

# BOOKING CONDITIONS

## 1. Scope

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

## 2. Services

ABAG provides the following services to CLIENTS:

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

### 2.1. Lift tickets

2.1.1. For the sale of lift tickets, the Tariff and Transport Regulations of ABAG are also of particular relevance.

2.1.2. The guidelines for the exchange/refund of lift tickets purchased online can be found in the Tariff and Transport Regulations of Aletsch Bahnen AG. The CLIENT is also advised to take out accident and cancellation insurance.

### 2.2. Order types

There are different order types in the Aletsch Bahnen AG web shop. You can choose between the following options:

#### 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 you will receive by e-mail, can be redeemed on site at a vending machine or at one of the Aletsch Bahnen sales points in Betten Tal, Mörel or Fiesch by scanning the voucher. The ski ticket you have booked will then be printed free of charge.

#### 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 Single ticket:

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.

### 2.3 Cancellations/refunds:

- In principle, combined offers that have been booked or paid for cannot be cancelled.
- If part of the combined offer cannot be used due to accident, illness or death, a certificate from a doctor in the region or a hospital report from an Upper Valais hospital must be presented for reimbursement of the partially used service. The refund is calculated based on the difference between the service that was booked and the number of days used. There is a processing fee of CHF 10 per person.
- The CLIENT is advised to take out accident and cancellation insurance at the time of purchase.

## 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 is concluded either between ABAG and the CLIENT or – if ABAG is acting as an intermediary – directly between the CLIENT and the service provider.

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

## 4. Service description

The products, services and packages offered or procured by ABAG are rented or sold with the equipment and under the conditions specified in the description of the offer in the web shop.

## 5. Prices

5.1. 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.

5.2. ABAG has the right to increase prices in the event of the introduction or increase of fees, charges, taxes or transport costs after the contract has been concluded.

## 6. Booking and payment

6.1. 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.

6.2. The services are set out in the offer description on the Internet and in the booking confirmation.

6.3. 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.

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

## 7. Liability

7.1. 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.

7.2. 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.

7.3. Liability for any product damage shall be governed by the Product Liability Act.

7.4. 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.

## 8. 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.