

# General Terms and Conditions of Jungfraubahnen

In the event of discrepancies or contradictions between the German-language version of the General Terms & Conditions and their translations, only the German-language version shall be authoritative and legally binding.

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# 1. Scope of the General Terms and Conditions

These General Terms and Conditions (GTC) govern the contractual relationship between you as a customer (Customer) and Jungfraubahnen Management AG (JBM) for all orders placed on the online booking platform jungfrau.ch. If other sales platforms are linked to these Terms and Conditions, then they also apply to the transaction made on the other platform.

If the Terms and Conditions have also been formulated for the third-party sales platform, then these Terms and Conditions additionally apply (subsidiary). If several applicable Terms and Conditions contain contradictory regulations, then the provisions in the specific Terms and Conditions for the item purchased and in the Terms and Conditions of any third-party sales platform shall have priority. JBM reserves the right to change these GTC at any time without prior notice. The version at the time of booking is decisive (application for a contract by the customer; see back).

# 2. Jungfrau Ski Region Tariffs

For the purchase of ski passes on the booking platform, the following terms and conditions apply: GTC JSR (<https://www.jungfrau.ch/en-gb/jungfrau-ski-region/buy-skipass/#1778>)

# 3. General Provisions

### **3.1 General Conditions of Use of jungfrau.ch**

By accessing and using the jungfrau.ch website, and by association also the use of the online platform, the customer accepts the General Conditions of Use for jungfrau.ch (GCU).

In accordance with the GCU, JBM provides neither guarantee of reliability nor unlimited availability of the website and thus cannot be made liable for the effects of interruptions in booking processes or the non-transmission of messages. Particular attention has been paid to the user-friendliness of the user interface. The customer is responsible for the correct use of the website and the sales platform in particular. He accepts sole responsibility for the consequences of user errors.

### **3.2 Conclusion of contract, advance payments, e-mail communication**

The booking platform is primarily intended for the European area (Switzerland and countries of the EEA). Accessibility to the platform from outside this region is not guaranteed by JBM. The offers published by JBM do not constitute a contract offer.

The customer can select various services and/or products during the booking process and save them in the shopping cart. Before completing the booking process, the customer receives an overview of their shopping cart. After the customer has accepted the terms and conditions and the privacy policy, he/she clicks on the "Continue to payment" button. The customer then selects the desired payment method. Initiation of the payment process by the customer (e.g. by clicking on the "Buy now" button; the wording may vary depending on the payment service provider) constitutes a binding request to conclude the contracts in accordance with the individual shopping basket items.

JBM shall confirm the order within 24 hours by displaying it on the website (success page) and/or sending the automatically generated confirmation e-mail to the e-mail address provided by the customer. JBM will check the successful authorisation of the advance payment (credit card cover) and the definitive availability of the order items as soon as possible within this period. Confirmation by means of a display on the website (success page) and/or dispatch of the automatically generated confirmation e-mail to the e-mail address provided by the customer legally constitutes acceptance of the offer and the contract is thus concluded with binding effect. Cancellation of the contract is no longer possible thereafter. JBM simultaneously concludes the individual contracts under

its agency agreement between the service provider/supplier and the customer. In the case of JBM's own services (see Section 5), JBM shall conclude the contract directly with the customer.

JBM shall inform the customer by means of a display on the website ("success page") if the order cannot be executed as requested, and in this case shall cancel the entire transaction without accepting the customer's offer. The rejection of the offer always affects the entire shopping cart, even if only one individual order item is the cause.

Customers from countries that are not listed during the payment process cannot place a binding order with JBM. If the system nevertheless generates an automatic order confirmation or triggers a corresponding display, this does not constitute acceptance of the offer. In this case, a contract shall only come into existence with the actual delivery of the goods or the utilisation of the service at the place of fulfilment.

