

# General Terms and Conditions of Jungfraubahnen

Only the German version of the General Terms and Conditions is legally valid, the translations of the General Terms and Conditions are not legally valid.

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## 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).

## **Jungfrau Ski Region Tariffs**

**GTC JSR (<https://www.jungfrau.ch/en-gb/jungfrau-ski-region/buy-skipass/#1778>)**

## **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.

## **General Provisions**

### **General Conditions of Use of [jungfrau.ch](http://jungfrau.ch)**

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

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

The booking platform is primarily for use in Europe (Switzerland and countries in the European Economic Area). Access to the platform outside these regions is not guaranteed by JBM. The offers published by JBM do not constitute the offer of a contract.

A shopping basket order placed by a customer on the JBM platform constitutes an order to conclude a contract in accordance with the individual shopping basket positions. JBM shall confirm the order within 24 hours by means of a notification on the website (success page) and/or sending the automatically generated confirmation e-mail to the e-mail address provided by the customer. During this period, JBM verifies, if possible immediately, the availability of the advance payment (credit card coverage) and the definite availability of the positions ordered. The sending of the confirmation legally constitutes the acceptance of the application and the contract is thus concluded in a binding manner. After this point, withdrawal from the contract is no longer possible.

JBM advises the customer through a notification on the website (success page), if the order process cannot be completed as requested and terminates the entire transaction (non-acceptance). Rejection of the request always applies to the entire shopping cart even if only individual positions ordered are the reason for rejection. If payment and services are available, JBM concludes, step by step and within the scope of its agency mandate, the individual contracts between the service providers / suppliers and the customer. In doing so, JBM notifies the customer by way of an announcement on the website (success page) and an e-mail (acceptance of all shopping cart positions) followed by the definite debit of the advance payment.

JBM's reply to the customer's request is considered concluded as soon as the corresponding data has been transferred to the Internet from the JBM system. The time of receipt of the e-mail by the customer and the display of the success page by the customer's client is irrelevant. The customer is obliged if necessary to enquire at JBM of the whereabouts of the reply, although the current status of the order can be called up on his user account.

If a customer from a country for which a payment process is not listed orders a shopping cart from JBM, JBM is not in a position to accept the order even if the customer can bring the automatic platform to react as described above. A contract is valid – if at all valid – when the items have been delivered or use of services at the location has been effectively concluded.

The transmission of e-mail messages via the public network is asymmetric and failure prone; the messages are unprotected and can be intercepted and altered by third parties. In addition to the contents, the sender and recipient of the e-mail can be identified by third parties. This also applies to e-mails used for communicating with JBM. JBM is authorised by the customer to send him e-mails. JBM accepts no liability whatsoever for damages caused by faulty, impaired or intercepted and scrutinized transfers of e-mails. These conditions similarly apply to other unprotected forms of communication, which are comparable in functionality and risk potential that are presently being used or may be used in the future.

Messages sent to addresses (namely e-mail addresses) provided by the customer or that have been previously used successfully in correspondence with JBM are considered to have been delivered correctly. In the case of e-mails, the valid time of delivery is the time of despatch by JBM; for postal transactions, it is assumed that correspondence sent by priority post has been delivered, also abroad, by the latest four days after deposit at a Swiss Post Office unless evidence to the contrary is provided.

## **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.

### **Purchase by invoice with partial payment option (POWERPAY)**

As an external payment provider, MF Group/POWERPAY offers the payment option 'Pay by invoice'. You can simply pay for your online purchase by invoice using the order invoice. If you do not make the payment within the specified period, you will receive a subsequent monthly invoice the following month with an order overview.

When a purchase agreement is made, POWERPAY takes on the amount receivable and processes it using the payment method selected. By selecting purchase by invoice, you are also agreeing to our GTC, POWERPAY's [GTC \(https://www.powerpay.ch/en/agb\)](https://www.powerpay.ch/en/agb). (powerpay.ch/en/agb).

