

1. Applicability

The General Terms and Conditions of Business apply to all services and products, whether these incur a fee or are free of charge (hereinafter referred to jointly as “**services**”), that are offered by Arosa Tourism, Arosa Bergbahnen AG, Lenzerheide Marketing und Support AG and Lenzerheide Bergbahnen AG (hereinafter referred to jointly as “**Arosa Lenzerheide**”) via the website arosalenzerheide.swiss and at physical sales outlets, counters, shops, etc.

By using one of these services, the customer accepts these General Terms and Conditions of Business for himself/herself and any participants.

In addition, special provisions may apply when using certain services. These are stipulated in the corresponding contracts (e.g. contracts regarding leased items or the transport of goods) and take precedence over any provisions contained in these General Terms and Conditions of Business.

In addition, the special terms and conditions of use for arosalenzerheide.swiss also apply (cf. below following these General Terms and Conditions of Business) and they contain specific regulations for visiting and booking via the website. With regard to the website, the special terms and conditions of use take precedence over the General Terms and Conditions of Business.

2. Contract conclusion

In the case of written bookings, bookings via the Internet, by fax, SMS or other electronic communication media, the acceptance of the booking will be explicitly confirmed to the customer. These confirmations, together with any prospectuses with service descriptions and the fee to be paid, form the contract. The contract only

comes into force when Arosa Lenzerheide notifies its confirmation. The written confirmation can also be given in electronic form. If services are ordered verbally at the sales points envisaged for this purpose, the contract is concluded with the unconditional acceptance of the order by Arosa Lenzerheide.

Arosa Lenzerheide sells its services directly and via intermediaries/partners. If a product is sold via an intermediary/partner, the contract is concluded with the latter.

The special provisions regarding third-party services (Clause 8) remain reserved.

For the contract conclusion with bookings on arosalenzerheide.swiss the respective provisions of the special terms and conditions of use for arosalenzerheide.swiss apply.

3. Information about the services and prices

3.1 Services

The services are defined in the corresponding offer descriptions.

All information (especially those relating to the scope of the services) is subject to change. Arosa Lenzerheide reserves the right to amend service descriptions in prospectuses and on the Internet at any time and without prior notice.

3.2 Prices and terms and conditions of payment

Unless otherwise noted, prices include VAT and are indicated in Swiss francs (CHF).

The daily rate defined by Arosa Lenzerheide applies when accepting foreign currencies. Change will be given in Swiss francs (CHF).

Arosa Lenzerheide reserves the right to amend price information in prospectuses and on the In-

ternet at any time and without prior notice. Specifically, Arosa Lenzerheide has the right to increase the prices in the event of fees, charges and taxes as well as transport costs being introduced or increased after the conclusion of the contract.

Arosa Lenzerheide determines the terms and conditions of payment in the specifications. If such information is not specified, the payment deadline pursuant to the invoicing of Arosa Lenzerheide applies. If payment is not made on time, Arosa Lenzerheide is entitled to refuse to provide the service.

The special terms and conditions of payment in connection with third-party services (Clause 8.3) remain reserved.

4. Disruption to the implementation of the contract

If there are important grounds for this, Arosa Lenzerheide is entitled to amend the agreed service or to offer a substitute.

If the implementation of the contract Arosa Lenzerheide becomes impossible or impaired due to force majeure, the latter is entitled to withdraw from the contract, with reimbursement of the services not used. There is no claim to compensation.

5. Liability

Arosa Lenzerheide is liable to the customer for the proper provision of the service. Liability is excluded if the non-fulfilment or the incorrect fulfilment is attributable to failures or the conduct of the customer or a third party that is not involved in the provision of the service, or to force majeure or to events that are not foreseeable or avoidable. Liability for slight negligence is excluded.

If Arosa Lenzerheide has substantiated cause to assume that an event for which material property of Arosa Lenzerheide is used jeopardises the smooth business operations, the safety or the reputation of Arosa Lenzerheide, they are

entitled to rescind the reservation agreements at any time without compensation.

