

## General Terms and Conditions

### GENERAL INFORMATION

#### 1. Cable car companies/collective bargaining association

Under the brand "Adelboden-Lenk ...Dänk!" and the name "Ski- und Bikeregion Adelboden-Lenk" (hereinafter referred to as "SBR Adelboden-Lenk"), multiple providers form a common collective bargaining association: Bergbahnen Adelboden-Lenk AG, Tschentenbahnen AG, Bergbahnen Engstligenalp AG, Elsigentalp-Bahnen AG, Skilifte Metschalp AG, Sportbahnen Jaunpass AG.

The tickets of the collective bargaining association which entitle holders to services are provided independently by the individual cable car companies. The point of sale only acts as its representative. As a result, only the respective company is obliged to provide the individual services and to pay compensation in the event of any incidents.

#### 2. Validity of the General Terms and Conditions (GTC)

The General Terms and Conditions apply to all services and products (hereinafter referred to collectively as "Products") provided by the cable car companies of SBR Adelboden-Lenk.

By purchasing a Product, the customer accepts these General Terms and Conditions.

Deviating regulations will only be valid if they have been expressly agreed upon by both parties in writing.

Furthermore, when using certain services provided by the cable car companies of SBR Adelboden-Lenk, these services may be subject to special provisions. If necessary, the customer will be informed of this before they use the service in question.

A written version of these GTC can be obtained from SBR Adelboden-Lenk or downloaded from [www.adelboden-lenk.ch](http://www.adelboden-lenk.ch).

#### 3. Contract conclusion

The contract with the rail companies of SBR Adelboden-Lenk is concluded when it is unconditionally accepted by the customer, that is, when the customer purchases one or more products.

Online orders will only be deemed to have occurred if they are confirmed by SBR Adelboden-Lenk in writing (by post or email). The rights and obligations arising from the contract, including these GTC, will take effect from the time at which the confirmation is sent.

#### 4. Services

The services of the rail companies arise from the service description in the cable car brochures, the offer description in the online shop, the electronic media or other written offers. Special prices, special requests or ancillary agreements will only form part of the contract if they have been confirmed in writing (by post or email).

The resale or assignment of services booked with SBR Adelboden-Lenk to third parties is not permitted. In these cases, SBR Adelboden-Lenk is entitled to cancel the booking.

### TICKETS

#### 5. Prices

Purchases will be made at the best daily price which is the most favourable at the time and which is available for the selected date of stay in the online shop or at checkout. Last-minute, weekend or special promotional prices available in the database will be taken into account during booking (excluding promotions with specific partners). Prices may fluctuate during the booking process. In this case, the customer will be informed of this before payment is made.

The prices can be found in the respective offer or the valid price lists of SBR Adelboden-Lenk and the individual cable car companies. Only the prices displayed in our online shop or communicated at our checkouts are valid. SBR Adelboden-Lenk and the individual cable car companies cannot guarantee prices from partners displayed on their monitors or in any other form.

Other agreements with customers are reserved. Price changes can occur on any date.

Prices are inclusive of VAT. Changes in tax or other relevant tax rates will entitle SBR Adelboden-Lenk to adjust its prices without prior notice.

All prices are in Swiss Francs (CHF). Prices in foreign currencies are indicative and calculated at the current daily rates of SBR Adelboden-Lenk. Change is generally provided in Swiss Francs.

In addition to the prices of the tickets, a deposit of CHF 5.00 will be charged for the data carrier (keycard). The deposit will be refunded when the keycard is returned. Any defective data carriers will be replaced for a processing fee plus another deposit of CHF 5.00. The keycard can be topped up repeatedly at SBR Adelboden-Lenk points of sale and in the online shop.

Please count change immediately. Complaints made at a later date cannot be considered.

#### 6. Terms of payment

Payment will be made immediately upon conclusion of the contract. Tickets can generally not be purchased on credit or on account. Any exception must be agreed upon in advance and will only be valid if it has been confirmed in writing.

