



General Terms and Conditions

(GTC)

Saastal Bergbahnen AG

version June 2021

1. General information

The General Terms and Conditions (hereinafter the “GTC”) apply to all services and products provided or offered by Saastal Bergbahnen AG (hereinafter the “STB”). Specific provisions may additionally apply to certain special services provided by STB. The customer’s attention will be drawn to such provisions before using any services affected by such provisions. Use of STB’s services will be deemed to be acknowledgement of these GTC. A written copy of these GTC can be obtained from STB.

1.1 Agreement

The agreement with STB comes into effect on purchase of one or more than one of STB’s services. From this point on, the rights and obligations under the agreement, including these GTC, will take effect.

1.2 Services

Our services are listed in the description of services in the price leaflet and in electronic media. Special prices and special services will only be components of the agreement if they have been confirmed in writing in a legally binding manner.

1.3 Identification duty

The customers must identify themselves on request by the pay desk and lift staff.

1.4 Transport

By selling a cable car ticket, STB undertakes to transport the valid holders of the ticket and their equipment in accordance with these GTC. This includes use of all prepared and marked pistes as well as the hiking paths and sledging runs maintained by STB.

1.5 Validity of the ski, sledging and hiking passes, as well as the Magic Pass

The above-mentioned passes are only valid during the daytime and during the published operating hours. Different provisions apply to events outside of operating hours. Separate tickets must be purchased for the night-time sledging events.

Ski passes are issued for periods of between ½ day and 21 days. A monthly pass is also available. The season ticket is valid in the summer from 1 June until 31 October and in the winter from 1 November until the end of the winter season. The annual pass is valid for one year from the date of purchase. From 6 days, an extension of 1 or 2 days is possible. A sledging or bike day pass can be purchased for the Hannig cable car.

1.6 Pedestrian tickets

Pedestrians may purchase single tickets for every lift.

The tickets for a one-way trip (ascent or descent) are valid for 1 day. Return tickets, on the other hand, are valid for 10 days.

Each return ticket may be used from any station with the same or a cheaper price for the return journey. In winter, pedestrians may additionally purchase the winter hiking pass (valid for 6 days, 4 days or 2 days on all lifts where skiing is not in operation).

1.7 Age classes and categories

Children:	up to 5.99 years	free
Juniors:	6 to 15.99 years	junior price
Youths:	16 to 19.99 years	youth price
Adults:	from 20 years	adult price

A group is where at least 20 ski, sledging and hiking passes (irrespective of the category) are purchased for the same area, period and from the same effective date.

Groups of at least 20 skiers will be charged the group price. There are no free tickets. Groups must notify STB in advance and in writing providing a list of names in order to be granted the group price.

Groups of at least 10 pedestrians will be charged the group price. For every group of 10 persons, 1 person goes free. For the purpose of calculating the group size, children and holders of a Half-Fare travelcard (*Halbtax*)/GA travelcard (*Generalabonnement*) may be counted in full.

Family tickets may also be integrated into groups but the free journeys do not count for the purpose of determining the size of the group.

Travel agencies and bus companies only receive reduced ski, sledging and hiking passes if they have entered into an agreement with the cable car companies.

2. Prices and terms of payment

2.1 Prices

The prices for cable car tickets are published in the price leaflet (exact name with year) and on the Internet. The prices for the cable car tickets are per person and inclusive of value added tax. All cable car tickets are for a specific person and are not transferable. All multi-day tickets are linear (subsequent days); the days cannot be individually selected. Exceptions are the flexible passes (5 in 7 days, 8 in 10 days, 11 in 13 days), whereby the guests themselves decide on the use within a defined period of time. The unused days are not reimbursed or transferred to the next season.

In the event that the prices differ between the individual leaflets and electronic media, the applicable provisions will be those in the price leaflet and on the Internet at saas-fee.ch.

In addition to the ticket prices, STB makes a one-off charge of CHF 5.00 (per RFID data medium, key card). These cards become the property of the purchaser and may be used repeatedly and, in some cases, also in other winter sports areas.

2.2 Payments

The payment is made immediately after conclusion of the agreement. As a general rule, it is not possible to purchase cable car tickets by credit card or on account. Any exception in this respect must be agreed in advance and is only valid if it has been confirmed in writing (including e-mail) by STB.

For all services and products, the customers undertake to pay the invoiced amount by the due

date stated on the invoice. Objections to the invoice must be made in writing giving reasons within 10 days.