Any liability for thefts in the winter sports area or for damage to property by third parties is excluded.

Arosa Lenzerheide recommends that supplementary insurance cover is taken out, such as cancellation insurance, travel accident and travel health insurance, return travel costs insurance.

With third-party services, only the respective contractual partner is liable. Joint and several liability that would include Arosa Lenzerheide is excluded, unless explicitly agreed.

No liability can be assumed for lost items and valuables in the case of leased storage depots.

In the case of the transport of goods, goods are to be packed by the customer or the container is to be designed so that it corresponds to the usual standards (Euro pallet). Fragile goods are to be packed in such a way that there can be no damage to goods during transport (recommendation: transport case). Arosa Lenzerheide rejects any liability if specifications are not complied with. The instructions of the mountain railway company and/or supervisory staff are to be complied with.

The special liability provisions in connection with the sale and use of lift tickets and facilities (Clause 7.7) and the special liability provisions in connection with third-party services (Clause 8.8) remain reserved.

6. Sale and use of lift tickets and facilities

6.1 Terms and conditions of conveyance

With the sale of a lift ticket, Arosa Lenzerheide undertakes to convey the lawful ticket holder or his/her effects. The use of all prepared and marked slopes as well as hiking, biking and toboggan paths is included. Sports equipment will only be transported if the infrastructure and

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safety equipment so permit and the terms and conditions to protect wild animals and wild animal rest areas are not breached. Arosa Lenzerheide and/or the authorities may place restrictions on the use of paths and slopes. The published transport provisions and instructions of the mountain railway staff apply.

For safety reasons, no persons with children in piggybacks, backpacks, other carrying devices or on the shoulders are carried on the ski lifts or chairlifts. In this case, the use of the ski and toboggan runs is also not permitted.

6.2 Restriction on use

If Arosa Lenzerheide cannot meet its obligations in connection with the sale and use of lift tickets and facilities as the result of circumstances beyond its control, or cannot do so temporarily or only in part, the customer will not incur any claims towards Arosa Lenzerheide. This applies in particular in the following cases:

- Suspension of operations, slope and path blockages due to accidents, force majeure such as wind and the influence of weather, power failure, risk of avalanches, strikes or regulatory orders
- Overloading of the transport facilities or overfilling of the slopes and paths and resulting possible waiting times
- Interruptions and temporary suspensions of operations of parts of the transport facilities as the result of construction or maintenance work or to technical issues

During the staging of public events, the access to individual facilities can be refused or tied to the purchase of a ticket for the event. Access to slopes and paths may also be blocked.

Arosa Lenzerheide may adjust the services offered in line with demand, official directive or the weather conditions.

6.3 Terms and conditions of use

Arosa Lenzerheide determines the terms and conditions for use. The customer is required to comply with the published instructions. These are in particular:

- Instructions from staff
- Blocking of slopes and paths
- Markings, warning signs and instructions for using the mountain railways
- FIS [International Skiing Federation] rules
- Rules regarding trail tolerance

In addition, inconsiderate behaviour or drunkenness/drug abuse will not be tolerated.

Facilities and equipment of Arosa Lenzerheide may not be damaged or contaminated. Any costs for repair/cleaning are to be paid by the perpetrator.

In the event of breaches of the terms and conditions of use, Arosa Lenzerheide can exclude the customer without compensation temporarily or permanently from use.

In the event of wilful damage or in the event of specific risk to other people and in the event of a circumstance disturbing public transport (Art. 237 of the StGB (Strafgesetzbuch [Criminal Code])), the mountain railway company is entitled to report the incident to the police.

6.4 Validity in public transport

Arosa Lenzerheide publishes the provisions with regard to the use of public transport in connection with a lift ticket. For it to be valid in public transport, the ticket/confirmation must have a corresponding note and the published provisions must be complied with.