Messages sent to addresses (including e-mail addresses) specified by the customer or previously used successfully in dealings with JBM shall be deemed to have been duly delivered. The customer is obliged to check his e-mail inbox and spam folder. JBM accepts no liability for transmission errors that are beyond its control. In the case of e-mails, the time of dispatch by JBM shall be deemed the time of delivery. For postal items with priority delivery, it is assumed – unless evidence to the contrary is provided – that they were delivered no later than four days after posting at a Swiss post office, including abroad.

### **3.3 Price, terms of payment**

The price to be paid by the customer results from the total price of the shopping cart contents shown in Swiss francs (CHF). This includes, unless expressly otherwise stated, all surcharges, taxes and charges. All prices include Swiss value added tax (VAT). The total price is dependent upon the individual composition of the travel arrangement and thus can vary from the guide price ("from CHF..." and price information in foreign currency). Prices in EURO are in all cases non-binding comparisons (see the GTC). Prices may be subject to ongoing changes. The customer must ensure that the shopping cart displayed is still up to date. After submission of the order, the customer will be shown a summary of his request. The prices contained therein will be accepted unchanged by the system for 30 minutes; subsequently the customer must re-start the shopping cart transaction for his own protection.

Contracts in accordance with the individual shopping basket positions will in principle only be completed after an automatic payment has been made in accordance with the

configuration of the online platform. JBM will not accept a customer's request until confirmation of coverage has been received. The customer and JBM each bear the respective charges applicable to them as a result of the payment process.

### **3.4 Delivery of vouchers / e-Tickets and rechargeable data storage media**

The order confirmation is valid as a receipt for contract completion, but cannot be used as authorisation for the right to draw upon the services (voucher, ticket, e-ticket). A link on the order confirmation refers in the customer's user account to where, depending on the system, he can download the necessary documents, transfer the data or load a data carrier. It is possible that further details, such as exact travel dates and personal details for rail tickets or weight details for ski hire, may be required before the passes that are part of a package can be printed.

Authorisation to use services is never physically issued. The intended use of vouchers, tickets and e-tickets is for the customer to print at home. An exception is data carriers for ski passes, which may be loaded, sent or submitted, depending on the circumstances (see information at Jungfrau – Ski Region). Copying, modifying, or reproducing the authorisation to use services is prohibited.

The customer shall always bear the responsibility for the protection of authorisation to use services (voucher) from theft or unauthorized duplication. He must be aware that non-personal services will be awarded to the one who first shows the valid document. The subsequent proof that the person showing the document is not identical to the buyer/customer is not relevant for JBM or those providing services on behalf of JBM.

The printed document used by the customer as an authorisation to use services is to be dry, clean, not damaged or crumpled, and in a legible condition. It may have a bar code that is used by the checkpoint to check electronically. The documents should not be folded in the bar code area.

### **3.5 Framework conditions**

JBM has no influence on building measures, sources of emissions, etc. in the vicinity of the described place of stay and can accordingly provide no guarantee of such. As a rule JBM also has no influence on the origin of any other tourists present, on the general standard of service and quality of food in the local restaurants, on the organization and

carrying out of events announced at the place of destination (unless organized by JBM) or on individual sporting options (unless specifically part of the offer).

### **3.6 Cancellations**

Services acquired by ordering via the shopping cart cannot be cancelled or retracted. Exceptions are governed by the conditions of the individual contract agreements. JBM recommends concluding the Mobiliar cancellation insurance as offered in the order completion process. The respective customer information and General Terms and Conditions of the insurance company are found in the Appendix.

## **4. JBM as agent with cash-collection mandate**

The customer orders shopping basket positions at [www.jungfrau.ch](http://www.jungfrau.ch); JBM acts as agent with a cash-collection mandate for each of these individual positions. The contractual partner is the respective engaged / booked supplier or service provider. Only in the cases explicitly stated hereafter is this JBM itself (see JBM services hereafter).

