



# GENERAL TERMS AND CONDITIONS

We are delighted that you are interested in travelling to the Aletsch Arena, and we appreciate the trust you have placed in us. Please read the following General Terms and Conditions (GTC) of Aletsch Arena AG carefully. [Version - 21.10.2021](#)

## A – AA as broker

### Art 1. – Our mandate

Aletsch Arena AG (hereinafter “AA”) shall perform the tasks of information, animation, advertising and sales for local tourism in the Aletsch Arena on behalf of the municipalities (Bettmeralp, Fiesch, Fieschertal, Lax, Mörel-Filet and Riederalp), as well as Aletsch Bahnen AG and Verein Aletsch Tourismus.

### Art. 2. – Third-party services

AA shall make a booking platform available to service providers <sup>1</sup> (hereinafter referred to as “SP”), such as hotels, holiday homes, group accommodations, cable cars, sports shops, ski schools, etc. for marketing their services. The guest shall conclude the agreements directly with the SP chosen by him (with regard to the contractual terms and conditions of the individual SP, see section C below). AA is not a party to these agreements and is therefore not liable for the proper performance thereof. AA has been instructed by the affiliated SPs to handle the booking and collect the booked services on their behalf.

### Art. 3 – AA's own services

In some cases, AA offers its own services, such as give-aways, the Gletschi programme, etc., in its own name. These are marked separately.

These services are subject to the provisions of Section B.

### Art. 4 – Mixed shopping cart

1) The guest may combine the services offered on the Booking Platform, such as accommodations, mountain rail/cableway tickets, events, etc. for a complete holiday stay tailored to his needs. The guest is directly responsible for the selection, combination and coordination of the individual items with each other (in terms of timing, location, etc.). AA is under no obligation to check the composition of the shopping cart for the correct selection, combination and coordination of the individual items.

2) Even if the guest books different services at the same time, he shall conclude a separate agreement with the selected SP for each item in the shopping cart. Each agreement shall exist independently of the other booked services.

## B – General provisions

### Art. 5 – Updating of information

The services advertised on the platform are not binding offers on the part of AA or the individual SP. The SP shall prepare the service descriptions, availabilities, prices, etc. on its own responsibility. AA and the individual SP reserve the right to change tenders and prices at any time or to discontinue services in whole or in part. The

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<sup>1</sup> In order to facilitate legibility, the text of these GTC uses male forms. Nevertheless, the information refers to members of both sexes.



information and prices displayed in the shopping cart prior to booking are controlling for the purpose of concluding the agreement.

#### **Art. 6 – Prices**

1) The price to be paid for the individual service selected may depend on the chosen season, length of stay, the selected features (e.g. room type), etc. The final price is displayed in the shopping cart. The guest's payment obligation extends to all booked services. Prices are stated in Swiss Francs. Unless expressly stated otherwise, prices include all surcharges, taxes and duties, including Swiss VAT.

2) The SP has the option of presenting its services with a best-price guarantee. Offers that include the best-price guarantee are specifically highlighted in the online shop. With the best-price guarantee, the SP guarantees the guest that he will not find a better price for the exact same service on any other platform. The only exception is the SP's own sales channel (website). If the guest nevertheless finds a cheaper offer on another platform, the SP must reimburse the guest for the difference.

#### **Art. 7 – Booking with user account**

1) In order to book services through the booking platform, the guest may create a user account. The guest undertakes to provide truthful information.

2) The user account may not be opened under an invented name or pseudonym. The guest's permanent address of residence must be indicated, including the correct indication of his country of residence. The user account of aletscharena.ch (as well as all related websites) stores the data necessary for processing transactions relating to the shopping basket (see Data Privacy Notice). Booking confirmations, invoices, notices regarding booked services (e.g. print@home tickets), etc. will be sent to the e-mail

address provided in the user account. The email preferences can be managed in the user account.