6.5 Costs for rescue operations

If a customer has an accident when using the mountain railways and the prepared and controlled slopes in the snow sports area of Arosa Lenzerheide, in the Arosa Bear Sanctuary or in the Lenzerheide Bikepark, he or she can use

the rescue service of the mountain railway company. The use of the rescue service is charged at defined flat rates per case of between CHF 100 and CHF 500 plus personnel expenses and material costs. The effective external costs will also be invoiced for transportation by ambulance. Other third parties' costs (e.g. helicopter transport, visits to a doctor, ambulance) are to be paid directly by the customer. It is a matter for the customer to file any reimbursement claims with his/her insurance. An accident for which liability claims are filed against Arosa Lenzerheide is to be reported immediately to the respective operations management or at the information counter of the mountain railway company in order to provide precise details about how the events happened.

6.6 Off-piste skiing / Wildlife and forest protection zones

There are increased risks for off-piste skiers, skiers and snowboarders away from the marked and controlled slopes. People who leave trails on dangerous slopes tempt other inexperienced skiers to imitate them, which can result in avalanches if the weather and snow conditions change. The mountain railway company's slopes are located in open terrain. Small areas of woodland are deemed to be protected forest and wildlife protection zones and are avoided. Trees and shrubs are not to be damaged and the wildlife is not to be disturbed or driven out of its territories. The forest and wildlife protection zones are marked accordingly. The customer is explicitly requested to observe the information boards of the mountain railway company. Skiing on blocked or marked forest and wildlife protection zones can result in a person's personal ticket being withdrawn or the matter being reported to the responsible authorities.

6.7 Complaints/Liability

Any complaints by the customer that relate to the service provision by Arosa Lenzerheide pur-

suant to Clause 7 are to be reported immediately to the mountain railway company or to its employees. If such a report is not made immediately, the customer will lose any claims against the mountain railway company.

The mountain railway company is liable for personal injury and damage to property that is caused by it or its employees, subject to the following provisions. The relevant provisions of the Swiss Code of Obligations apply in subsidiary form. Where permitted by law, liability is restricted to grossly negligent and wilful conduct.

Liability of the mountain railway company for damage to property and personal injury is specifically excluded in the event of accidents arising from

- non-compliance with information and markings and from leaving the secured and controlled slopes
- ignoring instructions and warnings by the railway staff or the slope and rescue service
- ignoring warnings of the risk of avalanches
- negligent or wilful conduct on facilities, slopes and paths
- carrying out hazardous sports such as freeriding, downhill and enduro biking, paragliding etc.

Moreover, the liability of the mountain railway company is primarily based on the guidelines of the general safety obligation for snow sports descents. The mountain railway company is not liable for accidents outside of the secured and marked ski slopes. Furthermore, any liability for accidents on bike, hiking and toboggan paths is excluded.

As a part of the maintenance of the transportation facilities, lubricants are used and abrasion can be caused by guidance rollers. Depending on the weather, this can lead to slight soiling of clothing. As far as legally permissible, the

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mountain railway company are liable only in the case of improper use of lubricants. The liability is limited to the value according to the time value table for the life expectancy of winter sports clothing (maximum 4 years).

The mountain railway company is liable pursuant to these General Terms and Conditions of Business and the relevant national laws for personal injury or damage to property that is the result of non-fulfilment or improper fulfilment of the contract.

6.8 Use of the lift tickets

With the exception of special provisions in the prospectuses and publications, lift tickets are personal and non-transferable. Arosa Lenzerheide specifies which tickets must contain a name and/or photo.

If a lift ticket is valid for one or more specific days, it cannot be transferred to other days. There is no right to reimbursement for unused days.

Lift tickets for which the customer decides himself/herself when within a certain period of time they are to be used (flexi day tickets) cannot be extended or reimbursed.

6.9 Reimbursements

6.9.1 General

There is only entitlement to a proportionate reimbursement on presentation of a medical certificate and this entitlement expires with the end of the respective season. If the lift ticket has been used in the period covered by the medical certificate, the entitlement to reimbursement also expires.

For passes that are also valid in partner areas the specific provisions are applicable.

