



GENERAL TERMS AND CONDITIONS

We are delighted that you are interested in travelling to the Aletsch Arena, and we appreciate the trust you have placed in us. Please read the following General Terms and Conditions (GTC) of Aletsch Arena AG (AA) carefully. Version 01.12.2024

A – AA as broker

Art 1. – Our mandate

The AA shall perform the tasks of guest and service provider support, marketing and development of the destination on behalf of the destination municipalities (Bettmeralp, Fiesch, Fieschertal, Lax, Mörel-Filet and Riederalp), as well as Aletsch Bahnen AG and Verein Aletsch Tourismus.

Art. 2. – Third-party services

AA shall make a booking platform available to service providers (SP), such as hotels, holiday homes, group accommodations, cable cars, sports shops, ski schools, etc. for marketing their services. The guest shall conclude the agreements directly with the SP chosen by him (with regard to the contractual terms and conditions of the individual SP, see section C below). AA is not a party to these agreements and is therefore not liable for the proper performance thereof. AA has been instructed by the affiliated SPs to handle the booking and collect the booked services on their behalf.

Art. 3 – AA's own services

In some cases, AA offers its own services, such as give-aways, the Gletschi programme, etc., in its own name. These are marked separately.

These services are subject to the provisions of Section B.

Art. 4 – Mixed shopping cart

1) The guest may combine the services offered on the Booking Platform, such as accommodations, mountain rail/cableway tickets, events, etc. for a complete holiday stay tailored to his needs. The guest is directly responsible for the selection, combination and coordination of the individual items with each other (time, location, etc.). AA is under no obligation to check the composition of the shopping cart for the correct selection, combination and coordination of the individual items.

2) Even if the guest books different services at the same time, he shall conclude a separate agreement with the selected SP for each item in the shopping cart. Each agreement shall exist independently of the other booked services.

B – General provisions

Art. 5 – Updating of information

The services advertised on the platform are not binding offers on the part of AA or the individual SP. The SP shall provide the data (description texts, availability, prices, etc.) on its own responsibility or maintain them themselves if necessary. AA and the individual SP reserve the right to change tenders and prices at any time or to discontinue services in whole or in part.

Art. 6 – Prices

1) The price to be paid for the individual service selected may depend on the chosen season, length of stay, the selected features (e.g. room type), etc. The final price is displayed in the



shopping cart. The guest's payment obligation extends to all booked services. Prices are stated in Swiss Francs. Unless expressly stated otherwise, prices include all surcharges, taxes and duties, including Swiss VAT.

2) The SPs have the option of presenting their services with a best-price guarantee. Offers that include the best-price guarantee are specifically highlighted in the online shop. With the best-price guarantee, the SPs guarantee the guests that they will not find a better price for the exact same service on any other platform. The only exception is the SP's own sales channel (website). If the guest nevertheless finds a cheaper offer on another platform, the SP must reimburse the guest for the difference.

Art. 7 – Booking with user account

1) In order to book services through the booking platform, the guest may create a user account. The guest undertakes to provide truthful information.

2) The user account may not be opened under an invented name or pseudonym. The guest's permanent address of residence must be indicated, including the correct indication of his country of residence. The user account of aletscharena.ch (as well as all related websites) stores the data necessary for processing transactions relating to the shopping basket (see Data Privacy Notice). Booking confirmations, invoices, notices regarding booked services (e.g. print@home tickets), etc. will be sent to the e-mail address provided in the user account. The email preferences can be managed in the user account.

3) The guest is responsible for the correctness and updating of the data. If the guest enters information about third parties, he himself must have the relevant permission. The guest is responsible for keeping the access data secret in

his own interest. If there is any suspicion of misuse of the account, AA must be contacted immediately. Credit card data are not processed in AA's systems; this is done solely through the special service providers (acquirers or payment service providers) connected to the checkout.

4) The deletion of a user account may be requested by the guest himself. Deletion is not possible, however, as long as valid (non-extinct) rights of use are listed in the user account. After deletion, the user account is no longer accessible, cannot be reactivated and all services associated with the user account, such as newsletters, service notifications, etc., shall be discontinued. Internally, the user account shall remain stored until the expiry of the statutory retention period and shall be accessible to administrators; thereafter, it shall be irretrievably deleted.

Art. 8 – Booking without a user account

The guest is under no obligation to create a user account in order to complete a booking; rather, he may complete a booking as a "guest". In this case, although the data are also stored in a central database of AA (see Data Privacy Notice), the guest must re-enter his data for each booking.

Art. 9 – Booking for more than one person

If the guest books services for other persons, only the booking guest shall be a party to the Agreement for the SP and AA. The guest shall be responsible for paying for all services booked, and AA shall be entitled to invoice all services through the guest. The booking guest is responsible for the fulfilment of all such persons' obligations.

