

## General terms and conditions of Bergbahnen Meiringen- Hasliberg AG

### GENERAL

Bergbahnen Meiringen-Hasliberg AG (hereinafter "BMH") is a mountain railway company, mainly active in the field of transporting people, baggage, freight and animals. The transport service is carried out on the basis of the regulations on the transport on railways and ships, as well as of these general terms and conditions. A guest is considered any natural or legal person who entered a contract with BMH.

#### 1. Validity of these general terms and conditions (GTC)

The general terms and conditions (hereinafter "GTC") apply to all services and products (hereinafter "the services") - for a fee or free of charge - provided by BMH. In addition, special provisions may apply when using certain BMH services applicable to the respective service. Then the guest will be informed prior to the use of the service. If you use BMH services, you agree to be bound by these GTC. A written copy of these GTC can be obtained from BMH.

#### 2. Terms of Reference

The services of BMH include the transport of persons, baggage, goods and animals on all transportation systems in their possession, and any other associated services.

#### 3. Offer

All prices are in Swiss Francs (CHF) and include Swiss value added tax (VAT). BMH's VAT-Number is CHE-107.865.645. The details and prices listed in the publications are subject to change without notice. Errors and omissions excepted. Business customer pricing can be provided on request.

#### 4. Obligations of the Guest

The guest is obligated to treat all equipment with due care and attention and where available, according to the instructions of the staff. This applies to all equipment and facilities. The guest is liable for all damage resulting from improper handling.

#### 5. Prices

The BMH is committed to offer economically priced services. The current and binding prices can be obtained directly from BMH. Exceptions to the current price list are dependent on an agreement with BMH. Prices are subject to change without notice although every effort will be made to keep guests informed. The change of tax or other key rates of duty (notably VAT) entitles BMH to adjust its rates without prior notice. In cases of reasonable doubt as to the compliance with the contractual terms of payment, BMH can request at any time advance payments from their guests.

#### 6. Terms of payment

The guest agrees to pay the invoiced amount by the due date specified on the invoice. BMH is entitled to postpone invoicing of small amounts. Objections to the invoice have to be justified in writing within 10 days. Should the guest not fulfil the obligation to pay within the payment time limit, the guest will be in default at the end of this period without further notice and shall pay default interest of 5%. If the invoice is still unsettled after the second reminder, BMH is entitled to suspend all services to the guest without further notice. We reserve the right to request full or partial payment in advance for services. In the case of a billing address abroad, we will require your credit card number with expiration date and Card Verification Code (CVC) as a guarantee or 100% prepayment. The same also applies to events that are booked from abroad. Exceptions are other arrangements agreed between the guest and BMH.

#### 7. Vouchers

BMH's vouchers can be redeemed exclusively at the specific operating branch that endorsed them. Exceptions are vouchers in the amount of CHF 10.00, CHF 20.00 and CHF 50.00 vouchers which can be redeemed at any operating branches. Purchased vouchers are valid until the expiry date indicated on the voucher. If no such expiry date is indicated then the voucher is valid for a maximum of 5 years. Expired vouchers will be extended only if the purchase can be proven. Vouchers that were issued free of charge (sponsorship, PR purposes, etc.) will not be extended.

For vouchers that include the services of partner companies, in particular combined tickets with catering or hotel companies, BMH is only responsible for BMH services. For the services to be provided by partner companies, partner conditions apply.

## CABLECARS

### 8. General provisions

All tickets are personal and not transferable and will be presented at the request of the ticket inspector. The subsequent exchange for other tickets is not possible. Some tickets and passes are issued on an electronic card (KeyCard). For a KeyCard a deposit of CHF 5 has to be provided per card. When returning a defective KeyCard the deposit fee will not be refunded. For tickets which are valid for 3 or more days, BMH may request a photo of the owner.

### 9. Validity of tickets and subscriptions

The tickets and passes are valid only during the official opening hours. For evening and special events outside normal operating hours, the passes are not valid.

