

BOOKING CONDITIONS WINTER 2023 / 2024

ALETSCH BAHNEN AG (ABAG)

1. Scope of application

These Booking Conditions govern the contractual relationship between the CUSTOMER and Aletsch Bahnen AG (hereinafter ABAG) for sales via the webshop (shop.aletscharena.ch) of the Aletsch Arena AG.

These Booking Conditions Winter 2023/2024 apply to services used by the CUSTOMER in the period between 1 November 2023 and 30 April 2024, irrespective of the time of booking. For services used by the customer up to 31 October 2023 or from 1 May 2024, the Booking Conditions Summer 2023 or 2024 shall apply, irrespective of the time of booking.

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. Details

ABAG provides the following services via the webshop:

- Purchase of mountain railway tickets
- Rental of baggage carts on the ABAG site
- Sale of vouchers
- Sale of Experience products

2.1 Cable car 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 Winter 2023/2024 are applicable and apply mutatis mutandis to the rental of baggage carts and the sale of vouchers and Experience products.



2.2 Types of order

The following different types of order are available in the Aletsch Arena AG webshop:

2.2.1 Pickup at a ticket machine or at the sales counters:

The product you have booked is issued to you in the form of a voucher. This voucher, which is sent to you by email, can be redeemed locally at one of the Aletsch Bahnen ticket machines or sales counters. There the ticket you have booked is printed free of charge.

2.2.2 Loading onto a Key Card:

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

2.2.3 Loading onto a Swiss Pass:

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 email, 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.

2.3 Cancellations / Refunds

Combined offers that have been booked and paid for cannot be cancelled or refunded.

All guests are advised to take out appropriate insurance when purchasing a ski pass to insure themselves against any losses in connection with a service they are unable to use. When purchasing a ski pass via the webshop, suitable insurance products from a third-party provider (SOLID Försäkrings AB; <u>www.skicare.ch</u>) can be purchased. The "SkiCare" insurance policy (CHF 5 per day extra) offers guests temporary and subsidiary insurance covering the cost of rescue, transportation and treatment in the event of a skiing accident. The "PassProtect" policy (CHF 3 per day extra) covers the reimbursement of your ski pass, ski rental and ski lessons in case of accident, illness or adverse weather conditions. Insurance for season and annual passes can also be purchased. For further details and the General Terms and Conditions of Insurance of SOLID AB, please visit <u>www.skicare.ch</u>.

Please note that the insurance contract is concluded in each case between the guest and the insurance provider and is governed exclusively by the insurance provider's terms and conditions of insurance. ABAG is not a party to this contractual



relationship. It is the customer's responsibility to assert any insurance claims against the insurance company.

3. Conclusion of contract

- 3.1 Aletsch Arena AG confirms the CUSTOMER's commissions, bookings and orders by issuing a booking confirmation. The booking confirmation, these Booking Conditions and the fee to be paid by the CUSTOMER to ABAG for the services (payment) are components of the contractual relationship between ABAG and the CUSTOMER.
- 3.2 The contract comes into force only upon delivery of the booking confirmation by Aletsch Arena AG. 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 CUSTOMER shall receive a written confirmation from Aletsch Arena AG. 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 CUSTOMER pays Aletsch Bahnen AG the price confirmed by the reservation system in full by credit card.
- 4.5 The children's and teens' "Schgi fer frii" promotion is available from the webshop only. A physical Swiss Pass is required for age verification and for data storage. The offer is available for children and teenagers (from age 6 to 19.99 years). When purchasing multi-day ski passes, the Saturday is automatically free.

5. Resale

The resale of services booked in the Aletsch Arena AG webshop 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 CUSTOMER 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 CUSTOMER;
 - 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 CUSTOMER has not booked with ABAG.
- 6.5 Furthermore, the liability provisions of the Tariff and Transport Regulations applicable at the time when the service is used 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.