You will receive the single invoice free of charge by email. With purchase on invoice you accept the [GTC \(https://www.powerpay.ch/en/agb\)](https://www.powerpay.ch/en/agb) from POWERPAY (powerpay.ch/en/agb), provided you have a valid email address.

### **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.

## **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).

## **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.

## **JBM Services**

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

JBM acts as organiser for a combination of several services such as excursions and overnight stay or overnight and ski pass with a total price provided and pre-arranged packages (Package holiday<sup>1</sup>). The following general provisions are valid for the packages in their entirety. The delivery of the purchase authorisations (voucher, tickets, etc.) is done for each of the service components separately. If a cancellation or rebooking occurs up to 14 days before arrival, a processing fee of CHF 50.00 is charged. After this period, the cancellation fee is 100% of the booked offer.

JBM does everything it can to ensure that the services bundled into the package can be provided. If JBM determines that a significant part of the package cannot be delivered (for example, due to meteorological conditions), JBM will attempt to provide a substitute for the customer. If this is

unsuccessful, the customer can demand reimbursement of his advance payment to the extent of the reduction in provided services.

The departure point for a package tour is located within Switzerland in all cases. The arrangement of all travel from outside Switzerland is the responsibility of the customer and thus not included in the services of JBM as tour operator. Customers from abroad are advised to obtain information on travel formalities for visiting Switzerland before placing an order.

## **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](http://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.

## **Souvenir Shop (Accessories)**

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.

## Event organiser

Events for which tickets can be purchased on [jungfrau.ch](https://www.jungfrau.ch) are usually organised by a third party. JBM is the agent of the contract with the organiser (for pertinent information, see [Appendix \(https://www.jungfrau.ch/de-ch/agb/#c945\)](https://www.jungfrau.ch/de-ch/agb/#c945)). 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](http://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.

## **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).

## Special provisions

### 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.

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.

### Complaints

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.

### Applicable law and place of jurisdiction

The contractual relationship between the Jungfraubahnen Management AG and its contracting entities, including the question of its realization and the validity of the contract is subject exclusively to Swiss law. The head office of the respective service provider or Jungfraubahnen Management AG is decisive in determining the place of jurisdiction. Application of the "Vienna Sales Convention" (United Nations Convention on Contracts for the International Sale of Goods, CISG) is expressly excluded.

## Hotels

For hotels that can be added individually to the shopping basket, the customer completes a contract (Retail Hotel) with the selected hotel for which JBM acts as an agent. Each hotel has its own conditions of contract, which if necessary can be consulted via the Internet or requested directly from the hotel. The hotels apply the following unified cancellation and rebooking conditions to the customer. These are valid subject to other (subsequent) mutual agreements made directly with the hotel. The following conditions are applicable in particular where the hotel cancellation is arranged via the JBM Help Desk. The general conditions for cancellation are as follows: If a cancellation or rebooking occurs up to 5 days before arrival, a processing fee of CHF 50.00 is charged. After this period, the cancellation fee is 100% of the booked service.

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 JBM 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.

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## Holiday Apartments

JBM is agent of the lease agreement with the holiday apartment landlord. It is responsible for proper booking of holiday apartments on site and for the settlement of the arrangements concerning the rent received in advance. The visitor's tax is paid by the customer on site directly to the holiday apartment landlord.

The apartments that can be placed as individual items in the cart, come from a pool that is managed by Jungfrau Region Tourismus AG. It has given JBM the responsibility to handle the resulting

organisational tasks resulting from the booking of the holiday apartment. However, it is merely an agent of the offer (sub-agent).

The customer concludes its lease directly with the holiday apartment landlord. The customer is liable for the clean and good condition of the holiday apartment, unless he is deemed not at fault. The leased property may not be occupied by more than the number of persons stated in the lease. Damage caused by the customer must be paid by the customer in full. They are to notify the owner or his representative before departure.