### 10. Loss or theft of tickets

In case of loss or theft of one-day or multi-day tickets, no refund will be made. For seasonal or annual passes a replacement will only be provided if the related payment receipt can be presented and the misplaced pass can be blocked.

### 11. Ticket / Pass abuse

Any improper use of a ticket or pass or the information contained therein will result in the immediate revocation without right to compensation. For the use of the facilities with a false ticket or without a valid ticket a fine of CHF 100.00 will be charged. Subsequently, a valid ticket has also to be acquired. Irresponsible behaviour (especially ignoring FIS-rules), e.g. entering an avalanche-prone slope, entering a wildlife protection zone, disregarding the instruction or prohibition panels. These actions can result in being denied transportation and immediate revocation of the ticket / pass. Additional claims such as compensation and legal measures remain reserved.

### 12. Refund in case of illness or accident

A pro-rata refund will be made in case of accident or illness on presentation of a medical certificate, if the ticket or pass will no longer be used. For the calculation of the refund, the date of the last use is decisive; the day of the accident is at the expense of the injured. Accompanying persons are not entitled to a refund.

### 13. Refund in case of bad weather or other force majeure

Bad weather does not entitle the guest to a refund or extension. The rates for tickets and passes are progressively reduced starting from 2 days on, in return the guest accepts that weather conditions can lead to a closure of individual slopes e.g. mountain railways or lifts. We recommend the guest concludes cancellation insurance with an insurance company of his choice.

## 14. Reimbursement for business interruption / shutdown

The operating mode can be adjusted for security reasons, or depending on snow or weather conditions. Service interruptions do not entitle the guest to a refund or extension. The cable cars are subject to the Swiss Transport Act. If all main systems (Twing-Käserstatt, Reuti-Bidmi-Mägisalp, Mägisalp-Alpen tower) in the region shut down, the guest is entitled to a proportional refund for those days on which the service could not be provided due to the shutdown. Holders of seasonal or annual passes are not entitled to a proportional refund for those days on which the service could not be provided due to the shutdown.

## 15. Refund in case of closure of the ski and/or toboggan run

Closures of ski and/or toboggan runs give no right to a refund or extension of the tickets.

## 16. Refund for unforeseen early departures

Unforeseen early departures do not entitle the guest to a refund or extension of tickets.

## 17. Refusal of Transportation

People can be refused transportation under these circumstances:

- if they are under the influence of alcohol or narcotics
- if they behave in an unruly manner
- if they do not follow the rules and regulations and the instructions of our personnel

## 18. Transportation to carry out sports

People can be refused transportation should weather conditions not be suitable to carry out sports, especially in the case of avalanche danger.

Furthermore, people can be refused transportation should they have put third persons in danger immediately before using said transportation and it can be presumed that they will continue to put third parties at danger or risk. Ski-tickets may be revoked in the case of recurrence or in serious cases.

Danger to third parties is present when the person concerned:

- acts recklessly,
- has skied into an avalanche slope,
- ignores instructions and forbidden signs,
- defies the safety directives of the surveillance and rescue services..

## 19. Slopes and Rescue Services

The Meiringen-Hasliberg ski region is partially high Alpines. Please respect the signs and markings on the ski slopes. "Variant runs" may present particular dangers (avalanches, snow cornices or other natural hazards). The guest leaves the ski slope at their own risk! It is prohibited to enter forest and wildlife protection zones. Dogs are not allowed on the slopes.

Special events could lead to some parts of the ski area being closed off and /or spectator areas being built. The sport pass is not valid for admission to these areas.

The mountain rescue service monitors and controls only marked and open slopes. The runs will be marked on both sides by bars whose colour indicates their difficulty. The rods on one side of the slopes are differently marked than those on the opposite side. We ask the snow sport enthusiasts to respect the signs and markings, to protect the young forest and never disturb and chase any wildlife.

Bicycles are not allowed on the slopes. The instructions of the mountain rescue service as well as of the slope service staff and the FIS-rules are to be observed.

In the case of an accident please ski to the next station and give precise information about the incident. **SOS and search missions carried out by the BMH and/ or third parties (Rega, ARS, Doctors, etc.) are subject to costs which will be charged to person responsible.**

Outside the BMH operating times, the slopes are closed and not secured from hazards such as avalanche blasting or grooming machines with winches, they represent a danger to life!