Offers on [jungfrau.ch](http://jungfrau.ch) can be combined as single elements (hotel, mountain railway ticket, equipment, etc.) to form an entity tailor-made to the individual requirements of a customer's holiday stay. JBM accepts no liability for the compilation of the shopping basket or for the coordination of individual positions with each other (timing, location, etc.). JBM also accepts no liability for the correct completion of the individual services or deliveries unless JBM itself is the service provider. In this regard, the customer can only invoke the brokered contract with the direct provider (hotel, rental company, etc.) and his respective Terms and Conditions. The customer is himself responsible for obtaining information on these in an appropriate manner. JBM assists the customer in this by providing useful information and cross references in the appendix to these GTC. If and when the customer is made aware of such contract conditions either here or elsewhere at, this is purely for information purposes and JBM therefore accepts no liability whatsoever.

### **4.1 Hotels**

With hotels that can only be placed in the shopping cart in connection with a leisure service (ski pass, rail ticket, etc.), the customer concludes a contract ("Retail Hotel") with the selected hotel brokered by JBM. Each hotel has its own conditions of contract, which

if necessary can be consulted via the Internet or requested directly from the hotel. Cancellation and rebooking deadlines and fees apply as charged by the respective hotel.

The prices for Retail Hotels are determined by the establishment itself without the involvement of JBM. Local taxes and charges are included in each case. The hotel is obligated to accept the Top of Travel voucher as confirmation of the full receipt of the advance payment. Extras such as mini bar, room service, parking fees, etc. will be invoiced separately by the hotel. The customer is advised to enquire about extras and their prices when checking in.

In case of complaints, damage, etc., the customer shall contact the hotel directly. The hotel will clarify the matter with the customer under its own authority. The liability of the hotel depends on its own conditions.

Contracts with the hotels are exclusively subject to Swiss law. The parties agree on the location of the hotel as the exclusive place of jurisdiction. Compulsory legal provisions that cannot be changed contractually remain reserved.

## **4.2 Event Tickets**

Unless it is expressly acting as organiser, JBM is the agent for the event tickets. The customer concludes his contract directly with the organiser. The organiser has its own contract terms, which it has published itself or which can be obtained directly from it in any case. In the case of special events, namely for competitions, there may be additional provisions of participation and game rules published as part of the advertisement, and they are normally also announced or handed out at the start of the event. These provisions have priority over the Terms and Conditions and/or are supplemental to them. They are considered accepted upon registration for the event.

Event tickets can neither be returned to nor exchanged by JBM. If an event has to be cancelled or postponed, then the organiser's contract provisions and settlement procedures shall apply. The tickets remain valid for a possible replacement event (rescheduled date). Return or exchange is excluded, unless otherwise specified by the organiser.

As agent, JBM has no influence on the quality of the event or how it is executed or on the people management and safety concepts. If need be, these issues are to be addressed directly to the organiser. JBM cannot provide any guarantees for the organisation and it will not assume liability for any shortcoming in this regard.



### 4.3 Car parks

Jungfraubahnen Management AG acts as a broker in exchange for payment in advance for the reservation and rental of parking spaces at the Lauterbrunnen car park of Parkhaus Lauterbrunnen AG car park and at the Grindelwald Terminal car park operated by Grindelwald Grund Infrastruktur AG.

The reservation is made under the following rental conditions:

An advance booking and reservation of a parking space on [jungfrau.ch](http://jungfrau.ch) cannot be changed, cancelled, exchanged or refunded. There is no refund in the event of late arrival or early departure. There is neither an obligation nor a right to use a particular parking space that results from the reservation. The car may be parked in any empty space. The multi-storey car parks are open continuously. The use of the car park is in all cases and for the entire duration of use subject to charges. For arrivals before the rental period booked online, a regular ticket can be drawn and recoded after the start of the reserved period at the automatic machines. The additional time used is paid directly at the automatic paystation. There is no guarantee of a free space before the start of the rental period booked online. If the departure takes place after the end of the rental period booked online, the ticket may be extended at the automatic paystation. The additional time is paid directly at the automatic paystation; there is no payment option at the exit barrier. Exiting without a valid parking ticket is prohibited.

For questions about the parking ticket, please contact [helpdesk@jungfrau.ch](mailto:helpdesk@jungfrau.ch) or +41 (0)33 828 71 71.

