

**greatest glacier of the alps**



# **BOOKING CONDITIONS**

## **Aletsch Bahnen AG (ABAG)**

### **1. Scope**

These Booking Conditions govern the contractual relationship between the CLIENT and Aletsch Bahnen AG (hereinafter ABAG) for sales via the webshop (shop.aletscharena.ch). Please also note the applicable Data Protection Regulations, the Terms and Conditions of Use of the shop.aletscharena.ch website and the Tariff and Transport Regulations and read these carefully.

### **2. Services**

ABAG provides the following services via the webshop:

- Sale of lift tickets
- Rental of baggage carts on the ABAG site
- Sale of vouchers
- Sale of Experience products

#### **2.1. Lift tickets**

**2.1.1.** The sale of lift tickets is governed generally by the ABAG Tariff and Transport Regulations, insofar as these Booking Conditions do not contain any specific regulations.

**2.1.2.** The provisions on exchanges/refunds contained in the ABAG Tariff and Transport Regulations are applicable and apply mutatis mutandis to the rental of baggage carts and the sale of vouchers and Experience products. The CLIENT is advised to take out accident and cancellation insurance.

#### **2.2. Types of order**

The following different types of order exist in the ABAG webshop:

##### **2.2.1. Pickup at vending machines or points of sale:**

The product you have booked is delivered to you in the form of a voucher. This voucher, which will be issued to you by email, can be redeemed locally at one of the ticket machines or ticket offices of Aletsch Bahnen in Betten valley station, Mörel or Fiesch by scanning the voucher. There the ticket you have booked is printed free of charge.

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## 2.2.2. Loading onto a keycard:

The ticket you have booked is loaded onto an existing keycard in your possession. You can do this using the keycard number on the back of the card. The keycard will then grant you direct access to the ski area.

## 2.2.3. Loading onto a SwissPass:

If you have a SwissPass (the travel pass of the Swiss Federal Railways), you can load your ski pass onto it by entering your SwissPass number and postcode in the web shop and then pass straight through the turnstiles when you arrive.

## 2.2.4 Mobile barcode

When booking a single ticket, you will receive a voucher with a barcode by e-mail, which gives you direct access to the lifts. Load this barcode onto your mobile or print it out, then scan it directly at the turnstile at the resort.

## 3. Conclusion of contract

3.1. ABAG confirms commissions, bookings and orders of the CLIENT via a booking confirmation. The booking confirmation, these Booking Conditions and the fee to be paid by the CLIENT to ABAG for the services (payment) are components of the contractual relationship with the CLIENT.

3.2. The contract only comes into force upon delivery of the booking confirmation by ABAG. The booking confirmation will be sent by e-mail.

## 4. Prices, booking and payment

4.1. The booking is made at the best current daily price available in the reservation system for the selected travel date. Last-minute, seasonal, weekend or special-offer prices available in the database are taken into account during the booking process.

4.2. The services are set out in the offer description on the internet and in the booking confirmation.

4.3. As soon as the booking is validated, the CLIENT shall receive a written confirmation from ABAG. The booking confirmation describes the services included in the price. The booking is only valid once the booking confirmation has been received.

4.4. The CLIENT pays ABAG the price confirmed by the reservation system in full and by credit card.



## 5. Resale

The resale of services booked with ABAG to third parties at higher or lower prices is not permitted. In such cases, ABAG shall be entitled to cancel the booking, in particular if the CLIENT has provided the third party with untrue information about the type of booking or payment at the time of the transfer/sale.

## 6. Liability

**6.1.** In the case of ABAG's own services, ABAG shall be liable only for disruptions to services attributable to intentional or grossly negligent acts; any further liability shall be excluded to the extent permitted by law. Liability for auxiliary persons shall be excluded to the full extent permitted by law.

**6.2.** In particular, ABAG shall not be liable if the non-performance or incorrect performance is attributable to the following causes:

- the negligence or conduct of the CLIENT;
- the negligence or conduct of third parties who are not involved in the provision of services;
- Force majeure or unforeseeable/unavoidable events.

**6.3.** Liability for any product defects shall be governed by the Product Liability Act.

**6.4.** Furthermore, and to the extent permitted by law, ABAG assumes no liability for: the loss of personal effects, valuables, cash, jewellery, photographic and video equipment, etc.;

- the loss, theft, damage or misuse of cheques, credit cards and the like;
- programme changes that arise because train, bus, ship or air transport companies, etc. have not kept to their timetables;
- events and excursions in the Aletsch Arena region which the CLIENT has not booked with ABAG.
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**6.5.** In all other respects, the liability provisions of the Tariff and Transport Regulations shall apply.

## 7. Place of jurisdiction

All legal relationships between ABAG and the CLIENT shall be governed exclusively by Swiss substantive law, to the exclusion of any conflict of law rules. The exclusive place of jurisdiction is Brig.