## 20. Hiking, mountain biking and adventure trails

**Use of hiking trails, mountain bike trails, the Muggestutz adventure trails, the scooter bike route Mägisalp – Bidmi and the monster-trotti free-ride course Käserstatt – Lischen is at your own risk.** Match your speed to the conditions and check the route map before you start. Plan your tour carefully in advance and keep in mind that you are in alpine surroundings: changeable weather, rock slides and further natural events should be taken into account during planning.

## INTERNET/ WEB PAGES, W-LAN, SHOP.MEIRINGEN-HASLIBERG.CH

### 21. Internet / web pages

#### a. Legal Information

We would like to call to your attention to the fact that when you access the site meiringen-hasliberg.ch you agree to the following conditions:

#### b. Copyright

The complete contents of the website meiringen-hasliberg.ch is protected by copyright. All rights belong to the Bergbahnen Meiringen-Hasliberg AG or third parties. The elements of the website meiringen-hasliberg.ch are only public domain for browsing. Reproduction thereof, in print or electronic form is only permitted when meiringen-hasliberg.ch is with explicitly mentioned. Reproduction, transfer, modification, links or use of the website meiringen-hasliberg.ch for official or commercial use is forbidden without prior written permission from the Bergbahnen Meiringen-Hasliberg AG.

#### c. Trademark Rights

The various names and logos on the website meiringen-hasliberg.ch are generally registered trademarks. No parts of the website are such that a license will be granted for the use of a photo, trademark or logo. No legal rights for software or elements on the website meiringen-hasliberg.ch will be transferred by downloading or copying of the website or parts thereof. The BMH reserves all rights regarding all elements of the website meiringen-hasliberg.ch, with the exception of third party rights.

#### d. No Guarantees

All of the information (especially prices, reservations, online calculations) are non-binding and without guarantee. We cannot guarantee that this information is always completely up-to-date. The BMH accepts no responsibility for errors in the internet, third-party damage, any kind of imported data (virus, worms, Trojan horses), and links from and to other websites. We have no control over the content and form of third-party websites.

We cannot guarantee error-free function of hard and software. We would like to point out that this website may be technically imprecise and/or contain typographical errors. We reserve the right to

change or update information on the website at any time and without previous notification. This also includes improvements or alterations to the products or programs found on this site.

The BMH is not in any way responsible for any direct, indirect, special or any type of consequential damage caused by the use of this website or any linked websites. The BMH also excludes any responsibility for lost profits, system breakdowns, program deficits or other data in your information system. This is also the case when we have been explicitly informed of the possibility of such damage.

#### e. Data protection

In general you will leave no personal data when visiting our website. In some cases we need your name and address and this is advised accordingly. If you agree to send us personal data so that we can fulfil an order or contact you, we reserve the right to use the information for marketing purposes. If you have any questions or comments regarding legal practice or data protection please contact us at [info@meiringen-hasliberg.ch](mailto:info@meiringen-hasliberg.ch). Complete data protection cannot be guaranteed by email contact and we suggest you send confidential information by post.

#### f. Further information

The explanations on this page do not act as a basis for contractual or any sort of rights in favour of or on the part of one party. If you have any questions or comments to our legal practices or data protection, please contact us accordingly.

## 22. WLAN

#### a. Free use

BMH operates Internet access points via Wi-Fi at numerous locations. It allows the guest free Internet access for the duration of their stay. This free service is revocable at any time. The guest does not have the right to authorize third parties to use the wireless network.

BMH is entitled at any time to cease the operation of the wireless network completely, partially or temporarily; to extend the numbers of users; to limit access of the guest totally, partially or temporarily. BMH reserves the right to block access to certain sites or services via the wireless internet access points, (e.g., violent, pornographic or paid pages).

#### b. Access

All credentials (username and password) are intended for the personal use of the guest and may not be disclosed to any third party. The guest undertakes to keep their access information secret. The owner has the right to change the access codes without notice.