Parkhaus Lauterbrunnen AG and Grindelwald Grund Infrastruktur AG disclaim any liability for damages and accidents of any kind caused by third parties, as well as thefts. They have issued the following house rules for parking: The car park is exclusively for the parking of light motor vehicles. Navigation and use of the car park and its associated parking spaces with games and sports equipment (skateboards, inline skates, etc.) is not allowed. The car park users are liable for the damage that they cause to other vehicles, facilities and installations or the building. Damages should be reported immediately at the car park counter or by calling the standby number at +41 (0) 79 710 60 20. The posted traffic signs and labels as well as the directions of the parking staff for traffic control must be obeyed. All the provisions of the Swiss Road Traffic Act (ESA) and its regulations apply. The vehicles are to be parked within the marked fields. The car park is intended solely for the parking of cars. Storage of additional items/materials in the spaces is not allowed. Repair, maintenance and cleaning work on parked vehicles is prohibited. Excessive noise (honking alarms, etc.) is to be avoided. Unnecessary idling of engines is



prohibited. Disturbances should be reported immediately at the car park counter or by calling the standby number at +41 (0) 79 710 60 20. The mounting and distribution of advertising of any kind without permission of Parkhaus Lauterbrunnen AG or Grindelwald Grund Infrastruktur AG is prohibited. Disposal and dumping of waste is prohibited.

#### **4.3.1 Lauterbrunnen car park**

Rental period: You can book a period of at least 5 days (winter) or 3 days (summer) and a maximum of 31 days (winter and summer)

If you have entered your car registration number when making your reservation, the entry and exit stations will recognise your plate number and the barriers will be opened for the entire booking period. In addition, the voucher with the printed QR code can be printed and used as security at any time in the event of a technical malfunction in number plate recognition or other contingencies.

The generated QR code is valid for unlimited entries and exits. Scan your personal QR code at the entrance barrier. (Printed on the voucher) This QR code is valid for unlimited entries and exits during the entire booking period (always scan the QR code at the corresponding entry or exit barrier). If a ticket is taken at the entrance, it can later be linked to the QR code at the cash desk. If you park longer than booked, you must pay at the automatic pay stations with the QR code before leaving.

#### **4.3.2 Grindelwald Terminal car park**

Rental period: There is no minimum or maximum duration for the parking space rental. Tickets with a validity of up to 24 hours can only be purchased on site at the ticket machine.

If you have entered your number plate when making your reservation, the entry and exit stations will recognise your number plate and the barriers will open automatically for the entire reservation period. In addition, the voucher with the printed QR code can be printed and used as security at any time in the event of a technical malfunction in number plate recognition or other contingencies.

The generated QR code is valid for unlimited entries and exits. Scan your personal QR code at the entrance barrier. (Printed on the voucher) This QR code is valid for unlimited entries and exits during the entire booking period (always scan the QR code at the corresponding entry or exit barrier). If a ticket is taken at the entrance, it can later be

linked to the QR code at the cash desk. If you park longer than booked, you must pay at the automatic pay stations with the QR code before leaving.

## **4.4 Related travel services**

If you are resident in a member state of the European Union and, after selecting and paying for a travel service, you book an additional travel service on our booking platform (linked travel service), you CANNOT make use of the rights under Directive (EU) 2015/2302 for package holidays. The standard information sheet for linked travel arrangements required by Directive (EU) 2015/2302 for package holidays can be found [here](#)

[https://cdn.jungfrau.ch/unternehmen/documents/Standardinformationsblatt\\_verbundene-Reiseleistungen\\_EN.pdf](https://cdn.jungfrau.ch/unternehmen/documents/Standardinformationsblatt_verbundene-Reiseleistungen_EN.pdf)).

# **5. JBM Services**

## **5.1 Packages (package holiday)**

### **5.1.1 What is a package holiday?**

A package holiday is a pre-arranged combination of at least two of the following services if this combination is offered at a total price and lasts longer than 24 hours or includes an overnight stay:

- transport;
- accommodation;
- other tourist services that are not ancillary to transport or accommodation and that make up a significant part of the overall service.