If the customers do not comply with their payment duty within the payment term, they will fall into default on expiry of this term without a further reminder being necessary and must pay default interest of 5%. If the payment is not made even after the second reminder, STB is entitled to cease providing all services to the customers without further notification. We reserve the right to require a down payment or partial down payment for services. For foreign invoice addresses, a down payment must be made as a guarantee.

2.3 Changes to prices and services

STB expressly reserves the right to amend descriptions of services and price information on the Internet and in leaflets and price lists up until when the agreement is concluded.

2.4 Currencies

The price information contained in the leaflets is always in Swiss francs. The conversion into euros is based on the current exchange rate. As a general rule, change is given in Swiss francs.

3. Tickets

3.1 Reimbursement

Tickets already purchased and/or used cannot be subsequently exchanged for other tickets. Furthermore, there is no right to reimbursement for individual or all lifts being closed or as a result of the ticket holder falling ill or having an accident.

However, it is possible to take out insurance for these events which allows fully comprehensive repayments in the following cases:

- no more than five lifts open in the area for which the ski pass is valid owing to unfavourable weather conditions (storm, danger of avalanches, snowdrifts);
- in the case of an accident, illness or death of the insured person;
- in the case of an accident, illness or death of a related party of the insured person or persons with a close family connection.

STB therefore absolutely recommends taking out PassProtect ski pass insurance in advance (www.skicare.ch). This must be taken out prior to the first use. This can be taken out at any Saastal Bergbahnen counter and covers the following services:

Rates

	Daily rate	Yearly premium
SkiCare	CHF 5.-	CHF 98.-
PassProtect	CHF 3.-	CHF 63.-

Ski pass insurance covers

Covers	SkiCare (Assistance)	PassProtect
Rescue on the runs	✓	
Ambulance transportation	✓	
Helicopter transportation	✓	
Urgent medical costs	✓	
Replacement driver	✓	
Refund ski pass	✓	✓
Refund ski lesson	✓	✓
Refund ski material	✓	✓
Cover for accompagnant	✓	
Medical reparation	✓	
Legal advises	✓	

Should STB make a reimbursement in spite of this, an administration fee of CHF 7.00 will be charged.

Selective ski passes valid throughout the season can only be insured against accident, illness or death (SkiCare).

3.2 Lost tickets

Should someone lose a multi-day pass (more than 2 days), it will be replaced in return for provision of the sales receipt (cancellation code receipt). In such a case, the costs of CHF 5.00 for the new data carrier will be charged.

3.3 Misuse / misconduct

A photo of each customer is automatically generated at the access systems to the ski area. All passes are personal and non-transferable. Any instance of misuse or misconduct on the pistes and on the lifts will result in an administration fee of CHF 500.00 or CHF 1100.00 respectively and the immediate withdrawal of the pass. Should the behaviour be repeated, criminal charges will be pressed. We reserve the right to invoke civil or criminal law measures.

If the ticket holders breach the above provisions, do not comply with instructions from the cable car staff or behave in a reckless manner, STB is permitted to exclude them from using the cable cars and pistes and revoke the ticket without compensation.

Anyone putting the safety and security of the ski area at risk through drunkenness or drug abuse may be temporarily or permanently excluded from using the cable cars and pistes.

Anyone who damages or contaminates lifts and facilities belonging to STB must pay the repair and cleaning costs in full. In the event of intentional damage, we reserve the right to press criminal charges.

3.4 Transportation for the purpose of carrying out a sport

If the weather conditions are unsuitable for carrying out the sport, especially where there is a danger of avalanches, persons may be excluded from being transported to carry out the sport.

Moreover, people may be excluded from being transported to carry out a sport if they endanger third parties immediately prior to the intended transportation and there are reasons to believe that they will continue to endanger third parties. In cases of repeat offences or in particularly serious cases, the ticket or the ski, sledging or hiking pass may be revoked.

Third parties are deemed to have been put at risk if the person in question:

- has acted in a reckless manner;
- has skied down a slope where there is a danger of avalanches;
- has failed to comply with instruction and prohibition signs which are there for safety reasons;
- has failed to comply with the safety instructions of the supervisory and rescue services.

3.5 Reductions/discounts

Reductions and discounts cannot be combined.