#### c. Notes, dangers of Wi-Fi use

The guest should be aware that the traffic created using the wireless network is not encrypted. The data could therefore be viewed by third parties. The Wi-Fi only allows access to the Internet. The retrieved contents are not verified by BMH. Retrieved contents could contain malware. The use of the wireless network is at the risk of the user. BMH explicitly points out that there is a risk of malicious software (e.g. viruses, trojans, worms, etc.) entering the user's device when using the wireless network.

#### d. Responsibility and exemption from claims

The guest is solely liable for the data exchanged over the wireless network, and any paid services the guest makes use of, as well as for any legal transaction the guest makes. The guest is obliged to comply with the current law when using the Wireless LAN. In particular, the guest accepts to utilize the Wireless LAN under the following conditions:

- No retrieval nor spread or publishing of immoral or unlawful content;
- The user will not reproduce any copyrighted goods unlawfully, or distribute them or make them available;
- The user will comply to the child protection legislation;
- The user will not send or distribute any harassing, slanderous or threatening content;
- The user will not use the WLAN for sending bulk messages (spam) and / or other forms of inappropriate advertising.

The guest discharges BMH from all liability concerning damages and claims of third parties arising from an unlawful use of the wireless network by the guest and / or a breach of this agreement, this also extends to the use, e.g. their defence related costs and expenses. If the guest is aware of such a breach and / or violation or threat, the guest is to bring that fact to BMH's attention without any delay.

## 23. Webshop shop.meiringen-hasliberg.ch

### a. Scope of application of our terms of business operations for the BMH's webshop.

These terms of conditions regulate the contractual relationship between yourselves as client and the Bergbahnen Meiringen-Hasliberg AG (BMH) for all of the orders made online through booking platforms at shop.meiringen-hasliberg.ch. BMH reserves the right to amend our terms of business operations at any time without prior notification. The version at the time of booking applies. (Application for closing of contract by the client: see general terms and conditions below.)

### b. BMH as Agent and Collection Mandate

The client books through the shopping cart at shop.meiringen-hasliberg.ch; the BMH acts as an agent for every single position with a debt collection mandate. Contract partner is/are the pertinent obligated / booked supplier or service giver. Only in certain cases, as listed below, is the BMH liable (see BMH services below).

Items at shop.meiringen-hasliberg.ch can be purchased as a single element (hotel, lift tickets, ski-equipment etc) or can be combined as a „made-to-measure“ holiday package. BMH denies any responsibility for the compilation of the shopping cart and the correlation between the single elements (time, place etc). BMH is also not responsible – as long as they are not the service giver – for the correct carrying out of the services and supplies. The client has recourse only with the service giver or supplier directly (hotel, rental firm etc) and must comply with the contractual obligations thereof. The client must suitably inform themselves. The BMH will assist the client with helpful advice and cross-references regarding terms and conditions of business in the attachment (advice to the separate service givers/suppliers). Should the client be informed by the individual suppliers/service givers of other contractual terms while using the website, this is for information only and the BMH is in no way responsible.

### c. General Terms and Conditions of Contract

#### General Conditions of Use for meiringen-hasliberg.ch

By visiting and using the site meiringen-hasliberg.ch and the online booking platform the client agrees to the general terms and conditions of contract.

In accordance with the GCU, the BMH makes no guarantees in regard to the reliability or unlimited availability of the website and cannot be held responsible for any situations caused by loss of

connection or non-transmittal of information during the booking process. Special attention has been given to the user-friendliness of the desktop interface. The client is responsible for the correct use of the website and in particular the sales platform and is solely responsible for any operating errors.

## Conclusion of Contract, Preliminary Payment, E-Mail Correspondence

The booking platform is primarily intended for European countries (including Switzerland and members of the EWR). Accessibility outside this region is not guaranteed by the BMH. Information/packages published can in no way be considered a contractual offer.

An order placed in the shopping cart on the BMH site constitutes a request for a contract according to the individual positions in the shopping cart. Once an order is placed the client is bound for 24 hours. During this time, the BMH must reply to the client at the email address given. The BMH will check the payment (credit card coverage) and the product availability.