If you book two or more of the aforementioned services (e.g. a hotel and a ski pass for the entire stay) in the course of the booking process, this generally constitutes a package holiday within the meaning of the Swiss Federal Act on Package Travel(PTA). If, for example, a one-week hotel stay is booked on the booking platform together with a one-day ski pass, this does not constitute a package holiday, as the ski pass does not represent a significant travel service in this case.

This section applies exclusively to package holidays and their significant components (e.g. hotel stay) that are booked by the customer via the booking platform.

### **5.1.2 Who is the organiser of the package tour?**

If you book a package holiday on the booking platform, Top of Travel AG usually acts as the organiser.

Top of Travel AG  
Harderstrasse 14  
3800 Interlaken  
Switzerland

If a package holiday is offered by another organiser on the booking platform, this will be explicitly indicated.

### **5.1.3. Contact information of the organiser**

If you have any questions about your trip, you are welcome to contact Top of Travel during the opening hours published on our [website](#):

#### **On site at our tourist office**

Interlaken Rail Info  
Höheweg 35  
3800 Interlaken

#### **By e-mail or telephone**

Telephone: +41 33 828 72 33  
E-mail: [info@jungfrau.ch](mailto:info@jungfrau.ch)

### **5.1.4 Brochure information and information on the booking platform**

The service descriptions published by JBM, for example on the Internet or in travel brochures, are to be understood as an invitation to make an offer within the meaning of Art. 7 Para. 2 OR. They can be changed at any time. The details valid at the time of booking, as stated in the booking confirmation, are decisive. After conclusion of the contract, changes to the services are only possible under the statutory and contractual requirements.

### **5.1.5 Cancellation/rebooking of the package holiday by the customer**

Travel passes (vouchers, tickets, etc.) are delivered separately for each individual service component. If a cancellation or rebooking is made by the customer up to 14 days before arrival, a processing fee of CHF 50.00 will be charged. After this period, the cancellation fee is 100% of the booked offer.

### **5.1.6 Minimum number of participants**

If a minimum number of participants is stipulated for a package holiday or a significant travel service included therein and this number is not reached, JBM is entitled to withdraw from the contract no later than 22 days before the start of the tour. In this case, the customer will receive a full refund of the payments already made. Alternatively, the customer may, if possible, take an alternative journey. If the quality of the journey is inferior to the originally booked journey, the customer is entitled to reasonable compensation for the reduced value. Further claims for damages are excluded.

### **5.1.7 Significant change to the booked services**

JBM will do everything in its power to ensure that the services included in the package holiday can be provided. If JBM determines that an **essential** part of the package cannot be performed, JBM will inform the customer of this as soon as possible. In addition, JBM will endeavour to provide an appropriate replacement. In this case, you have the right to choose: You can either accept our proposed replacement service or cancel the package holiday.

If you decide to cancel, you must notify us within four (4) working days of being informed of the proposed replacement service. In individual cases (e.g. if the date of arrival is imminent or you have already arrived) we can also set shorter deadlines, which we will of course inform you about as soon as possible. If we do not receive a reply from you within the aforementioned period, you shall be liable for any damage resulting from the delayed notification.

If you decide to withdraw from the contract, we will refund you the amount paid as soon as possible, whereby the amount to be refunded only relates to the services that are part of the package holiday.

### **5.1.8 Price increases**

JBM reserves the right to increase the travel price after conclusion of the contract if the transport costs, charges or fees or relevant exchange rates change. You will be informed of any price increase no later than 22 days before the start of your holiday. If the travel price increases by more than 10%, this shall be deemed a significant change within the meaning of clause 5.1.5.

For customers residing in an EU member state, a price increase of more than 8% is already considered a significant change within the meaning of clause 5.1.5. Customers resident in an EU member state will be informed of any price increase at least 20 days before the start of the journey.

### **5.1.9 Travel insurance**

Unforeseeable events such as illness, injury, travel cancellations or loss of luggage can occur at any time and lead to unexpected costs. Travel insurance offers financial protection and can help to minimise such risks. JBM therefore expressly recommends that you take out travel insurance if you do not already have such insurance.