If payment is made on account, the customer will undertake to pay the amount invoiced by the due date specified in the invoice. Objections to the invoice must be raised in writing and substantiated within 10 days.

If the customer fails to comply with their payment obligation within the payment period, they will be in default without any further reminder at the end of the period and will have to pay default interest totalling 5%.

If payment is not made following the second reminder, SBR Adelboden-Lenk will be entitled to discontinue all services to the customer without further notice.

SBR Adelboden-Lenk reserves the right to request payment in advance in whole or in part for services. If a foreign billing address is used, a credit card number with an expiry date and the card verification number (CVC) must be provided. This also applies to bookings made from abroad. Other agreements between the customer and SBR Adelboden-Lenk are reserved.

If the customer is in default of payment of the deposit, SBR Adelboden-Lenk will be entitled to withdraw from the contract.

Bank transfer and check fees will be borne by the sender.

## **7. Electronic booking**

### **7.1. Order types**

There are three different order types for Products sold in the SBR Adelboden-Lenk online shop at [www.adelboden-lenk.ch](http://www.adelboden-lenk.ch).

#### **7.1.1. Pick-up**

The ticket can be picked up on-site at ticket machines or points of sale upon presentation of the order confirmation.

#### **7.1.2. Recharge**

The ticket will be loaded onto an existing keycard. No exchange is required.

#### **7.1.3. Mobile/print@home**

Single tickets can be booked as a barcode ticket. The ticket can be printed out or held out to the reader on the turnstile using your mobile phone directly. No exchange is required.

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

The corresponding vouchers/confirmations of purchase will be sent free of charge via email and must be printed out or stored electronically by the customer themselves. If necessary, the vouchers/confirmations of purchase must be presented to the cable car or checkout personnel in paper or electronic form.

If the corresponding voucher has already been sent to the customer before the fee to be paid for this has been credited to us, the corresponding ticket will cease to be valid until payment has been made in full, with the company being entitled to withhold the services enshrined in the voucher until payment of the fee owed for this has been made in full.

In any case, the customer is responsible for protecting their confirmations of purchase (vouchers) against theft or unauthorised reproduction. It must be noted that non-personal services will be awarded to the first person to present the valid document. The company will disregard subsequent proof that the person who presented the

document is not the same as the person who ordered it/the customer.

### **7.3. Cancellations**

The services purchased with the order from the shopping cart can neither be cancelled nor reversed.

### **8. Validity of tickets**

All tickets are personal and non-transferable (with the exception of points cards). There is no entitlement to any subsequent exchange.

The tickets will only be valid during the published opening times. The tickets will not be valid for evening and special events outside the operating times unless expressly stated otherwise.

In the case of evening and special events, the conditions published in connection with the offer will apply. These GTC have subsidiary validity.

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

All multi-day tickets are generally linear (consecutive days), and days cannot be selected individually. This does not apply to multi-day tickets for 5 of 7 days and 10 of 14 days, whereby the guest decides on how to use the days within a certain period of validity. Unused tickets will be neither refunded nor carried over to the next season.

### **9. ID requirement**

Any ticket can be checked in the area at any time. At the request of the cable car staff, the lift ticket holder must identify themselves using a valid identity card or equivalent ID.

Discounted tickets will only be valid with a discount card, which must be presented during checks.

### **10. Loss or theft**

When purchasing a ticket, the buyer will receive a purchase/blocking number receipt. Tickets can only be replaced in the event of loss or theft upon presentation of this receipt.

A processing fee of CHF 5.00 and the deposit for a new data carrier of CHF 5.00 will be charged.

### **11. Misuse/forgery**

A guest acting with the intention of unlawfully enriching themselves or others and/or damaging the transport companies' assets or other rights will be considered misuse. Forgery is when a ticket or receipt has been created, modified, reproduced or supplemented or otherwise manipulated without authorisation or if it contains erasures.