BMH will inform the client should the order not be able to be completed (via success page), and the contract will be cancelled. Cancellation of contract is valid for the entire shopping cart, even when only one of the goods/services is unavailable. When goods and payment are available the BMH will successively conclude contracts between the service givers/suppliers and the client. The BMH contacts the client by notification on the website (success page) and an order confirmation will be sent per email (accepting all purchases in the shopping cart) and payment will be finalized.

The BMH's reaction to the client's order is considered to be carried out as soon as the relevant data is transmitted per internet. Time of receipt of the BMH's verification email by the client (success page notification) is irrelevant. The client is responsible for following up a lack of verification by the BMH when the current order status is visible in the client's user account.

Should a client from a country which is not listed during the payment procedure place an order, the BMH is not able to accept the order, even when the automatic platform may result in the above mentioned reaction. The contract is valid – when at all – when the goods/services have been delivered or used on-site.

The transmission of email correspondence in public networks is asymmetric and susceptible to disruption, is unprotected and may be read and changed by third parties. Content, customer name and supplier name are visible for third parties. This is the case for emails used to communicate with the BMH. The BMH can in no way be held responsible for damages caused by inadequate, damaged, hacked or spied on emails. These conditions also refer to any forms of correspondence with similar function or risks that may be used in the future.

Communication (emails) sent to clients via addresses stated by or previously used in correspondence with the client are considered to be successfully delivered. Point of delivery for emails is the time of despatch by the BMH; per post is, unless otherwise proven, to be four days after despatch per priority mail (includes countries outside of Switzerland).

## d. Price, Conditions of Payment

The client is responsible for payment of the total amount of products in the shopping cart and the price is payable in Swiss Francs (CHF). The price includes, so long as not otherwise mentioned, all surcharges, taxes and charges. The Swiss VAT is included in all of the prices. The total price depends on the individual travel arrangements and may vary from the prices stated („from CHF ...“ and info. in foreign currencies). EURO prices are always as reference only (pls. refer to the GCU). We reserve the right to amend the prices at any time. The client must check that the shopping cart is up to date. Once an order is placed, the client will receive an order summary. The prices stated are guaranteed for 30 minutes, after which the customer must begin the order again (for his own safety). Contracts will be concluded only once the automatic payment has been successfully carried out. Should the order not be financially covered, then the order will not be placed. The client and the BMH carry the cost of any charges caused during the payment process.

## e. Delivery of vouchers, e-tickets and chargeable data medium

The order confirmation is valid as the client's receipt for successfully concluded contracts but is not valid as proof for the entitlement to collection of the goods/services (voucher, ticket, e-ticket). A link on the order confirmation refers to the client's user account where the client – depending on the product – must download the necessary documents. Documents that are part of a packet may need more information such as the exact date of travel, personal info. for train tickets or weight for ski hire.

Procurement authorization will not be physically provided. Vouchers, tickets and e-tickets are to be printed by the client (print at home). Ski-passes are an exception and these may be sent or handed out (see the information at [shop.meiringen-hasliberg.ch](http://shop.meiringen-hasliberg.ch)). Copying, amending or duplicating vouchers, tickets etc is forbidden.

The client is solely responsible for protecting their documents/vouchers etc against theft or illegal copying or duplication. He/she must take into account that non-personal services will be rendered to the first party that produces a valid document/voucher. Proof after the fact, that the person who presented the document was not authorised to do so, is of no consequence.

Documents printed by the client must be presented in a dry, clean, undamaged, uncrumpled and readable condition. They may have a bar code which must be electronically read at a control point. The documents must not be folded on the bar code.

## f. General Determining Factors

BMH has no influence on building construction or sources of emissions in or around the described accommodation and cannot be held responsible. The BMH also has no influence on such factors as: origin of other tourists, general quality of service and foods in the regional restaurants, organisation and carrying out of the published events (as long as the BMH is not the event organiser) and individual sporting possibilities/events (when not part of the package).