In the appendix (see section 7) you will find the main content of the travel insurance offered by Schweizerische Mobiliar Versicherungsgesellschaft AG.

### **5.1.10 Further information**

The start of travel for the package bundled into a package holiday is always within Switzerland. Organisation of any travel from abroad is the responsibility of the customer and is not included in the package or in the service provided by JBM as the organiser. Depending on your citizenship, residence status in your country of residence or your country of departure, the requirements for entering Switzerland may vary. Please inform yourself about the applicable entry regulations before entering the country. You can find more information about this on the **website of the Federal Department of Foreign Affairs (FDFA) (<https://www.eda.admin.ch/eda/en/fdfa/entry-switzerland-residence/information-entry-switzerland-residence.html>)**, for example.

### **5.1.11 Travel confirmation**

Once you have made your booking, we will send you a travel confirmation by e-mail containing the essential information about your journey. In the event of changes and/or other significant events, we will inform you as soon as possible. If you have any questions about your journey, please feel free to contact us at any time.

### **5.1.12 Liability**

Please note our liability provisions in accordance with clause 5.6.2.

### **5.1.13 Travellers residing in the European Union**

If you book a package holiday on our booking platform and are resident in a member state of the European Union, we are obliged to provide you with certain information in the form of a standard information sheet. You can find this standard information sheet **here** ([https://cdn.jungfrau.ch/unternehmen/documents/Standardinformationsblatt\\_Pauschalreisen.pdf](https://cdn.jungfrau.ch/unternehmen/documents/Standardinformationsblatt_Pauschalreisen.pdf)).

## **5.2 Rail and cableway tickets**

JBM is the issuer of the mountain rail and cableway tickets. It acts as a fully authorized management and marketing company for the following railway and cableway companies cooperating under the Jungfrau - Top of Europe brand: Wengernalpbahn AG,

Jungfraubahn AG, Bergbahn Lauterbrunnen–Mürren AG, Firstbahn AG, Harderbahn AG and Berner Oberland-Bahnen AG. These railways and cableways belong to the Direct Traffic system in accordance with Article 16 and 17 of the Swiss Federal Law of Passenger Transport (Passenger Transport Law, SR 745.1). The issue of tickets and the full outline of the transport contract are subject to the tariff conditions of the Swiss transport companies participating in Direct Traffic (T600 ff). The fares are administered, edited and published by the office of the “Alliance Swiss Pass”, the industry public transport organisation (an association of 250 transport companies and 17 transport associations).

The tickets issued by the system at jungfrau.ch are to be protected from theft or unauthorised duplication. In accordance with T600, charges of CHF 100 for misuse and CHF 200 for forgery will be levied. In case of refusal of payment, the traveller is to be expelled from the train. If he opposes this regulation, the police will be called.

### **5.3 Top of Europe Shops**

JBM reserves the right to change or amend prices at any time. Prices quoted on the original server at the time of the conclusion of a contract are binding. All prices of shop articles include statutory value added tax (VAT). This will be deducted from the final invoice for deliveries outside Switzerland. These deliveries are subject to VAT and customs duties of the country of destination (recipient address).

The shipping costs are not included in the shop price and will be additionally invoiced. The following flat-rate charges will apply and be detailed separately in the shopping cart: Switzerland CHF 8; neighbouring countries CHF 25; other countries CHF 35 Shipping costs for two calendars or six posters are a standard price of CHF 15. The packaging material is included in the shipping cost.

The customer has the right to cancel the order in writing within 7 days, provided that the total cost of the items exceeds CHF 100. The cancellation period begins at the time the customer places the order, and the deadline is met if written cancellation is handed to the Postal Services or received electronically by JBM within 7 days. The customer shall bear the costs for returning the goods and costs incurred by JBM. The customer must return the goods in the original packaging without delay. Right of cancellation expires upon opening the original packaging (breaking the seal).