6.9.2 Annual passes

The reimbursement is done on a proportionate basis from the date after which the card could no longer be used:

- By the end of October: 80%
- By the end of November: 70%
- By the end of December: 60%
- By the end of January: 45%
- By the end of February: 30%
- From March onwards: no reimbursement

In the case of family passes, the proportionate discount will be deducted from the individual purchase before calculating the reimbursement.

The medical certificate (sports incapacity / illness) must cover at least 30 operating days for an annual pass.

Official closure due to pandemic

In case of an official order by the authorities to close the entire ski area as a result of a pandemic, the mountain railways grant the following reimbursements for the annual passes:

$$\frac{\text{Price paid} \times \text{operating days lost}}{260 \text{ Operating days}}$$

The entire area of validity must be affected by the closure. Closure days count if there are less than 260 operating days due to the closure order. Days lost due to the purchase date are not taken into account in the calculation. The reimbursement will be credited or issued as a credit note with the purchase of the next annual passes.

6.9.3 Season passes

The provisions of the annual passes are applicable. The proportionate reimbursement is:

Sommer passes

- By the end of June: 50%
- By the end of July: 20%
- From August no reimbursement

Winter passes

- By the end of December: 70%
- By the end of January: 50%
- By the end of February: 30%
- From March no reimbursement

6.9.4 Lift tickets issued for one or certain days

The percentage of the days that could not be used of the total number of the purchased days is decisive for the reimbursement.

6.10 Loss of the lift tickets

If lost multi-day passes can no longer be found, they will be replaced on presentation of the purchase receipt (blocking number receipt).

6.11 Deposit fee Key Card

The lift tickets are issued on a Key Card or another compatible data carrier. When a Key Card is handed over, a deposit of CHF 5.00 is charged; this will be reimbursed when the Key Card is returned. Defective Key Cards will be replaced free of charge if the damage has not been caused by the customer.

6.12 Misuse / Duty to provide evidence of identity

The employees of the mountain railway company and authorised control staff are entitled at any time to carry out ticket checks. When so requested, the ticket holder has to prove his/her identity by means of a valid ID card or an equivalent form of identification. Passes for a specific discount (e.g. disabled pass) must be available for presentation at any time.

If ticket misuse is detected, such as the use of the tickets from/for third parties or falsification/forwarding of passes, this will result in the immediate revocation of the ticket. Handling costs of CHF 250.00 will be charged.

In the event of the offence being repeated, the ticket will be revoked and the matter will be reported to the police.

8. Offers by service providers

8.1 Contractual relationship

Service providers of the holiday region Arosa Lenzerheide (hereinafter referred to “**service**

providers”) provide, among others, services relating to hotels, holiday apartments, group accommodation, sports shops and snow sports schools (hereinafter referred to as “**third-party services**”) that are booked by customers via the website and sales outlets of Arosa Lenzerheide.

Arosa Lenzerheide procures the third-party services of the service providers in their name and for their account. Contracts for third-party services come into effect solely between the respective service providers and the customers.

Arosa Lenzerheide has been explicitly authorised by the service providers to conclude the contracts on behalf of the respective service provider and to carry out the collection of fees for the services booked.

The provisions in Clause 2 of the General Terms and Conditions of Business apply to the contract conclusion and/or the special terms and conditions of use for www.arosalenzerheide.swiss apply for concluding the contract online.

If the customer registers other participants for the third-party services, the customer vouches for the contractual obligations of the participants (in particular payment of the travel price) as he or she does for his/her own contractual obligations.

The provisions of these General Terms and Conditions of Business, especially, the provisions of Clause 8, and the special terms and conditions of use for arosalenzerheide.swiss apply to the contractual relationship between the customer and the service provider, if the booking is made via the website. In addition, the service providers can draw up their own terms and conditions of use. Such terms and conditions of use of the service provider will be pointed out to the customer in the service description and/or at the latest in the booking process. In the event of a contradiction, these General Terms and Conditions of Business, in particular the provisions in this Clause 8, and the

special terms and conditions of usage for arosalenzerheide.swiss take precedence over the terms and conditions of use of the service providers.