Art. 10 – Conclusion of agreements

1) By placing services and goods in his shopping cart and clicking on the "Order (for a fee)" button, the guest makes a binding request to the SP chosen by him to conclude the agreements based on the individual shopping cart items. If the guest places different services in the shopping cart, he



shall conclude an agreement with each individual SP selected by him, which shall be independent of the other agreements.

2) If the SP has its own contractual provisions, these shall be indicated accordingly in the online shop and shall be binding on the guest. With regard to the payment and cancellation terms and conditions, those of AA shall apply in all cases (see Art. 11 – Terms of payment and cancellation).

3) The guest must be at least 18 years of age in order to conclude the agreement. However, if a higher age is required for full capacity to act in his country of residence, the guest may only enter into a booking after that age has been reached.

Art. 11 – Terms of payment and cancellation

General terms

Services booked via the AA web shop can only be cancelled or adjusted via the AA. The notice of cancellation shall take effect on the day on which it is received by the AA. If the guest accepts the service late or does not make full use of it, the full invoice amount remains due.

Collection

Collection shall be carried out directly by AA on behalf of the SP.

Binding prices

The prices listed in the booking confirmation in Swiss francs are binding. The prices may be adjusted if taxes, duties, charges, increases in transport costs or the like are introduced or increased up to three (3) weeks before the start of service.

Obviously incorrect booking

In the event of an obviously incorrect booking due to system-related errors in the booking system, the agreed prices are void. In such a case, AA shall

have the right to cancel the booking without compensation.

Deadlines and fees for cancellations

1) Accommodation

If guests wish to cancel their accommodation booked online via the AA, the SP, represented by AA, will charge the guest the following cancellation fees:

* 60 days before arrival: none

* 59 – 30 days before arrival: 50% of the rental price

* 29 – 15 days before arrival: 80% of the rental price

* 14 – 0 days before arrival: 100% of the rental price

2) Ski passes, season passes and annual passes:

Guests have the option of insuring their ski passes, season or annual passes. Offers that are not insured cannot be cancelled. The insurance benefits can be claimed directly from the insurance company.

3) Cableway products (excl. ski passes, season and annual passes):

If any portion of the service cannot be used due to an accident, illness or death, a certificate from a doctor from the region or the hospital report from a Upper Valais hospital centre must be presented for the reimbursement of the service used only in part. The refund is calculated on the basis of the difference between the booked service and the number of days used.

Bad weather

4) In the event of cancellation of an event or offer (excl. cable car tickets) by the organiser due to bad weather, the AA will refund 100% of the price.



C – AA's services

Art. 12 – Guest card

In general

Guests who stay overnight in one of the destination municipalities of the Aletsch Arena and pay visitor's tax will receive a guest card during their stay and thus enjoy selected services. The digital guest card can be obtained before arrival (provided that the registration details have been completed and a webshop user account has been created) directly from the rental service (quick check-in).

Conditions of the service provider

- 1) The guest acknowledges that the operating and opening times of certain SPs may not coincide with the entire promotional period for seasonal reasons and that it may therefore not be possible to make use of all services.
- 2) AA is authorised to terminate agreements with SPs on the guest card for important reasons, even during the period of validity of the guest card. The holder of the guest card cannot derive any claims against AA, the accommodation companies, the partner companies affected by the termination of the agreement or other third parties from this circumstance.
- 3) If the accommodation company is sold during the period of validity of the guest card, the guest will not be reimbursed.
- 4) The SPs may refuse to provide card services in justified cases. Grounds for refusal include in particular: Natural events and other cases of force majeure, maintenance work, repairs, endangerment of third parties, overcrowding of the facilities, breach of regulations of the service partners, refusal to present a valid identity document or similar grounds. In such a case, the

guest shall not have any claims for performance or damages against AA and the SPs.

5) When using a card service, the guest must present the guest card to the SP without being requested to do so. The guest card can be checked using different (technical) procedures. At the request of the SPs, the guest must also present a valid identity document. If the guest is unable or unwilling to do so, the guest card benefit may be refused by the SP.

6) If a guest card service is to be used, a service agreement shall be concluded exclusively between the guest and the respective SP; thus, any GTC of the SPs may also apply.

7) If the services offered on the guest card are not used, the guest will not be reimbursed.

8) The card does not include any insurance benefits.

Validity

The guest card is valid for the entire duration of the stay, including the arrival and departure day of the guest. After that, the guest card automatically loses its validity. The guest card is non-transferable and may only be used by the person to whom the guest card is issued. Upon request, a valid identity document must be presented.