The customer must thoroughly check the goods received. If the goods are delivered damaged or incomplete, the customer must provide confirmation from the carrier. Notice of defects must be provided to JBM within 10 days. The damaged goods must be

returned to JBM unused, in an unchanged state and in the original packaging. An equivalent replacement will usually be delivered. Should JBM be unable to do so, the customer is entitled to reimbursement of the purchase price.

JBM will endeavour to execute the order within 3 days. The delivery period is ultimately dependent upon the carrier. The following delivery periods are to be expected:

Switzerland: 3 working days, neighbouring countries: 5-8 working days, other countries: 10-15 working days. Any compensation claims for delayed delivery are excluded.

## **5.4 Event organiser**

Events for which tickets can be purchased on [jungfrau.ch](https://jungfrau.ch) are usually organised by a third party. JBM is the agent of the contract with the organiser (for pertinent information, see [Appendix](#)). In expressly declared cases, JBM itself is the organiser of the event. This also applies to events that are sold in combination with a lift ticket, which is used for access to the event (combined ticket). These events by JBM are subject to the following general provisions:

Tickets that do not meet the requirements for legibility are invalid. After leaving the event, they can be used for return only if it is noted on the ticket, or if the enforcement staff expressly confirms or directs this. For combination tickets, the purely lift-specific aspects subsidiary to the provisions on lift tickets shall apply.

The possession of food and beverages, professional sound recording, photo and video equipment, dangerous objects, especially glass bottles and aluminium cans, fireworks, weapons, all types of sharp or pointed objects and animals is prohibited from the event. If the ticket holder violates the instructions of security services, safety regulations, seating and crowd control, waste management concept, then the validity of their ticket will be revoked and they can be excluded from the current event and further JBM events.

The event can be moved by a unilateral declaration by JBM or cancelled altogether. In the event of a postponement, the already purchased tickets are valid for the alternate date; return or exchange is excluded. In the event of cancellation, JBM will simultaneously announce the arrangements for the refund of the purchase price (face value). The customer must apply to [jungfrau.ch](https://jungfrau.ch) for this refund within three months of notification. After that, the right to a refund is voided.

JBM is liable only for the careful organisation of the event, insofar as it is grossly negligent. Explicitly excluded is liability for the quality of the performance as well as for damage or injury that is caused by other participants in the event.



Music events can be loud. In this case, JBM provides hearing protection to be worn, and it recommends that the proper distance from the speakers be observed. Parents should pay special attention to the hearing protection of children.

JBM can limit the number of tickets that will be issued to an individual customer. The customer is not permitted to use the publications and other information about the event or JBM's brands and labels to sell purchased tickets. He may not use tickets in advertising or promotion for his own purposes (e.g.: public raffles, inclusion in packages). Commercial trade in the tickets is prohibited. They thereby lose their validity.

## **5.5 Adventure offers**

For safety reasons, the First Flyer, First Glider, Mountain Cart and Trottibike Scooter offers are not suitable for people with high blood pressure, neck or bone injuries, heart conditions, a physical or mental disability, those who are pregnant or have had recent surgery. Persons under the influence of alcohol or drugs will not be permitted to enter. The detailed safety regulations will be given to customers in writing before access to the adventure offer and must be signed. Safety instructions from staff must be followed at all times. If the necessary requirements are not met or if instructions from staff are ignored, staff are authorised to refuse access even to those with a valid ticket. In this case, JBM's service obligation shall become null and void.

Adventure Packages as a whole and individual services derived from them are as a rule not refundable. If the implementation cannot be guaranteed due to a force majeure event such as weather conditions etc., JBM will first try to offer an alternative activity (mountain cart, first flyer, first glider, Trottibike Scooter etc.). If this is not possible, or if the customer rejects another activity, JBM's service obligation shall become null and void. Only if no alternative can be offered and the reason for the unfulfilled service lies within the sphere of influence of JBM (such as technical problems at the adventure facility or feeder railway) will a partial refund for services not received be granted. Taking waiting times (which can exceed 2 hours) into account is the responsibility of the customers and beyond the control of JBM, which is why missing the operating hours does not constitute grounds for a refund. Portions of the Adventure Package and individual tickets redeemed for an activity are non-refundable. This includes in particular the journey by feeder railway (e.g. First Aerial Cableway).