## g. Cancellation

The goods/services ordered in the shopping cart cannot be cancelled or revoked. Exceptions are subject to the individual contractual conditions. The BMH recommends taking out the Mobiliar insurance option displayed during the ordering process. The relevant information and general conditions are included in the GBC attached.

## h. Services by the BMH

### h.1 Packages (package tours)

The BMH is considered organizer for certain package tours with a number of goods/services such as outings, accommodation, ski passes which are sold under one package price. The complete package is bound under the BMH's general business conditions. The despatch of documents for the individual components (vouchers/tickets etc) is the responsibility of the individual goods/service providers. Package accommodation cannot be cancelled.

The BMH will do its utmost to ensure that the goods/services included in the package can be supplied. Should it not be possible for certain goods/services to be supplied (e.g. due to weather conditions), the BMH will try to arrange a replacement. Should this not be possible, the client has the right to compensation of the item.

Point of entry for the collective package is always within Switzerland. Organization of any travel from outside Switzerland is the responsibility of the client and is not included in the BMH or their agent's services. Clients from outside of Switzerland must inform themselves about Swiss travel formalities.

### h.2 Mountain Lift Tickets



BMH issues the mountain lift tickets. The tickets are subject to the tariff provisions and regulations for public transport under the Swiss Transport Companies Agreement (T600 ff). The tickets supplied by shop.meiringen-hasliberg.ch must be protected from theft or illegal duplication/reproduction.

### h.3 Souvenir Shop (Accessories)

The BMH reserves the right to amend the prices at any time. The price at the time of contractual conclusion is binding. All of the prices include Swiss VAT. Swiss VAT will be deducted for orders posted to countries outside of Switzerland. VAT and duty for the country of receipt are valid (recipients address). Otherwise the Swiss Code of Obligations will apply.

Postage is not included in the shop prices and will be charged separately. The following rates apply: Switzerland CHF 8; neighbouring countries CHF 25; other countries CHF 35. Packaging material is included in the price of postage.

The BMH will make every effort to finalize the orders within 3 days. Delivery depends on the method of transport. The following delivery times generally apply: Switzerland: 3 working days, neighbouring countries: 5-8 working days, other countries: 10-15 working days. There is no right of redress for delivery delays.

### h.4 Event Organizer

Events where tickets can be bought at shop.meiringen-hasliberg.ch are usually organized by third parties. The BMH acts as the organizer's agent in regard to the contract (see details in the attachment). Only in specifically declared events can the BMH be considered organizer. This includes events in which a lift ticket is needed to get to the event (combi-ticket). The following general conditions apply for such events:

Tickets which cannot be read (electronically or visually) are invalid. After leaving the event they can only be used for re-entry when this is stated on the ticket or when the controlling personnel confirm such. Combi-tickets are subject to the normal conditions of lift tickets.

Taking drinks, food, professional audio-recording, photo or video equipment, dangerous items such as glass bottles, aluminium cans, fireworks, weapons, all types of sharp items and animals are strictly prohibited. Should the ticket-holder breach the safety regulations, or disregard instructions from security or placement personnel or the littering concept, his/her ticket will be invalidated and he/she must leave the event and may be excluded from further BMH events.

The event can be postponed or cancelled by the BMH, without prior notice. In the case of postponement, the purchased ticket is valid for the replacement event. Tickets cannot be refunded or exchanged. Should the BMH have to cancel the event, the BMH will advise how to go about obtaining a refund. The client must return the ticket within three months after the date of announcement by the BMH, after which time the right of refund expires.

The BMH is liable exclusively for the careful carrying out of the event, should gross negligence be present. The BMH expressly excludes liability for the quality of a performance as well as damage, impairment or inconvenience caused by other participants at the event. Adverse weather conditions are generally not sufficient reason for cancellation or postponement of events.

Music events can be loud. The BMH will supply ear protection that should be worn and recommends keeping enough distance to loudspeakers. Parents should pay particular attention to protecting their children's ears.