4. Non-provision of services

If STB is temporarily unable to provide its services arising from the transport agreement as a result of circumstances which it is unable to avoid, the purchaser of a cable car ticket will not accrue any claims against STB. This applies, in particular, to the following cases:

- operational closures and piste closures owing to force majeure such as the effects of wind and weather, danger of avalanches, strikes or official orders;
- capacity overload of the transport systems;
- operational disruptions, for example owing to technical defects or power cuts.
- Epidemic/Pandemic

5. Accident

If ticket purchasers suffer an accident in STB's ski area or when using the cable cars, they are permitted to use the company's rescue service. The following fees will be charged for using STB's rescue service:

Rescue by way of rescue sledge:	CHF350.00
Rescue ski-doo:	CHF200.00
Ambulant treatment:	CHF100.00

Outside of the marked pistes = double fee

Subsequent transport from the end of the piste or the bottom station to the doctor will be carried out by the ambulance.

Other costs of third parties (for example Rega, doctor's visit) must be paid directly by the customer. It is the customers' responsibility to file any reimbursement claims with their insurance company.

It is also possible to conclude the skiCare insurance mentioned above, which covers various services. See clause 3.1 (Reimbursement) for details.

6. Complaints/liability

All complaints by the ticket purchasers which concern the services provided by STB must immediately be addressed to STB or its employees. If the ticket purchasers fail to make an immediate notification, all claims against STB will lapse.

STB is liable for personal injury and damage to property which is caused by it or its employees in accordance with the following provisions. Subsidiarily, the relevant provisions of the Swiss Code of Obligations apply. To the extent permitted by law, liability is limited to gross negligence and intent. STB's liability for personal injury and damage to property is notably excluded in the case of accidents as a result of:

- non-compliance with instructions, that means ignoring markings and information boards, departing from the secured and controlled pistes;
- ignoring instructions and warnings from cable car staff or the piste and rescue service;
- ignoring warnings regarding risks of avalanches;
- negligent or intentional behaviour at lifts and on pistes;
- carrying out risky sports such as freeriding, downhill biking, paragliding, etc.;
- insufficient piste preparation.

In all other respects, STB's liability is essentially based on the guidelines on the safeguarding duty for winter sport pistes. STB is not liable for accidents which take place outside of the secured and marked pistes unless STB is responsible for a grossly negligent or intentional breach of its safeguarding duty. Any liability for accidents on hiking routes and sledging runs is excluded.

STB is liable for personal injury and damage to property which results from non-performance of this agreement in the framework of these GTC and applicable Swiss laws.

All liability for theft in the ski area or for damage to property by third parties is excluded.

The STB expressly notes that risks are associated in performing certain sport we offer such as scooter fun, sledging, full moon skiing or virgin skiing and in performing some of our other activities such as Swiss Glacier World, Ice Pavillon or Fondue Gondola. In making use of or performing these offers, a customer declares that he/she agrees to enter into these risks at his/her own risk and only makes use of activities which are at the level of his/her skills and abilities. STB liability is excluded for emotional distress, personal injuries or property damage which result from the use or performance of our offers.

If sport activities or other activities must be canceled for reasons of force majeure, the purchaser will not accrue any claims against STB. Further the purchaser is not entitled to any refund from STB if

he/her does not make use of a part of the services. For some sport activities or other activities offered by STB, a minimum number of participants is stipulated. If this number is not reached STB may cancel the activity. In this event, STB will not refund the customer the price paid. Any additional claims are excluded.

7. Customer data

STB undertakes to comply with all applicable data protection laws in connection with the management and processing of all customer data and customer user data.

Customer data will only be used to maintain and improve customer relations, quality and service standards, to maximise operational safety or in the interest of increasing sales, product design, prevention of crime, economic reference values, statistics and invoicing.

The customer hereby acknowledges and agrees to STB being entitled, in cases where it provides its services jointly with third parties, to make customer data available to the third parties concerned to the extent that this proves necessary to provide the services.

In all other respects, disclosing customer data to third parties is only permitted with the express consent of the customer. An exception will only apply if STB has a statutory duty to disclose personal data to third parties.

8. Final provisions

Notifications by e-mail are deemed to have been made in writing.

The agreement between the customer and STB is governed by and construed exclusively in accordance with Swiss law.

Place of jurisdiction for all disputes arising from this agreement is Visp.

Saas-Fee, June 2021

Please note that this wording is only a translation of the German original.

In the event of any inconsistency or ambiguities in the meaning of any word or phrase in this translated version, the German version will prevail.