

# GENERAL TERMS & CONDITIONS

Valid from 1.6.2022

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## A. GENERAL PROVISIONS

### 1. Application and scope

The following General Terms and Conditions (GTCs) apply to all services, events and products (hereinafter called "services") provided by Monte Tamaro SA, via Campagnole 6, 6802 Rivera whether in return for payment or free of charge and govern the contractual relationship between you as a customer (hereinafter called "customer") and Monte Tamaro SA (hereinafter called "MT").

Upon making use of any services provided by MT, the customer shall be deemed to have acknowledged the validity of these GTCs. These GTCs may be obtained in written form from MT or downloaded online.

The following general provisions shall apply to all services of MT. They shall form an integral part of the contract.

### 2. Contract conclusion

A contract with MT shall be deemed to have come about upon its unconditional acceptance, i.e. upon purchasing one or more of the services provided by MT. From this time on, the rights and obligations established within the contract, including these GTCs, shall apply.

A contract shall not be deemed to have come about until MT has given its confirmation (acceptance / issue of ticket) of the written, telephone or electronic booking or registration of the customer (request / purchase of ticket).

### 3. Object of the agreement

MT assumes responsibility for providing the requested service as described in the confirmation order. Service extensions can be considered upon consultation with MT. Any extra costs will be borne by the customer.

### 4. Services

MT undertakes to provide the services as described in the currently applicable brochures and electronic media and other written offers of MT. Special rates, special requests or collateral agreements shall not apply unless they are confirmed in writing.

All other information material not produced by MT and / or information provided by third parties shall be non-binding and shall not establish an obligation on the part of MT.

### 5. Offers and booking platforms

The deadline for accepting offers from MT is 14 days, unless a different period is agreed. Should the deadline expire on a Saturday, Sunday or public holiday, it will be carried over to the next working day. After this period MT will no longer be bound by the offer. After this period, MT shall no longer be bound by the offer. MT reserves the right to withdraw from an offer before the expiry of the acceptance period, if the offer has not yet been accepted by the customer.

Where a booking is made via an electronic booking platform, the terms and conditions published on that platform shall additionally apply.

MT reserves the right to change these offers at any time.

A binding contract shall not come about until the booking has been confirmed by MT, subject only to the applicable conditions. Any and all liability is declined prior to this time.

### 6. Prices

The prices are indicated in the respective offers or currently applicable price lists of MT. MT reserves the right to apply an exchange rate of the day.

The prices, unless otherwise stated, are per person and include VAT at the current rate. Any increase in VAT occurring between the conclusion of a contract and the provision of the service shall be assumed by the customer.

Any specific agreements between customers and MT shall take precedence. Prices are subject to change at any time and for any date without notice, subject to the provisions of Article 5.

## 7. Terms of payment

Payment is due immediately upon the conclusion of the contract. Any exceptions to this rule must be agreed in advance and shall not apply unless confirmed in writing. MT reserves the right to demand prepayment, either in whole or in part, for the services to be provided or the deposit of a credit card number with expiry date and CVC security code number may be required as a guarantee.

Where payment is made on account and advance payment (including partial payment), the customer undertakes to pay the amount shown on the invoice by the due date specified on the invoice. Objections to the invoice must be justified in writing within 10 days (date of postmark or by email).

Should the customer fail to meet his payment obligations within the allotted time he falls into arrears without further reminder and is liable to pay interest of 5% on arrears. From the point in time that the customer is in arrears with payment, MT shall be entitled to discontinue all services to the customer without further notification.

Where the customer is in default with paying the deposit, MT shall be entitled to withdraw from the contract. This shall constitute a change or cancellation by the customer. In this case, the following terms pursuant to clause 9 of the GTCs ("Cancellation by the customer") shall apply, unless agreed otherwise.

In the event of a payment default, MT reserves the right to charge the costs of reminders, address investigation and credit rating inquiries, including lawyer's fees. In the case of insolvency, protection from creditors, bankruptcy, etc., MT has the right to take all necessary steps to minimize damage and recover payment.