Validity for persons exempt from the tourist tax

Persons exempt from the tourist tax do not receive a guest card. The following groups of persons are exempt from the tourist tax:

- all persons domiciled in the municipality where the tourist tax is due. As a rule, the term "domicile" shall be defined in accordance with the Swiss Civil Code;
- all persons visiting a family member exempt from the tourist tax. Relatives are



persons who qualify as statutory heirs of a grandparent, as well as their spouses;

- children under the age of six; those between the ages of six and sixteen pay half the tax;
- pupils, apprentices and students of schools recognised and subsidised by the Canton of Valais during the school term;
- patients and inmates of hospitals, retirement homes, nursing homes and care institutions licensed by the State of Valais;
- members of the armed forces, civil defence, fire brigade and similar services, provided they are in service.

Transfer

14) Any transfer or reproduction of the guest card is prohibited. If the guest card is transferred, the guests shall also be liable for any misuse of the guest card by third parties.

Misuse

In the event of misuse or suspicion of misuse of the guest card, AA and the SP are entitled and obligated to withhold the guest card without replacement and, if necessary, to block it. Proven misuse or a well-founded suspicion of misuse is subject to a fine of CHF 300.

Theft and loss

In the event of theft or loss of the guest card, it may be printed out or saved again (e-tickets).

Changes

Subsequent changes or corrections to the guest card by the accommodation company shall invalidate the current guest card.

AA may inform the guest via e-mail of any changes or additions to the services on the guest card.

Warranty or compensation claims of the guest

19) Holders of the guest card acknowledge that AA is only responsible for processing between the holders of the guest card and the SPs of the guest card. The holder of the guest card waives any warranty or compensation claims against AA, no matter if the SP of the guest card is at fault in the event of damage. The Parties agree that, in the event of a liability occurrence, AA shall not be liable for any such claim. Likewise, the holder of the guest card shall not be entitled to any damages from AA if any of the SP's indicated services on the guest card are not performed.

Art. 13 – Brokering of accommodations

In general

With regard to the accommodation that can be booked online, guests shall conclude an AA-brokered agreement with the SPs.

Scope of accommodation services

1) The number of persons (including children) in the accommodation shall not exceed the number specified in the agreement. The terms and conditions (pets, smoking, etc.), which are highlighted in the service description, and the house rules must be observed. If the guests fail to comply with these obligations, the SP may grant the guests a short grace period in which to remedy the situation that is in breach of the agreement and, upon expiry of the grace period without compliance by the guests, terminate the agreement without notice. The price paid will not be refunded. The foregoing shall be without prejudice to claims for damages by the SP.

2) If the service is not in accordance with the contractual agreement or if the guest suffers a loss, the guest shall be entitled and obligated to report such defect or loss to the relevant SP immediately.



3) In the event of failure to submit a complaint to the SP on site, the guest's claims shall automatically expire.

4) The guest is liable for any damage he causes during his stay. Any damage must be reported to the SP prior to departure. If the guest fails to report any damage caused, he shall be responsible for any additional expenses associated with proving the damage.

Guest control

The legal basis is the SGS 935.1 - Act on Tourism (1996) and the Cantonal Act on Accommodation, Catering and the Retail Sale of Alcoholic Beverages. Every guest must therefore truthfully complete the registration form provided by the SP.

Tourist tax liability

According to the "Regulations on the Tourist Tax of the Municipalities of Bettmeralp, Fiesch, Fieschertal, Lax, Mörel-Filet and Riederalp", guests who stay overnight in the destination municipalities (with the exception of persons exempt from the tourist tax, see Art. 12) are subject to the tourist tax. The tourist tax is charged per night. The destination municipalities have assigned the collection of tourist taxes to AA in accordance with "SGS 935.1 – Tourism Act" (Art. 21 para. 3^{ter}). All other details are set out in the Tourist Tax Regulations.

D. Final provisions

Art. 14 – Liability

1) AA accepts no liability for services and promises made by SPs and is under no obligation to provide replacement services. In the event of complaints, guests must contact the SP directly. The SP must clarify the matter with the guests on its own authority. The liability of the SP is governed by its own terms and conditions.

2) Any liability of AA for personal injury, property damage and financial losses is excluded insofar as permitted by law. Liability for auxiliary persons is excluded in full.

Art. 15 – Side agreements

There are no oral side agreements to these GTC. Side agreements of any kind, as well as amendments or additions, must be made in writing in order to be valid.

Art. 16 – Ombudsman

Prior to any litigation, the guest may contact the Ombudsman of the Swiss Travel Industry, P.O. Box, CH-8038 Zurich, at any time. The Ombudsman shall always strive to reach a fair and balanced decision in disputes between travellers and travel organisers.

Art. 17 – Applicable law and jurisdiction

The relationship between the guests and AA shall be governed by Swiss law. The exclusive place of jurisdiction for any resulting disputes shall be Brig.

Art. 18 – Data Privacy Notice

Data Privacy Notice of AA:
<https://www.aletscharena.ch/en/data-privacy>

Mörel-Filet, 01.12.2024