If the customer comes to JBM with a legitimate concern or a hardship, then it will assign this matter to Jungfrau Region Tourismus AG for further handling or mediation between tenant and landlord. Jungfrau Region Tourismus AG decides the consequences of the claim and handles it according to their terms and practice. They apply the following conditions:

The compiled information in the Jungfrau Region Tourismus AG system about the apartments has been carefully and conscientiously collected. However, if shortcomings should still be present that cannot be resolved easily and locally, Jungfrau Region Tourismus AG is to do its best to rectify the situation or to provide an equivalent accommodation. If the customer's booked accommodation or the proposed equivalent alternative is not used, then there shall be no refund. If the tenant wishes to cancel the lease for a reason that is not covered by the cancellation insurance, the following conditions apply: If a cancellation or rebooking occurs up to 42 days before arrival, a processing fee of CHF 50.00 is charged. After this period, the cancellation fee is 100% of the booked service.

Jungfrau Region Tourismus AG points out that any complaints or possible claims may only take place within 72 hours of using the service. Claims are to be confirmed with Jungfrau Region Tourismus AG directly in writing within 10 days after the end of the stay, otherwise any claim for assistance in handling shall lapse. The claim for damages may under no circumstances exceed the amount of the rent. If no agreement can be reached, then the ordinary Swiss jurisdiction for leased properties (Thun, Canton of Bern, Switzerland) shall apply.

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## **Ski and Snowboard School**

JBM works exclusively with members of the Association of Swiss Snowsports (Swiss Ski and Snowboard Schools) for arranging for supervision and instruction in skiing and snowboarding schools. The customer concludes his contract directly with the snow-sports school. Arrangements can only be settled directly with them. In particular, JBM does not accept any cancellations nor does it process refunds. Instruction and supervision offers from Grindelwald Sports AG and the Swiss Cooperative Ski and Snowboard School Wengen can be booked on [jungfrau.ch](http://jungfrau.ch).

Grindelwald Sports AG: The snow-sports school of Grindelwald Sports AG is located in Grindelwald. It concludes its contracts under the following general conditions:

The group lessons for ski or snowboard beginners starts on Monday. The course registration deadline for each group offer is on the day before the course begins. Somewhat experienced and advanced participants can, if desired, join a group during the week, if it is not yet fully booked (not available on the Internet). Private lessons, depending on the availability of ski instructors, may also be booked on short notice, i.e. on the day of the course.

Absences from group lessons may only be refunded with the presentation of a doctor's note. Private lessons can be cancelled without penalty by 5 pm the previous evening. For cancellations afterwards, 100% of the cost is charged.

Should the course be rendered impossible due to weather and snow conditions, regulatory actions, force majeure, closed-down cable cars or security reasons, then the snow-sports school shall be entitled to cancel the lessons. Cancellations will be immediately communicated to the guests. In case of cancellation due to the events described, there is no entitlement to refunds. The ski school is obliged to offer an equivalent replacement programme.

Each group offer has a minimum number of participants per snow-sports equipment, age category and experience level. If this minimum number is not reached, the snow-sports school can cancel the course. The guest shall be refunded the entire course fee. If a private lesson has to be cancelled by the snow-sports school (for example, due to illness of the instructor), the entire course fee is refunded.

Due to weather and snow conditions, the indicated venue and choice of the snow-sports area may change.

If the minimum number of participants per snow-sports equipment, age category and experience level are not reached during the week of classes, the snow-sports school reserves the right to combine groups or to conclude the course early. If the weekly lesson is concluded, the guest will be refunded the course fee pro rata respectively, according to the price breakdown of the snow-sports school for the training days not received.

During peak periods, the snow-sports school may offer the half-day group lessons in the afternoon rather than the morning. This is due to capacity constraints in each practice area and because of the desired quality of teaching.

If the lesson needs to be concluded prematurely, due to the guest's lack of fitness or improper use of the snow-sports equipment, all claims to a refund are voided.

The participant shall be responsible for insurance. No liability is assumed for accidents. The snow-sports school recommends that all guests take out an accident and health insurance prior to the start of the course.

The exclusive jurisdiction is Interlaken. All disputes are subject to Swiss law.

