. Personal data will only be obtained for a specific purpose that is recognizable to the person concerned; it will only be processed in a way that is compatible with this purpose. Personal data will be destroyed or made anonymous as soon as it is no longer necessary for the purpose of processing.

We make sure that the personal data is correct. The appropriateness of the measures depends in particular on the type and scope of the processing and the risk that the processing poses to the personality or fundamental rights of the data subjects.

If the consent of the data subject is required, this consent is only valid if it is given voluntarily for one or more specific processing operations after appropriate information has been provided.

Consent must be given expressly for:

- a. the processing of personal data requiring special protection;
- b. high-risk profiling by a private person; or
- c. profiling by a federal body.

13. Protection of personality rights for AZG employees

Photography and filming as well as false or unintentional portrayals of the AZG guides/employees are prohibited. Personal data such as telephone numbers, e-mail addresses and other contact details are confidential.

14. Claims

The leader of the activity must be informed immediately in writing about complaints or possible claims which must be confirmed by AZG. However, the leader of the activity is not authorized to acknowledge claims in the name of AZG, although the leader will try to find a remedy within the program. Claims for damages must be sent

to AZG within four weeks after the conclusion of the activity and must be received in writing by registered mail. The confirmation of the activity leader as well as any and all evidence must be enclosed in the letter. All claims expire if the claim is sent too late or if the complaint is neglected or made too late during the activity.

15. Applicable law

This contract between the Participant and the Organizer is governed by Swiss law. The respective ordinances are valid. If these general ordinances stipulate more strict limitations of liability or liability requirements, then the terms of these ordinances shall be applied.

16. Jurisdiction

The sole jurisdiction for any and all disputes resulting from this contract shall be in Thun, BE, Switzerland.

17. Translations

The Customer agrees that these General Conditions, as well any other documents published by us have been originally drawn up in German. Although translations in other languages of any of the documents may be available, such translations may not be complete. Accordingly, you agree that in the event of any conflict between the German language version of the documents and any other translations thereof, the German language version shall always prevail.

Saanen, 31 July 2024