Misuse, forged or blocked tickets will be confiscated. A regular day ticket must be purchased. Misuse will also result in a surcharge of CHF 200.00 being charged. In the event of forgery, this surcharge is CHF 400.00. Anyone who fails to pay the aforementioned amounts immediately must provide collateral. Otherwise, a guest may be expelled from the ski area. If collateral is ordered, payment must be made within three days. Otherwise, the

case will be forwarded to the court and further fees may be charged. Any incomplete attempt at misuse will result in the same consequences.

Civil and criminal prosecution is reserved.

## 12. Refunds

Tickets and online vouchers can generally not be exchanged, modified or returned/refunded. In particular, there is no entitlement to any refund if operations are interrupted due to force majeure or official orders. There is also no entitlement to reimbursement in the event that operations are disrupted or due to season-related reduced cable car operation.

### 12.1. No refund in the event of failure to use the facilities

Failure to use the facilities will not result in an entitlement to exchange, modify, transfer or refund all or part of any tickets purchased.

### 12.2. No refunds in the event of pandemic protection measures

If the official regulations for cable cars and/or winter sports areas change in relation to pandemic protection measures (e.g., introduction of certificate requirements), SBR Adelboden-Lenk implementing these will not result in any entitlement to withdraw from the contract. As a result, there will be no entitlement to return or exchange tickets purchased, and these cannot be refunded.

### 12.3. No refund in the event of a power shortage

There will also not be any refunds in the event of an officially ordered or voluntary closure of all ski resorts in the entire area due to electricity rationing as a result of economic conditions (with the exception of winter season ticket holders, see point 12.8.).

### 12.4. Refund for dynamically priced tickets

The integrated insurance of "Europ Assistance" is used for dynamically priced tickets.

The insurance grants the policyholder pro rata temporis compensation for the unused portion of the ski pass due to the following events:

- In the event of accident, illness or death of the insured person
- In the event of accident, illness or death of a relative
- Weather conditions: Storm, avalanche risk and excessive snowfall which reduces the number of lifts (sections) in operation in the station area to less than three\* (if the nearest lift is more than 30 minutes away by car/public transport from holiday accommodation or overnight holiday stay location (Tourismus Adelboden-Frutigen-Lenk perimeter)). \*excluding mini-lifts and individual ski lifts: The specific list can be found in the GTC of Europ Assistance at [www.adelboden-lenk.ch](http://www.adelboden-lenk.ch).

The customer is responsible for asserting any claims for refunds to their insurance provider. All requests for refunds must be made to "Europ Assistance" immediately. Any entitlement to a refund will lapse after this.

Further details can be found in the GTC of Europ Assistance at [www.adelboden-lenk.ch](http://www.adelboden-lenk.ch).

### 12.5. Refunds for group tickets, ski camp tickets

Refunds in the event of an accident or illness can only be covered by ski pass insurance from Europ Assistance (Schweiz) Versicherungen AG (surcharge CHF 4.00/day).

### 12.6. Top4 ski pass refunds

The separate conditions of Top4 (see [www.top4.ski](http://www.top4.ski)) apply to Top4 ski passes.

### 12.7. Adelboden-Lenk winter season ticket refunds

All customers are recommended to take out ski pass insurance from Europ Assistance (Schweiz) Versicherungen AG when purchasing a winter season ticket. Details can be found in the GTC of Europ Assistance at [www.adelboden-lenk.ch](http://www.adelboden-lenk.ch). The customer is responsible for immediately asserting any claims for refunds to their insurance provider.

Refunds can be provided no later than the end of the current season, after which the entitlement to a refund will lapse. A processing fee can be deducted.

Without insurance, there will be no entitlement to a refund/extension in the event of poor weather, avalanche risks, unforeseen departure, interruptions of operations, ski piste closures, closure of ski resorts or parts of ski resorts due to poor weather conditions, excessive snowfall, avalanche risks, etc.