8.2 Information about the third-party services

The information about the various services is compiled with the greatest possible care by the service providers, whereby the service providers endeavour to ensure that the information published in each case corresponds to the current status. The details communicated with the booking confirmation are decisive for the third-party services.

Arosa Lenzerheide publishes the information about the various third-party services on behalf of the service providers and is not responsible for their content. The information is non-binding and can be amended at any time without notice. The information about the conditions and the scope of the services do not constitute a binding offer, either from the service provider or from Arosa Lenzerheide.

8.3 Terms and conditions of payment

When booking third-party services, the customer can choose between the indicated options to pay. Invoicing is only possible in the case of bookings that are made more than 45 days before arrival if indicated. A down payment of 30% of the booking total is to be paid within seven days after receipt of the invoice. The outstanding amount is due 30 days before arrival.

If the payment is not made in a timely manner, Arosa Lenzerheide will give the customer a short period of grace on behalf of the service provider. If payment is not made within this period of grace, the contract is deemed to be cancelled and the terms and conditions of cancellation pursuant to Clause 8.4 apply.

In the event of payment by credit card, the full amount will be charged when the booking is confirmed. If the credit card payment is rejected,

the booking is deemed to be cancelled and the terms and conditions of cancellation pursuant to Clause 8.4 apply.

Ancillary costs (in particular with regard to electricity, wood, bed linen, final cleaning and pets) that are not included in the basic price and that have not been settled with the invoice are to be paid generally at the end of the contract in cash and in Swiss francs to the service provider. The ancillary costs are listed in the description of the individual accommodation and information will be provided on how these costs are to be settled. The details regarding the ancillary costs can also be found in the booking confirmation.

In the case of holiday apartments and holiday homes, the service provider can request a deposit when the key is handed over; the amount of the deposit can be found in the service description. The deposit is to be paid in cash and in Swiss francs. When the key is returned, any outstanding amounts will be settled. The deposit is used for the payment of ancillary costs not included in the basic price and to protect any claims for compensation.

The service providers have authorised Arosa Lenzerheide to receive payments on behalf of the respective service provider into the account of Arosa Lenzerheide. With the crediting of the payment into the account of Arosa Lenzerheide, the customer has met his/her payment obligations towards the service provider.

In the case of transfers, the booking number is to be indicated as shown on the booking confirmation. The corresponding bank account details of Arosa Lenzerheide will be listed on the booking confirmation.

8.4 Cancellation fees

The following cancellation policy will apply in absence of explicit details of the booking (for example, non-refundable rates).

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If the customer cancels a booking for any reason, the following terms and conditions of cancellation apply:

- Cancellation is free of charge up to 60 days before arrival
- 59 - 31 days before arrival, 30% of the booking amount is owed
- 30 - 0 days before arrival (no-show), the full amount is owed

If the customer departs early, the proportionate price of the services not used cannot be reimbursed to him/her.

If the accommodation service originally agreed with the customer can be provided to a third party at the same conditions as in the original contract (in particular for the same price and for the same duration; replacement booking), a handling fee of CHF 100.00 will be charged. If the third party purchases the services for a shorter period of time and/or at a lower price, the difference up to the relevant amount indicated above continues to be owed. On behalf of the service provider, Arosa Lenzerheide will send an invoice to the customer up to ten days after the planned end of the contract and will transfer any balance in favour of the customer to the latter's bank account. If a balance results in favour of the service provider, this is payable by the customer on receipt of the statement.

The time when the customer's declaration is received by the mountain railway company during normal office hours is decisive for calculating the date of the cancellation and/or amendment; on a Saturday, Sunday or public holiday, the next working day is decisive. This regulation also applies for notifications by e-mail, via the website of Arosa Lenzerheide, telephone answering machines, fax or other electronic means of communication. The cancellation applies definitively if it is reconfirmed by Arosa Lenzerheide in writing. It is recommended taking out an insurance to cover cancellation costs. A cancellation insurance can be taken out via

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Arosa Lenzerheide at the time when the booking is made.