The BMH can limit the number of tickets per individual. The client is not allowed to resell the tickets. The client cannot use the tickets for advertising on his own behalf (e.g. raffles, including in own packages). Resale of tickets is forbidden and such tickets will lose validity.

### i. Special Conditions

Should, under exceptional circumstances, the right to rescind the contract or return the goods exist, or should it not be possible for the goods/services to be supplied, then the following conditions apply: The client will be reimbursed for any payments already made. Any further claims by the client in particular for consequential damage or loss of profits are not accepted.

Compensation for non-fulfillment of a package is, when legally binding, limited to double the package price.

The BMH is not liable for damage in connection to outings or events that the client attends during his/her stay that are not part of the package booked. This is also the case when information about the event can be found in any of the BMH publications or websites.

#### j. Complaints

Should the client have grounds for complaint during the package tour, he/she must contact the BMH or the supplier immediately. The client is obliged to do everything in his/her power to remedy the situation or minimize the damage. Claims under guarantee expire after one year after the last day of the package or the last service is provided. Guarantee claims are non-transferrable.

#### k. User Account

All of the necessary information for the transaction, such as user name, password, surname, first name, address, ski-pass number, sex, classification, travel dates etc, will be saved in the BMH's system. Information relevant to the transaction/system will be sent to the email stated in the user account. As a standard at least one newsletter will be sent to the user email. Newsletters can be deactivated in the user account.

The account holder is responsible for the correct maintenance and updating of data for the user account. Should information about a third party be given, the account holder must have the right to do so. The account holder is advised to keep the pincode secret. Should there be suspicion of misuse, the account holder is obliged to contact the BMH immediately. Credit cards are not processed in the BMH's own system, this occurs during the checkout process in a specialised service provider.

Cancelling an account can be requested in the „my account“ rubric. Cancellation is not possible when uncompleted items are in the account. An error message will appear. After cancellation the account can not be reactivated and all of the services, such as newsletter, ad hoc messages, etc will be discontinued. The account remains open internally for accounting and administration until the legal retention date is reached, afterwhich it will be cancelled.

## FINAL CLAUSES

#### 24. Use of data

Name and address information, which we collect in connection with the provision of services can be used by BMH for promotional purposes.

#### 25. Liability

BMH is committed to quality customer services within the contract, these general terms and conditions and contractual obligations (if applicable). BMH is liable only if it is found, that there was internally caused, intentional or grossly negligent contractual or non-contractual damage. The proof of fault lies with the guest. Any other liability (light, medium negligence; strict liability) is excluded.

In case of any litigation the German version of the GTC is applicable.

## 26. Cancellation of event agreements

If BMH has reasonable cause to believe that an event puts at risk the smooth operation, security, or company's reputation, it is entitled to terminate the existing agreements at any time without compensation.

## 27. Changes to the General terms and conditions (GTC) and other contractual provisions

BMH reserves the right to change the general terms and conditions and contractual obligations (if applicable) at any time. A change to the GTC will be communicated to the guest in a timely manner including the active date for the change. Should the guest be considerably disadvantaged by the change in the GTC, the guest is entitled to terminate the contract up to the activation of the amended GTC. The termination right shall expire after the activation of the amendment.

## 28. Applicable law and jurisdiction

The conditions of contract with the Bergbahnen Meiringen-Hasliberg AG and its clients (providers, buyers), including the question of obligation and the validity of contract is subject to Swiss Law. The ineffectiveness of a single provision of the contract shall not invalidate the entire contract. Place of jurisdiction is Thun. However, BMH remains free to file a lawsuit at the defendant's domicile. Use of the „Wiener Kaufrechts“ (United Nations Convention on Contracts for the International Sale of Goods, CISG) is expressly excluded.

Hasliberg, July 24<sup>th</sup> 2014

Bergbahnen Meiringen- Hasliberg AG  
Twing  
CH-6084 Hasliberg Reuti

Phone: +41 (0) 33 550 50 50  
E -mail: [info@meiringen-hasliberg.ch](mailto:info@meiringen-hasliberg.ch)  
Website: [www.meiringen-hasliberg.ch](http://www.meiringen-hasliberg.ch)