3) The guest is responsible for the correctness and updating of the data. If the guest enters information about third parties, he himself must have the relevant permission. The guest is responsible for keeping the access data secret in his own interest. If there is any suspicion of misuse of the account, AA must be contacted immediately. Credit card data are not processed in AA's systems; this is done solely through the special service providers (acquirers or payment service providers) connected to the checkout.

4) The deletion of a user account may be requested by the guest himself. Deletion is not possible, however, as long as valid (non-extinct) rights of use are listed in the user account. After deletion, the user account is no longer accessible, cannot be reactivated and all services associated with the user account, such as newsletters, service notifications, etc., shall be discontinued. Internally, the user account shall remain stored until the expiry of the statutory retention period and shall be accessible to administrators; thereafter, it shall be irretrievably deleted.

#### **Art. 8 – Booking without a user account**

The guest is under no obligation to create a user account in order to complete a booking; rather, he may complete a booking as a "guest". In this case, although the data are also stored in a central database of AA (see Data Privacy Notice), the guest must re-enter his data for each booking.

#### **Art. 9 – Booking for more than one person**

If the guest books services for other persons, only the booking guest shall be a party to the Agreement for the SP and AA. The guest shall be responsible for paying for all services booked, and AA shall be entitled to invoice all services through the guest. The booking guest is responsible for the fulfilment of all such persons' obligations.



### **Art. 10 – Conclusion of agreements**

1) By placing services and goods in his shopping cart and clicking on the "Order (for a fee)" button, the guest makes a binding request to the SP chosen by him to conclude the agreements based on the individual shopping cart items. If the guest places different services in the shopping cart, he shall conclude an agreement with each individual SP selected by him, which shall be independent of the other agreements.

2) If the SP has its own contractual provisions, these shall be indicated accordingly in the online shop and shall be binding on the guest. With regard to the payment and cancellation terms and conditions, those of AA shall apply in all cases (see Art. 11 – Terms of payment and cancellation).

3) The guest must be at least 18 years of age in order to conclude the agreement. However, if a higher age is required for full capacity to act in his country of residence, the guest may only enter into a booking after that age has been reached.

### **Art. 11 – Terms of payment and cancellation**

#### *Collection*

1) Collection shall be carried out directly by AA on behalf of the SP.

2) swissbilling SA is the service provider that allows the guest to pay for the order easily and safely on account. The invoice shall be sent to the guest separately by swissbilling after the order has been placed. The guest may decide whether to receive the invoice either by e-mail or by post. For new customers, the maximum value of the first order to be paid via swissbilling is CHF 2,000.00. Payment shall be due within 30 days. For security reasons, the billing address and the delivery address must match. Before the transaction is approved, swissbilling reserves the

right to run a credit check with CRIF Ltd. in Zurich (Tel.: 044,913 50 50, [www.crif.ch](http://www.crif.ch)).

#### *Binding prices*

3) The prices listed in the booking confirmation in Swiss francs are binding. The prices may be adjusted if taxes, duties, charges, increases in transport costs or the like are introduced or increased up to three (3) weeks before the start of service.

#### *Obviously incorrect booking*

4) In the event of an obviously incorrect booking due to system-related errors in the booking system, the agreed prices are void. In such a case, AA shall have the right to cancel the booking without compensation.

#### *Deadlines for cancellations*

5) If the guest withdraws from the Agreement, the SP, represented by AA, shall charge the following cancellation fees to the guest:

- \* 60 days before arrival: none
- \* 59 – 30 days before arrival: 50% of the total price
- \* 29 – 15 days before arrival: 80% of the total price
- \* 14 – 0 days before arrival: 100% of the total price

6) Cableway product:

If any portion of the service cannot be used due to accident, illness or death, a certificate from a doctor from the region or the hospital report from a Upper Valais hospital centre must be presented for the reimbursement of the service used only in part. The refund is calculated on the basis of the difference between the booked service and the number of days used.

#### *Cancellation*

7) Services booked via AA's booking platform may only be cancelled or rebooked via AA's service centre. The declaration of withdrawal shall take effect on the date on which it is received by AA. If



the guest is late in accepting the service or fails to make full use of it, the entire invoice amount shall remain due.

