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TARIFF AND TRANSPORT REGULATIONS

Aletsch Bahnen AG (ABAG)

General

These Tariff and Transport Regulations apply to all services and products provided by ABAG in connection with passenger transport.

By purchasing a ski pass, annual pass or another ticket, the customer acknowledges the following Tariff and Transport Regulations and takes note of the service description detailed below.

Please note the applicable Booking Conditions as well as the Data Protection Regulations and the Terms and Conditions of Use of the shop.aletscharena.ch website and read these carefully.

- All journeys outside the official travel times are not included in the ski pass / single ticket, etc.
- For the purchase of discounted tickets (children, young people, half-day, etc.), official identification stating the date of birth is required and must be presented even if it is not requested. No fares other than the normal fare will be granted if the relevant identity documents are not presented.
- ABAG reserves the right to alter prices and timetables, brochure and webshop details and service descriptions at short notice.
- All prices are in Swiss francs and include VAT at 7.7%.
- If payment is made in euros, the respective daily exchange rate applies.
- Please count your change immediately; we regret that complaints cannot be considered retrospectively.

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- If tickets are issued on keycards, a deposit of CHF 5.00 will be charged. The deposit will be refunded upon return of the keycard. If the keycard is damaged, the deposit will not be refunded. The keycard can be recharged as often as necessary at ABAG sales outlets and on the web shop.
- At shop.aletscharena.ch, you can buy tickets at the current daily price.

Safety on the slopes / Rescue service

- The FIS rules of conduct and SKUS guidelines must always be observed.
- Downhill routes (yellow slopes): these downhill runs are secured and marked, but they are not prepared and no piste checks are carried out.
- In line with SKUS guidelines, the slopes in our ski area are for the exclusive use of skiers and snowboarders. Vehicles that are intended for use in a seated position, such as SnowBobs, are prohibited and will not be transported on any facilities in the Aletsch Arena. People with physical disabilities requiring them to be in a seated position are exempt from this.
- For security reasons, the use of drones in the area of the stations, lifts, slopes and the snow park is prohibited. In addition to this, the privacy of all persons in the ABAG development area must be respected. Without the official approval of ABAG, drones may not be operated within 100 metres of a crowd or in the areas listed above.
- Outside operating hours and after the final check, slopes and downhill runs are closed and therefore off-limits. For safety reasons, it is forbidden to ski or walk on the slopes once the pistes are closed.
- The instructions of the personnel, in particular those of the piste and rescue service, must be followed.
- Freeriders and off-piste skiers are obliged to report risk of avalanches, closed-off forest and game reserves and, in particular, hazards to third parties.

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- Any improper use of a ski pass or other ticket and any reckless behaviour or endangerment of third parties (in particular non-compliance with FIS and SKUS rules; disregard of signals, instructions and barriers; and skiing on closed slopes, in forest and wildlife sanctuaries and on slopes where there is a risk of avalanches) will result in the immediate withdrawal of the ticket without compensation. For holders of half-day, one-day, or multi-day passes, compensation of CHF 200.00 will be due for costs and expenses if the pass is withdrawn. For season and annual passes, compensation of CHF 400.00 will be due for costs and expenses.
- If a ticket holder suffers an accident while using the lifts or in the ABAG ski area, they can make use of the ABAG rescue service. Use of the ABAG rescue service is subject to a charge based on the separate tariffs of the "Valais Cantonal Rescue Organisation, KWRO". The ABAG rescue service, ambulance transport and other third-party costs (e.g. Air Zermatt, medical expenses, etc.) are to be paid directly by the client. It is therefore recommended that you take out supplementary insurance.

Exchange/refund

- Purchased tickets cannot be exchanged, modified or returned/refunded.
- In particular, there is no entitlement to exchange, modification or return/refund in the event of interruptions of service or restrictions due to force majeure in any form (such as bad weather, interruption of services, risk of avalanche, lack of snow, restrictions to or cessations of services by order of a public authority, etc.) or if the reasons for non-use of a ticket are attributable to the client (such as premature departure, illness, etc.).
- Loss of tickets: when purchasing a ticket (except single tickets), the buyer receives a sales receipt/blocking code. Lost tickets can only be replaced on presentation of this receipt.
- The operating times communicated for the transport systems are for information purposes only. They are subject to weather, snow and slope conditions. ABAG reserves the right to close individual facilities in the event of low visitor traffic or bad weather conditions. There is no entitlement to exchange, modification or return/refund in this case.