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## Sport equipment

JBM procures the rental of equipment on [jungfrau.ch](http://jungfrau.ch) from the company INTERSPORT Rent-Network Jungfrau Region AG. Rent Network rents under the following rental conditions: The renter confirms having received rental equipment that is in proper condition. The rental company will cover normal wear and tear of the equipment. The renter is liable for damage ensuing from careless use of rental equipment. The rental charge includes loss and theft insurance. In the case of loss or theft, a police report is required. The rental skis are equipped with tested security bindings. The renter accepts that even with individually-adjusted bindings, not every risk of accident can be excluded. The bindings are carefully adjusted according to the renter's specific needs. If the equipment is returned after 10 am, a whole day's rent will be due.

Explanation of categories

- Kid - according to age (up to age 6)
  - Junior - according to age (ages 7 – 12)
  - Economy - older material, limited choice, more suitable for beginners
  - Premium - season's latest material, wide selection, for average to very good skiers/snowboarders
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## Event tickets

JBM is - unless it is not expressly acting as organiser - agent of 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.

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## Car parks

Jungfrauabupaten 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 in 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](https://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 parking garage 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 parking garage 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 parking garage 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 parking garage 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.

## Lauterbrunnen car park

Rental period: A period of at least 5 days (winter) or 3 days (summer), and a maximum of 31 days (winter and summer) can be booked.

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.

## 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.

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## Short-term travel insurance

# Customer information and Terms and Conditions

MobiTour: Issue November 2017 (650.080.101)

## What you should know about your travel insurance

We are happy to provide you with information about the key contents of your insurance offer. The following information is intended to give you the necessary overview and provide answers to frequently asked questions. It contains simplified explanations and does not replace insurance confirmation or the General Terms and Conditions included in this document.

### 1 Who are we?

The insurance provider is:

- Schweizerische Mobiliar Versicherungsgesellschaft AG, a Mobiliar Group company. It is structured as a cooperative association and is headquartered at Bundesgasse 35, 3001 Berne.
- Mobi24 Call-Service-Center AG, a Mobiliar Group company headquartered at Bundesgasse 35 in 3001 Berne.

## **2 What scope of coverage does the insurance provide?**

### **Cancellation costs**

If you or an insured person are not able to take a trip or have to abandon it because of a serious illness, major pregnancy complications, serious injury or death, the cancellation insurance will assume contractually owed costs up to the arranged sum insured.

## **3 What are the most important exclusions?**

The insurance shall not cover events

- which have already occurred at the time of concluding the contract or which was foreseeable for the insured person;
- which occur during participation in races, rallies or similar competitions;
- which occur in connection with audacious actions to which the insured person knowingly exposes himself or herself;
- if the set minimum check-in times are disregarded and the trip therefore cannot be undertaken or continued.

## **4 What benefits apply in the case of a claim?**

The benefits to be provided by Swiss Mobiliar in the case of a claim are defined in the General Terms and Conditions and the applicable laws.

## **5 What premiums are owed?**

The premium is paid for the entire contract term when the contract is concluded. It includes the legal surcharge for federal stamp duty (5%).

## **6 What are your most important obligations?**

The insured person or claimant is obliged to provide all information and documentation necessary for the assessment of a claim such as medical certificates including diagnosis, official death certificates, police reports, original invoices, etc. without being asked to do so. In the event of illness or accident, the physicians providing treatment must be released from their professional confidentiality obligation.

## **7 What applies in relation to the term of the insurance contract?**

The cancellation costs insurance cover begins on the date of the definitive booking and ends on the last day of the booked arrangement.

## **8 What applies with regard to data protection?**

Swiss Mobiliar adheres to Swiss data protection law in connection with the processing of personal data. Data resulting from the insurance relationship or from the settling of a claim are processed by Swiss Mobiliar and used in particular to determine premiums, assess risks and handle claims, as well as for group-internal marketing purposes (e.g. market research, creation of customer profiles) and to cultivate and document current and future client relationships. Conversations with our call service centre may be recorded to ensure a perfect service and for training purposes. Such data may be stored physically or electronically. Data no longer required is deleted insofar as this is legally permitted.