## 8. Vouchers

MT vouchers may only be redeemed at the MT business branch indicated on the voucher or in the online shop [shop.montetamaro.ch](http://shop.montetamaro.ch). Vouchers with a validity of 5 years, as well as gift vouchers or vouchers for other special promotions (as indicated on the vouchers themselves) cannot be renewed. On the other hand, ordinary vouchers with a duration of less than 5 years and whose validity has expired can only be renewed once (for a maximum total validity of 5 years) and only upon presentation of a proof of purchase.

In the event of a price increase for a product, the difference must be paid at the time of collection or extension of validity.

Vouchers cannot be exchanged, refunded or credited towards a subsequent purchase of a service.

In case of loss or theft of the vouchers, no compensation can be claimed from MT.

## 9. Cancellation or Contract Modification by the Customer

Cancellations or significant changes of contracts must be in writing and as early as possible. Cancellations are only valid after consulting with the MT and obtaining their agreement. All received documents (confirmation, tickets, coupons, etc) must be attached and returned at this time or sent by registered letter.

Any deviating agreements between the customer and MT shall remain reserved. The date on which MT receives written notice of cancellation shall be decisive for invoicing purposes.

In the case of the third-party vendors / platforms / partner, the cancellation conditions of the respective vendor / platform / partner apply. These potential costs can be additionally added to the bill. Any additional costs will be invoiced.

The customer is not entitled to refund in the event of a delayed start, postponement or premature termination of the activity for which the customer is responsible. In such cases, any additional costs incurred by MT are to be borne by the customer, whereas the following applies in relation to the services described below:

- a. Online Tickets (E-Tickets), vouchers or tickets bought at the facilities:
  - Not refundable.
- b. Guided tours:
  - Not refundable.

- c. Full cancellation of group reservations (more than 10 participants):
- Up to 15 days before the activity: no costs
  - 14-3 days before the activity: 10%
  - Up to 48 hours before the activity or non-appearance: 50%
  - If the group has a confirmed reserve date, these conditions only apply on the reserve date.

d. Partial cancellation of group reservations (more than 10 participants):

Partial cancellation of a group reservation means a reduction in the number of 10 or more participants. If such a cancellation is not communicated up to 48 hours before the activity, a penalty of 50% of the cost of the service booked will be applied.

## 10. Withdrawal from the contract by the customer

In the event the customer terminates a service before its conclusion or abandons it, they shall not be entitled to a refund. The customer shall be liable for any additional costs incurred as a result.

## 11. Withdrawal from the contract by MT

MT reserves the right to cancel the program on short notice if participants cause the fulfilment of a contract to be endangered or made impossible by their behaviour, their omissions, or other actions (examples with number 12). In this case the regulation of the cancellation costs applies in accordance with number 9.

Force majeure means (non-exhaustive list) safety problems, official regulations, strikes, uncertain weather and natural conditions or force majeure and other circumstances over which MT has no control, as well as in case of MT's own decision.

If a programme or parts of a programme cannot be carried out due to force majeure, MT is entitled to withdraw from the contract. Good cause in this context shall be (non-exhaustive list) safety and security concerns, official regulations, strikes, uncertain weather and nature conditions or force majeure and other circumstances over which MT has no control, as well as in case of MT's own decision. Paid fees will be returned minus charges for services rendered and any expenditures.

Any claims for compensation extending beyond this shall be excluded. Changes to programmes as well as delays to time schedule are expressly reserved in case of valid reasons. MT will strive for an equivalent service replacement; however, it shall not be under any legal obligation to do so.

MT may also withdraw from the contract under the following conditions:

- If there are legitimate reasons due to the behaviour (in particular non-compliance with safety rules) or the psychophysical state of the participants (Article 11).
- If MT establishes that events were booked based on misleading information or misrepresenting essential facts.
- If MT has legitimate reason to believe that an event or its participants will endanger smooth business operations, the security or reputation of the company, MT in general or its guests.

## 12. Conditions of Participation, Obligations of the Participant

Good health is necessary in order to take part in all activities. The participants are obligated to inform the organizer of any possible health problems. Under no circumstances may participants take part in the activities while under the influence of alcohol, drugs, psychiatric drugs or any similar substances. The participants are obliged to fulfil the conditions of participation and agree to strictly follow the instructions of MT, the guides, activity leader, and assistants. If the Conditions of Participation are not fulfilled or if instructions are disregarded, MT reserves the right to prohibit participation.