## **5.6 Liability and Complaints**

### **5.6.1 Liability**

Subject to other statutory regulations, the following shall apply if by way of exception the right or possibility of cancellation, withdrawal or return of goods is claimed, or it is not possible to fulfil the services: payments made by the customer will be reimbursed. Any further claims by the customer, especially with regard to compensation claims for consequential damages and loss of profit are excluded. Compensation for the inadequate fulfilment of a package tour (package) is limited to twice the package price, providing that this is permitted by law. Any liability for auxiliary persons is excluded to the extent permitted by law.

JBM bears no liability for damages in connection with excursions or events that the customer books himself "on the spot" during the tour. This also applies if the corresponding documentation is described or displayed in a facility which is associated with JBM or which is described on the website.

### **5.6.2 Liability for package holidays**

If the customer books a package holiday via the booking platform, the following liability provisions apply to claims arising from poor fulfilment or non-fulfilment of the package travel contract. The above provisions apply to non-contractual claims and claims not based on the package travel contract.

With the exception of grossly negligent or wilfully caused damage, liability is limited to twice the package holiday price.

Compensation for damages arising from improper fulfilment of a package holiday (package) is limited to twice the package price, insofar as this is legally permissible.

### **5.6.3 Complaints**

If the customer has a reason for complaints during the journey, he/she must immediately notify JBM and the service provider of this. JBM will endeavour to find an appropriate solution. If no suitable remedy can be found on site, the customer must obtain written confirmation from the service provider or the local representative documenting the facts and the deficiencies. Neither the service provider nor the local representative of JBM are authorised to recognise claims by the customer.

Should the customer have reason to lodge a complaint during the tour, he must immediately notify JBM or the service provider. In addition, the customer must take all reasonable steps to remedy the disruption and to limit any possible damage. A customer's guarantee claim expires in all cases after one year from the agreed end of the package tour or the time a service was provided. Guarantee claims are not transferable.

## 6. Miscellaneous provisions

### 6.1 Data protection

We process your personal data in accordance with the provisions of the Federal Act on Data Protection (FADP) and other applicable data protection regulations. Detailed information on the processing of your personal data can be found in our [privacy policy](#).

If you enter your e-mail address when booking, we will use it to send you information about our travel offers. You can object to this processing at any time. We will also inform you of this each time your e-mail address is used for advertising purposes. Alternatively, you can object to the use of your e-mail address for marketing purposes at the time of booking.

### 6.2 Severability clause

Each provision of these GTC shall be interpreted in such a way that it is valid and enforceable under the applicable law. Should a material provision of these GTC be unenforceable or invalid under the applicable law, it shall lapse only to the extent of its unenforceability or invalidity and shall otherwise be replaced by a valid and enforceable provision that corresponds as closely as possible to the legal and economic meaning of the invalid provision. The remaining provisions of these GTC shall remain binding and in force. The same applies to contractual loopholes.

### 6.3 Applicable law and place of jurisdiction

The contractual relationships with Jungfraubahnen Management AG and its customers (clients, purchasers), including the question of the conclusion and validity of the contract, shall be governed exclusively by Swiss law. Unless mandatory statutory provisions prescribe a different place of jurisdiction, the place of jurisdiction shall be determined by the registered office of the relevant service provider or Jungfraubahnen Management AG. The application of the "Vienna Sales Convention" (United Nations Convention on Contracts for the International Sale of Goods, CISG) is expressly excluded.

# **Appendix: Short-term Travel Insurance Customer Information and General Terms and Conditions**

Short-term Travel Insurance by Mobiliar

([https://www.jungfrau.ch/shop/media/voucher/2018\\_Mobiliar\\_neu\\_e.pdf](https://www.jungfrau.ch/shop/media/voucher/2018_Mobiliar_neu_e.pdf))

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