If required for contractual processing or claims settlement, Swiss Mobiliar may pass on data to third parties in Switzerland or abroad that participate in the insurance, in particular co-insurers and reinsurers, and/or to such companies of the Swiss Mobiliar Group that are involved in the conducting of the insurance relationship.

Swiss Mobiliar may pass on information to co-insurers or subsequent insurers, and obtain relevant information on claims experience to date from previous insurers or other third parties, in particular for the purpose of risk assessment and the determination of premiums. The above also applies if the insurance contract is not concluded.

## **Common provisions**

## **A Legal bases**

The legal bases are the agreements made in accordance with your policy, the Swiss Federal Law Governing Insurance Contracts (VVG), the Swiss Civil Code and the Swiss Code of Obligations.

The legal basis for insured risks in the Principality of Liechtenstein is the insurance contract law applicable there. Its mandatory provisions take precedence over any provisions to the contrary in the General Terms and Conditions.

## **B Start and duration of the contract**

The cancellation costs insurance cover begins on the date of the definitive booking and ends on the last day of the booked arrangement.

## **C Reporting duties and obligations**

### **1 Report in the event of a claim**

1. You are obligated to notify us immediately using one of the following channels:
  - 1.1. For emergencies: Mobi24 Call-Service-Center AG,  
Bundesgasse 35, 3001 Berne  
Tel. 00 800 16 16 16 16 or 0844 84 84 84
  - 1.2. Claims which do not require an intervention by Mobi24 Call-Service-Center AG must be submitted to the claims office or to Schweizerische Mobiliar Versicherungsgesellschaft AG, Bundesgasse 35, 3001 Berne.
2. You authorise us to obtain all information required to determine the damage and must make available the information required to justify your claim for compensation.

### **2 Obligation to mitigate damage**

1. In the event of an insured event, you are obligated to do all in your power to mitigate the damage.

If notification or conduct obligations are violated with fault, we may reduce or refuse benefits.

This restriction does not apply if, in the light of the circumstances, it is judged that the injury was not caused by negligence or the loss would have been sustained even if the obligation had been fulfilled.

## **D Compensation**

### **1 Due date of compensation**

The compensation is due four weeks after the time when we have received all documents required to determine the amount of the damage and our scope of service.

The payment obligation is deferred for the time during which the compensation cannot be determined or paid due to the fault of the policyholder or claimant.

Maturity does not apply for as long as

1. there are doubts regarding the claimant's right to receive the payment;
2. a policy or criminal law investigation is under way regarding the damage and the proceedings against the policyholder or claimant are not yet complete.

### **2 Reduction of compensation**

In the event of a culpable violation of the statutory or contractual provisions or obligations, we may reduce the compensation to the extent that this influenced the occurrence or scope of the damage.

This also applies if the measures to protect the insured property were not taken as required under the circumstances.

This disadvantage does not apply if the violation or omission must be treated as not being culpable under the circumstances.

### **3 Claims against third parties**

1. If we or Mobi24 have provided benefits under this policy for which claims can also be made against third parties, the insured persons must assign these claims to one of the above service providers up to the amount of the benefits provided.
2. If an insured person is entitled under other insurance contracts, the cover shall be limited to that part of our services which exceeds the cover provided by the other insurance contract.
3. If several insurances apply with associated insurance providers, all costs shall only be reimbursed once.

### **4 Limitation and forfeiture**

1. The claims from this contract have a limitation period of 2 years after the occurrence of the fact on which the performance duty is based.
2. Any rejected compensation claims which are not asserted in court within 2 years of the occurrence of the insured event are forfeited.

## **E Ascertainment of damage**

1. The insured person or claimant is obliged to provide all information and documentation necessary for the assessment of a claim such as medical certificates including diagnosis, official death certificates, police reports, original invoices, etc. without being asked to do so. In the event of illness or accident, the physicians providing treatment must be released from their professional confidentiality obligation.
2. Evidence of serious illness, substantial pregnancy complications and serious injuries must be provided in the form of a medical certificate.
3. Evidence of serious illness and serious injuries of the pet as well as an unforeseeable unfavourable healing process must be provided in the form of a vet certificate. If a claim is asserted based on an unforeseeable unfavourable healing process, the insured benefits are provided as part of this insurance.
4. Evidence of psychological illness must be provided in the form of a psychiatrist's certificate.