All further regulations and conditions of participation, such as adventure parc, tyrolienne and coaster bob, are part of this contract.

## 13. Insurance

MT has insurance policies for incidents or accidents that may occur in the course of its service. The customer shall be liable to MT for any damage or loss caused by him or his auxiliary persons or participants without MT having to prove fault.

The participants are not insured by MT. The participants are obliged to ensure that they have sufficient health and accident insurance coverage (including sport coverage).

#### 14. Liability

Where the cause for non-availability is attributable to MT, MT may provide an equivalent substitute service within due time. In this case, the customer shall not be entitled to any claim for compensation. In any event, MT shall be liable for no more than the amount paid for the offer, and any liability shall be limited to direct damage or loss. MT declines any and all liability for consequential damage or loss, pure financial losses, lost profits etc. Any and all liability is declined where MT withdraws from the contract as provided for in clause 10 of the GTCs above ("Withdrawal from the contract by MT").

MT shall be liable only if it causes intentional or grossly negligent contractual or non-contractual damage. The customer shall have the burden of providing proof of fault. Any further liability (slight or medium negligence, vicarious liability for the acts and omissions of staff or auxiliary personnel) is declined. MT shall not be liable for circumstances due to unforeseen events, force majeure or the conduct or characteristics of the customer (including, but not limited to, contributory negligence) or for accidents or damage occurring after the stated opening times of the facilities, as well as in the event of early closure of facilities due to force majeure.

MT declines any liability where the instructions of MT, its staff or auxiliary personnel are not followed.

MT shall not be liable for the theft or loss of property and assets, or financial or property damage, etc. for which it cannot be held responsible.

#### 15. Complaints

Where a customer has a legitimate reason to lodge a complaint during a service, they shall notify the staff member of MT without delay. In addition, the customer shall take all necessary steps to help to eliminate the disruption and to minimise any damage or loss. Any claims for compensation on the part of the customer shall in any event become null and void four weeks after the service has been provided. Guarantee claims are not transferable.

#### 16. Imagery

MT reserves the right to use images or video of any participants for any lawful purpose, including, for example, purposes as publicity, illustration, advertising and Web content. This agreement is valid for an unlimited period of time but can be revoked by the client in writing at any time (with effect for the future). The copyrights of the resulting image material belong to MT (especially no right to remuneration).

#### 17. Data privacy and protection / use of data

Individual areas of MT facilities are monitored by CCTV (video surveillance). In collecting personal data from customers, as well as in the use of video surveillance, MT acts in accordance with applicable laws.

#### 18. Use of Wi-Fi

MT provides its customers with a wireless local Internet network (WLAN). Additional General Terms and Conditions of Business (GTB) apply for its use. Use of MT's Wi-Fi is at the user's risk. MT expressly declines all liability for any ensuing consequences. Users may not use the network for content and actions that are unlawful, criminal and/or offensive.

#### 19. Amendments to these General Terms and Conditions and other contractual provisions

MT reserves the right to amend these GTCs or parts thereof and other contract terms at any time. Customers shall be notified in writing of any changes to these GTCs and the dates on which changes come into effect. Notifications served by email shall be deemed to have been made in writing. In the event that a customer is placed at a significant disadvantage due to a change in these GTCs, they shall be entitled to terminate the contract when the amended GTCs come into effect. This right of termination shall expire at the time the change comes into effect.

#### 20. Applicable Law and Area of Jurisdiction



Swiss law is exclusively applicable for the contractual relationship.

The place of jurisdiction shall be 6802 Rivera, in the municipality of Monteceneri. However, MT shall have the right to bring legal action against the opposing party to the contract at the party's domicile or in any other permissible venue.

Valid from 1st June 2022

## B. SERVICES

### 1. Types of services

MT's offer includes individual services (e.g. "transportation") and events as a combination of multiple services (e.g. "transportation" with "events, catering and/or special offers").