Any opportunity to conclude an insurance policy retroactively is excluded once the pass has been used for the first time.

### 12.8. Refund in the event of cancellation of operations

In the event of an officially ordered closure, voluntary closure or partial closure as a result of a pandemic, epidemic or other event, including a power shortage, the holder of an Adelboden-Lenk winter season ticket designated at the time of the announcement will receive a refund "pro rata temporis", i.e., the days on which the ticket could not be used will be reimbursed in proportion to the length of the season. The length of the season, in this case, is the period from 1 December 2024 to 30 March 2025.

If a purchase is made during or after a lockdown or an official or voluntary closure or partial closure of the ski resort, there will be no entitlement to a refund for the previously announced or previous closure, but rather only in the event of future closures. The refund will only be granted if SBR Adelboden-Lenk must close Adelboden-Lenk for a period of at least 8 consecutive days in the entire area of validity. Closures lasting 7 consecutive days or less will not result in an entitlement for a refund. The number of closures ordered is not relevant in relation to refunds. If facilities remain in operation, there will be no entitlement to a refund.

### 12.9. Adelboden-Lenk and Lenk summer season ticket refunds

There will be no refunds for Adelboden-Lenk summer season tickets or Lenk summer season tickets.

### 13. Combination offers/experiences

#### 13.1. Definition of a combination offer

Combination offers are predefined combinations of an SBR Adelboden-Lenk service (ticket or ski pass) and at least one service from an external partner (e.g., food in a mountain restaurant). Combination offers are always offered at a total price.

#### 13.2. Cancellations/refunds for combination offers

Booked and paid combination offers can generally not be cancelled. If the combination offer cannot be carried out on the desired date due to interruptions of operations resulting from force majeure, operational disruptions, season-related reduced cable car operations or official orders, another date can be chosen after consulting with SBR Adelboden-Lenk. If no further date can be found during the stay due to the postponement, the booked service will be refunded in any case.

#### 13.3. Services of external partners

The external provider provides its service exclusively under its own responsibility and is solely responsible for any claims arising from non-performance or poor performance.

### 14. Purchase of vouchers

Vouchers are sold by the individual cable car companies directly. The terms and conditions of the respective provider are decisive. The Adelboden-Lenk ski region does not sell vouchers itself.

Vouchers which have been issued free of charge (sponsorship, PR purposes, shareholder tickets, etc.) will not be renewed after they expire.

## OTHER PROVISIONS

### 15. Disclaimer

The cable car companies of SBR Adelboden-Lenk are only liable for service disruptions and damage which can be attributed to intentional or grossly negligent actions. Any further liability as well as liability for auxiliary persons is excluded to the fullest extent permitted by law.

In particular, any liability is excluded to the extent permitted by law for personal injury and property damage arising from

- failure to observe markings and signage (information boards, barriers, avalanche hazard warnings, etc.)
- disregarding instructions and warnings from staff or the ski patrol and rescue service
- breaches of duty committed on snow sports facilities and other facilities of the cable car companies
- travelling outside the secured and marked pistes and slopes

- engaging in high-risk sports such as freeriding, freeskiing, downhill biking, paragliding, etc.
- mountain biking on all hiking and biking paths as well as trails and roads
- using hiking and tobogganing paths
- insufficient piste grooming
- thefts or personal injury and property damage by third parties

The cable car companies also assume no liability to the extent permitted by law:

- in the event of loss of personal effects, valuables, cash, jewellery, photography and video equipment, etc.;
- in the event of loss, theft, damage or misuse of checks, credit cards and the like;
- for programme changes which are the result of failure to comply with the timetables of railway, bus, ship or air transport companies etc.;
- for events and excursions in SBR Adelboden-Lenk which the customer has not booked at SBR Adelboden-Lenk points of sale.

Liability is also excluded if non-performance or incorrect performance is attributable to the following causes:

- lateness and the behaviour of the customer;
- lateness and the conduct of third parties who are not involved in the provision of services;
- force majeure or events that are not foreseeable or preventable.