## **F Insured persons**

The insurance covers all persons who have chosen a cancellation costs insurance when booking the arrangement and have paid the premium. The policyholder shall receive an insurance confirmation upon conclusion.

## **G Geographical scope**

The **cancellation costs insurance** is valid for journeys worldwide.

Travel to work does not count as a journey.

## **H Definitions**

1. Journey  
For the purposes of this contract, "journey" shall mean any travel undertaken by the insured persons – irrespective of the purpose – outside of their place of residence and the surrounding areas.
2. Travelling companion who booked at the same time  
Several persons have booked a journey together or have already commenced such a journey.
3. Closely related person
  - Family member, cohabiting partner as well as their children and parents;
  - very close friends with whom close contact is maintained.
4. Natural occurrences  
Flood, inundation, storm (winds of at least 75 km/h), hail, avalanche, snow pressure, rockfall, landslide.
5. Professional sport  
Professional sport is the practising of sport for the purpose of material gain. Material gain is understood to mean all forms of compensation in excess of the covering of expenses.
6. Public transport  
Publicly accessible means of transport intended for public use which travel based on a timetable and for which a ticket must be validated.
7. Pets  
Pets only means dogs and cats.

## **I General restrictions**

1. In the event of requisition by military or other authorities, warlike events, violations of neutrality, revolution or rebellion and the measures taken against them, and also in the event of changes in the atomic nuclear structure, we shall only provide the insured services if the insured person can prove that the loss or damage is completely unrelated to these events. Should the insured person be taken by surprise by one of these events outside Switzerland or the Principality of Liechtenstein, we shall only provide benefits for the 14 days after the initial occurrence of the event in question.
2. In the event of civil unrest (acts of violence against persons or property from mobs, riots, commotions, etc.) and the measures taken against them, we shall only provide the insured services if the insured person can explain satisfactorily that all appropriate precautions were taken to prevent the damage.

## **K General exclusions**



### **The insurance shall not cover events**

1. which occur during participation in races, rallies or similar competitions, Moreover, insurance cover shall generally exclude all journeys on racing tracks, circuits and other traffic areas used for comparable purposes. This provision applies domestically and abroad;
2. which occur during participation in competitions or training sessions in connection with professional sport and generally in connection with sports involving constant bodily contact and the aim of hurting the opponent (e.g. boxing, wrestling, kickboxing, etc.);
3. which occur whilst intentionally committing crimes and misdemeanours, or during the attempt to commit such offences, and while taking part in fights;
4. which occur in conjunction with extreme drunkenness (blood alcohol level of 2.0 milligrams or above) or the misuse of medication, drugs or other chemicals;
5. which have already occurred at the time of concluding the contract or booking the travel arrangement, or which was foreseeable for the insured person;
6. during which the person knowingly exposes themselves to an especially high risk (audacious action);
7. in connection with kidnapping.

### **L Economic, trade or financial sanctions**

Irrespective of any contractual provisions to the contrary, this insurance contract does not provide insurance cover or other services by the insurance provider to the extent that and so long as these are contrary to applicable statutory economic, trade or financial sanctions.

### **M Jurisdiction**

In the event of differences in opinion for claims under this insurance, you may assert claims against Mobiliar, i.e.

1. at your residence in Switzerland or Liechtenstein or
2. at Mobiliar's headquarters in Berne.