8) The AA is entitled to retain a handling fee in the event of a cancellation by the guest.

9) In the event of cancellation of an event/offer by the organiser due to bad weather, the AA will refund 100%.

#### *Cancellation insurance*

10) AA recommends taking out travel insurance or travel cancellation insurance.

## C – AA's services

### **Art. 12 – Guest card**

#### *Definition*

1) Guests who stay overnight in one of the communities of Bettmeralp, Fiesch, Fieschertal, Lax, Mörel-Filet and Riederalp and pay visitor's tax will receive a guest card during their stay and thus enjoy selected services. The digital guest card can be obtained directly from your landlord via Quick Check-In before your arrival.

#### *Validity for guests*

2) From one night in a hotel in the municipalities of Bettmeralp, Fiesch, Fieschertal, Lax, Mörel-Filet and Riederalp, guests receive a guest card for the duration of their stay. The guest card is valid for the entire duration of the stay, including the arrival and departure day of the guest. After that, the guest card automatically loses its validity. The guest card is non-transferable and may only be used by the person to whom the guest card is issued. Upon request, a valid identity document must be presented.

#### *Validity for persons exempt from the tourist tax*

3) Persons exempt from the tourist tax do not receive a guest card. The following groups of persons are exempt from the tourist tax:

- all persons domiciled in the municipality where the tourist tax is due. As a rule, the term "domicile" shall be defined in accordance with the Swiss Civil Code;
- all persons visiting a family member exempt from the tourist tax. Relatives are persons who qualify as statutory heirs of a grandparent, as well as their spouses;
- children under the age of six; those between the ages of six and sixteen pay half the tax;
- pupils, apprentices and students of schools recognised and subsidised by the Canton of Valais during the school term;
- patients and inmates of hospitals, retirement homes, nursing homes and care institutions licensed by the State of Valais;
- members of the armed forces, civil defence, fire brigade and similar services, provided they are in service.

#### *Scope of the guest card*

4) Each guest is entitled to use the services designated for the guest card in accordance with [aletscharena.ch](http://aletscharena.ch).

5) The guest acknowledges that the operating and business hours of certain SPs may not coincide with the entire promotion period due to the season and that the guest therefore may not be able to claim all services.

6) AA is entitled to terminate agreements with the SP relating to the guest card for good cause even during the validity period of the guest card. As a result, the holder of the guest card may not make any claims against AA, the accommodation companies, the partner companies affected by the



termination of the agreement or other third parties.

7) If the accommodation company is sold during the period of validity of the guest card, the guest will not be reimbursed.

8) The SP may refuse to provide card services in justified cases. Grounds for refusal include in particular: Natural events and other cases of force majeure, maintenance work, repairs, endangerment of third parties, overcrowding of the facilities, breach of regulations of the service partners, refusal to present a valid identity document or similar grounds. In such a case, the guest shall not have any claims for performance or damages against AA and the SP.

9) When using a card service, the guest must present the guest card to the SP without being requested to do so. The guest card can be checked using different (technical) procedures. At the request of the SP, the guest must also present a valid identity document. If the guest is unable or unwilling to do so, the guest card benefit may be refused by the SP.

10) If a guest card service is to be used, a service agreement shall be concluded exclusively between the guest and the respective SP; thus, any GTC of the SP may also apply.

11) If the services offered on the guest card are not used, the guest will not be reimbursed.

12) The card does not include any insurance benefits.

13) If the guest wishes to receive a digital guest card, he must log in to the online shop accordingly and create a user account. A digital guest card requires a user account in AA's online shop, without exception.

#### *Transfer*

14) Any transfer or reproduction of the card is prohibited. If the guest card is transferred, the guest shall also be liable for any misuse of the card by third parties.