With regard to rented storage depots, no liability is assumed for lost objects and valuables. The storage depots must be emptied at the end of each season. After this, the contents will be disposed of.

Liability for any product damage is governed by the Product Liability Act (PrHG).

Each passenger is responsible for ensuring the proper transportation of sports equipment and luggage. In the event of damage or loss or the endangerment of third parties as a result of improper transport, any liability is excluded to the extent permitted by law.

Persons who damage or contaminate facilities, travel equipment or other installations of SBR Adelboden-Lenk must pay the repair or cleaning costs. Intentional damage will also be reported to the police.

Passengers must behave in such a way that their safety, the safety of other passengers and the facility and the environment are not put at risk. Under no circumstances may they impede operations.

Any complaints from ticket holders regarding the provision of services by the cable car companies of SBR Adelboden-Lenk must be addressed immediately to the company in question or the staff. If these are not reported immediately, any claims will lapse to the extent permitted by law.

### 16. Safety on the pistes/rescue service

The FIS rules of conduct must be observed at all times.

The instructions of the staff, in particular the ski patrol and rescue service, must be followed.



Disregarding the instructions of the staff as well as reckless behaviour (in particular, disregarding the FIS and SKUS rules, disregarding signals, instructions and barriers, riding in forest and wildlife protection areas as well as avalanche-prone slopes) can result in the immediate withdrawal or blocking of the ticket without compensation. An expense and administration fee of CHF 200.00 (for season & annual tickets CHF 400.00) will also be due. The ticket will remain blocked until the expense and administration fee has been paid. The purchase of a new season or annual ticket will not be permitted until all outstanding expenses and administration fees have been paid.

Outside of cable car operating hours and after the final check, the pistes and slopes will be closed and thus off-limits. For safety reasons, riding or walking on the pistes after the pistes have been closed is forbidden. The opening hours of the facilities and pistes can change at any time.

Ski trails (pistes marked in yellow): These pistes have been secured and marked, but are neither groomed nor checked.

According to the SKUS guidelines, the pistes in our ski area are exclusively intended for skiers and snowboarders. People with disabilities on downhill equipment in a seated position, such as mono and dual ski outriggers, uniskis, dualskis and tandem skis, etc., can only be permitted to use the pistes and slopes if they are able to follow the FIS rules of conduct for skiers and snowboarders and if their companions are appropriately trained.

**If the customer has an accident in the area of a company and this results in the rescue service being called, the customer will be charged an amount of CHF 300.00 excl. VAT plus material costs. If they must be rescued outside the marked pistes, the costs will be higher. Costs of third parties (helicopter transport, doctor, Alpine rescue, etc.) are to be paid directly by the customer. The customer will be responsible for any claims for reimbursement vis-à-vis an accident insurance provider.**

#### **17. Insurance**

The customer of SBR Adelboden-Lenk is not insured by SBR Adelboden-Lenk. The guest is independently responsible for ensuring adequate insurance coverage, such as health and accident insurance, etc.

#### **18. Data protection/use**

Protecting processed data is very important for SBR Adelboden-Lenk. The privacy policy of SBR Adelboden-Lenk is published on the website [www.adelboden-lenk.ch](http://www.adelboden-lenk.ch).

It forms an integral part of these GTC.

#### **19. Amendment of the General Terms and Conditions (GTC) and the other contractual provisions**

SBR Adelboden-Lenk reserves the right to amend these GTC or parts thereof and the other contractual provisions at any time. The currently valid version is always available on the website of SBR Adelboden-Lenk.

#### **20. Applicable law and place of jurisdiction**

Swiss law applies exclusively to all contractual relationships. The application of the "Vienna Sales Convention" (CISG) is expressly excluded.

The place of jurisdiction is Thun, Switzerland, unless mandatory statutory provisions prescribe a different place of jurisdiction.

Lenk, September 03, 2024