Smoking is prohibited inside cabins, enclosed rooms and all other designated areas.

### 2. Tickets

With the sale of a single ticket or a season ticket, MT undertakes to transport the rightful owner of the (season) ticket and/or their equipment as provided for by these GTCs.

Both single tickets and season tickets are valid only during published hours of operation. Unless expressly indicated otherwise, season tickets are not valid for evening events and special events which occur outside of the normal hours of operation. All single, day and season tickets (with the exception of transferable annual tickets) are personal and non-transferable and must be presented to the inspection staff on demand.

No refund will be paid for any tickets that are lost or stolen. Season tickets will be replaced upon presentation of proof of identity.

Tickets that do not meet legibility requirements are invalid.

MT's staff shall be entitled to check tickets at any time. Upon the request of the staff, the ticketholder must identify themselves by means of a valid identity card or equivalent piece of identification.

### 3. Luggage and transport of equipment

If fitting luggage, such as backpacks, handbags or small suitcases, as well as wheelchairs and mobility aids are transported free of charge. The transport of goods and sporting equipment such as mountain bikes or paraglider are subject to the payment of a fee, in accordance with MT rates.

Objects or substances that may cause a disturbance to fellow travellers, represent a safety risk or may cause damage will not be accepted for transport. Dangerous objects or substances are for example: flammable liquids, harmful substances, explosive substances, weapons, etc. (non-exhaustive list). The decision of the employees of MT is final.

The transport of any object is indicated by MT employees. Customers are required to comply with the instructions.

It is strictly forbidden to throw any kind of object or substance out of the cabin window.

MT is not liable for damage or loss of transported items.

### 4. Misconduct by the holders of single / season tickets

In the event that the customer (holder) of a single ticket or season ticket violates the provisions of these GTCs, disregards the instructions or warnings of staff or behaves recklessly, MT may expel them from use of its facilities and revoke their ticket without compensation.

Whoever soils or damages the facilities, equipment or internal furnishings of MT shall pay for the repair and cleaning costs. Where such damage is intentional, MT reserves the right to file criminal charges.

Any nuisance activity (such as begging, selling or promoting products, street musicians, etc.) carried out by third parties and not authorised by MT, on the premises or facilities of MT, is prohibited.

### 5. Misuse of single tickets/season tickets

In cases where a single ticket or season ticket is misused, MT shall levy a surcharge between CHF 50.00 and CHF 250.00 and take measures such as:

- Confiscation of counterfeit or stolen tickets.

- If a non-transferable single ticket or season ticket is used by a third party, the ticket shall be confiscated and returned to its owner in return for a contractual penalty of CHF 250.00.
- Any individual who uses MT's facilities without a ticket or with a ticket which is only partially valid must pay the regular ticket price as well as administrative fees of CHF 250.00.

Measures under civil law or criminal law shall remain reserved.

## 6. Exclusion from transport

MT may refuse to transport any equipment or devices where this poses a disturbance to operation or other passengers or is patently unsuitable for MT's facilities.

Persons who wilfully or by gross negligence disobey the instructions of staff, the directives of authorised persons or the statutory provisions shall be excluded from transport (cf. GTCs clause 4 "Misconduct by the holders of single/season tickets").

Customers may also be excluded from transport of what is provided for in Article 7 of the GTC.

## 7. Recreational activities

Engaging in activities on summer hiking or biking trails is done at the customers own risk, regardless of the time of day. MT declines any and all liability in this respect.

When using any facility of MT, the customer automatically accepts all regulations and condition of participation.

## 8. Transport of animals

As a rule, pets are allowed to be transported in MT's facilities, if necessary, in the appropriate carriers. MT reserves the right to deny transport if it considers that the animal in question may pose a danger.

MT has also set a specific fee for the transport of dogs, depending on their size. In particular, small dogs with a height at withers of up to 30 cm may travel free of charge. Larger dogs have to pay the applicable fare. In addition, dog owners are required to comply with the current municipal ordinance, in particular to keep their dogs on a leash in public areas and on MT facilities.

MT reserves the right to take further measures such as the wearing of a muzzle if necessary.