### **Cancellation costs**

#### **1 Insured risks**

1. The insured person or a travelling companion who booked at the same time
  - 1.1. becomes seriously ill, suffers severe pregnancy complications, is seriously injured in an accident or dies;
  - 1.2. is prevented from travelling or forced to return home because a person who is closely related or the person deputising for them at work becomes seriously ill, suffers severe pregnancy complications, is seriously injured in an accident or dies, or due to serious damage to the building where they live or the contents thereof. If, as a result of the above, the presence of the insured person or their travelling companion is required at home or at work;
  - 1.3. is prevented from continuing with the journey as a result of the cancellation of public transport, including grounding or insolvency of an airline. whereby delays or diversions shall not apply;
  - 1.4. is prevented from taking the trip by a strike or civil unrest of any kind (acts of violence against persons or property during riotous assemblies, riots, commotions, etc.) outside Switzerland or the Principality of Liechtenstein or by a quarantine, epidemic, earthquakes, volcanic eruptions or natural occurrences if the insured person's life is endangered or if an official Swiss government office (Federal Department of Foreign Affairs (FDFA) or Federal Office of Public Health (FOPH) has issued a warning against travelling to the country/region concerned;
  - 1.5. is prevented from travelling because of starting a new job or because their employer terminated the employment contract. The specific change to employment must be unexpected and a surprise for the affected person and must not have been known at the time of booking the trip (promotion does not count as a new job);
  - 1.6. is prevented from travelling because their passport or identity card was stolen.
2. The insured person is prevented from travelling or delayed, must extend the trip or end the trip early, because their pet or the pet belonging to a person sharing the household (dog or cat) has fallen seriously ill, has suffered a serious injury due to an accident or dies and the insured person's presence is urgently required at the place of residence.

## 2 Insured benefits

The insured benefits are limited to the cost of the travel arrangements. The following benefits will be provided for each insured event:

1. Prior to commencement of the journey  
The actually incurred, contractually owed cancellation costs, to the extent that this is not the liability of the tour operator according to the Package Holiday Act.
2. If commencement of the journey is delayed

- 2.1. Reimbursement of the costs incurred for unused accommodation or the actually incurred, contractually owed cancellation costs;
- 2.2. any additional travel costs incurred.
3. If the journey is interrupted  
Reimbursement for costs incurred for unused accommodation or the actually incurred, contractually owed cancellation costs.
4. If the journey is prematurely terminated  
Reimbursement of the costs incurred for unused accommodation.
5. The customary charges made by the tour operator or office for cancellations are reimbursed.
6. Event tickets (concerts, theatre, sports events, etc.) are also reimbursed. If these form part of a travel arrangement, the tickets (ticket costs only, excluding processing, insurance and delivery fees) are reimbursed up to an amount of CHF 500 per person and event.

## Restrictions

1. If an insured person suffers from a chronic illness which did not make the undertaking of the journey appear doubtful when the insurance was taken out, we will pay the insured expenses incurred if the journey has to be cancelled due to serious and acute aggravation of the illness. This shall also apply if the insured person in a situation of this kind dies unexpectedly as a result of a chronic illness.
2. If the insured person becomes psychologically ill, insured benefits are only paid if a psychiatrist's certificate is submitted in which a serious psychological disease is diagnosed/confirmed.
3. Events triggered by the insured pet are limited to CHF 5,000 for the services for each insured event.

## Not covered by the insurance

1. Damages resulting from disregarding the set minimum check-in times and the trip therefore cannot be undertaken or continued;
2. Claims for the tour operator's cancellation costs charged to the insured person, to the extent that
  - the tour operator is subject to the Package Holiday Act and
  - the tour operator does not execute the journey (including if the reason for the cancellation is an official order) and
  - the insured person has not yet started the trip;
3. Airport taxes and similar fees if these must be reimbursed by a third party;
4. Costs in connection with basic training, secondary or additional training courses or retraining aimed at attaining, refreshing or expanding professional knowledge and skills;

5. Consequences of trips during which a medical or plastic surgery operation is carried out which was planned in advance and whose disruption or cancellation is due to this operation;
6. the following events, triggered by pets:
  - Dogs and cats from commercial animal husbandry;
  - Consequences and illnesses which were known at the start of the contract or when booking the trip;
  - Events relating to participating in competitions and races or during hunting;
  - Vaccinations and consequences thereof as well as consequences of surgical operations.

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