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- The Valais SkiCard and the SnowPass Valais are subject to the separate conditions of the Walliser Bergbahnen (www.bestofsnow.ch).
- The Upper Valais ski pass is subject to the separate conditions of the Oberwalliser Bergbahnen (www.oberwalliser-skipass.ch).
- Aletsch Bahnen AG will clean or replace at its own expense a guest's dirty clothing, provided that this was caused by an ABAG lift facility. The damage must be reported in person and directly to an employee at the nearest lift facility. The amount of the refund is calculated based on the condition the garment is received in. The life expectancy of ski clothing is considered to be a maximum of 4 years. For older items of clothing, there is no right to a refund.

Checks / Misuse / Forgery

- Any ticket can be checked at any time within the ski area. Reduced tickets are only valid with a discount card, which must be presented during checks.
- All tickets such as ski passes, season and annual passes are personal and non-transferable. The transfer of any ticket to a third party, whether free of charge or in return for payment, is prohibited and shall be considered as misuse.
- Actions by a guest which aim to unlawfully enrich the guest or another person and/or damage the property or other rights of the transport company shall be considered as misuse.
- In particular, examples of forgery include tickets or receipts that have been created, modified, reproduced, supplemented or otherwise manipulated, such as erasures, without authorisation.
- Misuse or forgery will result in the immediate withdrawal of the ticket and compensation of CHF 200.00 (or CHF 400.00 for season or annual tickets) will be due for costs and expenses. We reserve the right to take civil or criminal measures in the event of misuse or forgery of tickets.
- Persons who do not immediately pay the compensation fee for costs and expenses must provide a guarantee. The guest may be expelled from the ski area.
- Attempting to misuse tickets carries the same consequences.

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Liability

- Any complaints from ticket holders regarding the provision of services by ABAG must be addressed immediately to ABAG or its staff. If no immediate notification is made, any claims against ABAG shall be forfeited to the extent permitted by law.
- ABAG shall be liable for personal injury and damage to property caused by it or its personnel in accordance with the following provisions. The relevant provisions of the Swiss Code of Obligations also apply on a subsidiary basis.
- To the extent permitted by law, ABAG's liability is limited to grossly negligent and deliberate actions.
- However, ABAG's liability for damage to property and personal injury shall be excluded to the full extent permitted by law in the event of individual misconduct, in particular as a result of:
 1. Failure to follow instructions, i.e. disregarding markings, barriers and information boards, leaving the secured and monitored slopes
 2. Disregarding the instructions and warnings of the staff or of the piste and rescue services
 3. Disregarding warnings of risk of avalanche
 4. Negligent or intentionally non-compliant behaviour on lifts and ski slopes
 5. Practising high-risk sports such as freeriding, freeskiing, downhill biking, paragliding, etc.
 6. Mountain biking on any hiking or biking trail, as well as on cycle paths and roads
 7. Inadequate slope preparation
- Any liability is also excluded in the following cases, as far as legally permissible:
 1. Accidents outside the secured and marked pistes
 2. Accidents on footpaths and sledge runs
 3. Theft in the ski area, personal injury or damage to property by third parties
- Furthermore, ABAG's liability is essentially governed by the guidelines of the Obligation to Ensure Safety for Snow Sports Runs and Summer Activities. However, the limitations of liability mentioned above are reserved in all cases.

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- Each passenger is responsible for the proper transport of sports equipment and luggage. In the event of damage or loss as well as endangerment of third parties through improper transport, any liability is excluded to the extent permitted by law.
- Persons who damage or dirty ABAG's installations, vehicles or other equipment must pay the repair or cleaning costs. Deliberate damage will also be reported.
- Passengers must not behave in a way that may threaten the safety of other passengers or the installation, or damage the environment. Under no circumstances may they interfere with company operations. Your behaviour must be in keeping with the ABAG Code of Conduct.

Contractual parties, applicable law and place of jurisdiction

- The contractual relationship between Aletsch Bahnen AG and its clients, including the conclusion and validity of the contract, is governed exclusively by Swiss law, without recourse to conflict of laws standards.
- The sole place of jurisdiction for any disputes is Brig.
- The application of the "Vienna Sales Convention" (CISG) is expressly excluded.

Bettmeralp, 30 April 2021