#### *Misuse*

15) In the event of misuse or suspicion of misuse of the guest card, AA and the SP are entitled and obligated to withhold the guest card without replacement and, if necessary, to block it. Proven misuse or a well-founded suspicion of misuse is subject to a fine of CHF 300.

#### *Theft and loss*

16) In the event of theft or loss of the guest card, it may be printed out or saved again (e-tickets).

#### *Changes*

17) Subsequent changes or corrections to the guest card by the accommodation company shall invalidate the current guest card.

18) AA may inform the guest via e-mail of any changes or additions to the services on the guest card.

#### *Warranty or compensation claims of the guest*

19) The holder of the guest card acknowledges that AA is only responsible for processing between the holder of the guest card and the SP of the guest card. The holder of the guest card waives any warranty or compensation claims against AA, no matter if the SP of the guest card is at fault in the event of damage. The Parties agree that, in the event of a liability occurrence, AA shall not be liable for any such claim. Likewise, the holder of the guest card shall not be entitled to any damages from AA if any of the SP's indicated services on the guest card are not performed.



### **Art. 13 – Brokering of accommodations**

#### *In general*

1) With regard to the accommodation companies, the guest shall conclude an AA-brokered agreement with the selected accommodation.

#### *Scope of accommodation services*

2) The number of persons (including children) in the accommodation shall not exceed the number specified in the agreement. The terms and conditions (pets, smoking, etc.), which are highlighted in the service description, and the house rules must be observed. If the guest fails to comply with these obligations, the SP may grant him a short grace period in which to remedy the situation that is in breach of the agreement and, upon expiry of the grace period without compliance by the guest, terminate the agreement without notice. The price paid will not be refunded. The foregoing shall be without prejudice to claims for damages by the SP.

3) If the service is not in accordance with the contractual agreement or if the guest suffers a loss, the guest shall be entitled and obligated to report such defect or loss to the relevant SP immediately.

4) In the event of failure to submit a complaint to the SP on site, the guest's claims shall automatically expire.

5) The guest is liable for any damage he causes during his stay. Any damage must be reported to the SP prior to departure. If the guest fails to report any damage caused, he shall be responsible for any additional expenses associated with proving the damage.

#### *Guest control*

6) According to the "Act on Accommodation, Catering and the Retail Sale of Alcoholic Beverages" of the Canton of Valais,

accommodation providers are required to carry out a guest check. Every guest must truthfully complete and sign the registration form and identify himself by means of an official document. All other details are set out in Art. 15 of the Act.

#### *Tourist tax liability*

7) According to the "Regulations on the Tourist Tax of the Municipalities of Bettmeralp, Fiesch, Fieschertal, Lax, Mörel-Filet and Riederalp", guests who stay overnight in the destination municipalities and do not have a domicile there are subject to the tourist tax. The tourist tax is charged per night. The destination municipalities have assigned the collection of tourist taxes to AA in accordance with "SGS 935.1 – Tourism Act" (Art. 21 para. 3<sup>ter</sup>). All other details are set out in the Tourist Tax Regulations.

## **D. Final provisions**

### **Art. 14 – Liability**

Any liability of AA for personal injury, property damage and financial losses is excluded insofar as permitted by law. Liability for auxiliary persons is excluded in full.

### **Art. 15 – Side agreements**

There are no oral side agreements to these GTC. Side agreements of any kind, as well as amendments or additions, must be made in writing in order to be valid.

### **Art. 16 – Ombudsman**

Prior to any litigation, the guest may contact the Ombudsman of the Swiss Travel Industry, P.O. Box, CH-8038 Zurich, at any time. The Ombudsman shall always strive to reach a fair and balanced decision in disputes between travellers and travel organisers.



**Art. 17 – Applicable law and jurisdiction**

The relationship between the guest and AA shall be governed by Swiss law. The exclusive place of jurisdiction for any resulting disputes shall be Brig.

**Art. 18 – Data Privacy Notice**

Data Privacy Notice of AA:  
<https://www.aletscharena.ch/en/data-privacy>

Mörel-Filet, 21 October 2021