8.5 Changes to service and prices

The service providers explicitly reserve the right to amend service descriptions and prices before the contract is concluded. The service provider or Arosa Lenzerheide will inform the customer about any changes when the contract is concluded.

After conclusion of the contract, the service provider reserves the right to change the services in the event of unforeseeable or unavoidable events and in the case of force majeure. It will endeavour to offer equivalent substitute services. If this is not possible or, when there is a fundamental amendment to the contract, if the customer rejects the substitute performance for important grounds within five days after receipt of the notification, the amount already paid will be repaid to the exclusion of further claims.

After the conclusion of the contract, the service provider reserves the right to terminate the contract within three working days after it has been concluded without compensation if contractual terms and conditions have been erroneously communicated (in particular with regard to the price or the availability of the service). It will endeavour to conclude a new contract for an equivalent service. If this is not possible or if the customer rejects the new contract within five days after receipt of the notification, the amount already paid will be repaid to the exclusion of further claims.

In the case of prices, a price increase which results from an unforeseeable increase in charges and taxes (in particular VAT or visitor's taxes) or the introduction of new such charges and taxes is reserved. Price increases due to an increase in transport costs or the introduction of charges on certain services also remain reserved. In this case, the customer will be informed up to 22 days before the start of the contract. In the event of an increase by more than 10% of the price

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(without any ancillary costs such as visitor's tax), the customer can withdraw from the contract free of charge within five days after receipt of the notification. In this case, the amount already paid will be reimbursed and further claims excluded.

An increase in ancillary costs (in particular an increase in electricity costs) does not entitle the customer to withdraw from the contract.

8.6 Handover of the contractual property and arrival

The service provider of holiday apartments will contact the customer up to ten days before the start of contract and agree with the customer the handover and return of the contractual property. The aforementioned provision regarding contact does not apply to hotels.

The customer himself/herself is responsible for the outward journey. In the event of delayed arrival, the agreed price remains owed in full, and there will be no repayment of services not used.

8.7 Duties and obligations of the customer in the case of holiday apartments

The maximum number of persons permitted to occupy the booked property is the number of persons listed on the confirmation. The terms and conditions of use for the respective contractual property (in particular the regulations regarding pets, smoking or noise) that can be found in the service description, and the house rules are to be complied with. If the customer breaches the terms and conditions of use and/or the house rules (e.g. through overoccupancy or by keeping pets), or if the customer (or any co-users) excessively and/or repeatedly causes a disturbance, the service provider will grant the customer a brief period of grace to eliminate the non-contractual condition and will terminate the contract without notice if no payment is made after the period of grace has expired. The price paid will not be reimbursed.

Compensation claims by the service provider remain reserved.

If the customer should notice defects when this contract enters into force, these are to be reported immediately to the service provider. Otherwise, it will be presumed that the contractual property has been handed over in a condition pursuant to the contract.

If defects should occur during the term of the contract, the service provider is also to be informed immediately. In the event of defects, the service provider will ensure that they are eliminated. If the defect is not eliminated within an appropriate period and if it is a fundamental defect that excludes the continuation of the contract, the customer can terminate the contractual relationship without notice.

All arriving customers who are spending the night in holiday apartments or holiday homes free of charge have to register at an information office within 24 hours after arrival.

8.8 Liability

The customer is liable to the service provider for careful use of the contractual object. In particular, the customer is also liable for damage caused by co-users. Any damage is to be reported to the service provider immediately. If damage is caused, the service provider can retain an appropriate amount of the deposit to rectify the damage. The customer's liability, however, is not restricted to the amount of the deposit. After the damage has been eliminated, the service provider will send the customer a bill.

The service provider can also claim for damage after the contractual property has been returned if it provides proof that the customer or co-user has caused this damage.

If the booked services cannot be provided due to non-foreseeable or non-avoidable events or force majeure (in particular natural events or

regulatory measures), the contract can be terminated by the service provider without compensation. Amounts paid will be reimbursed in full. Further claims are excluded. Withdrawal by the customer is only possible if the service provider is unable to provide any substitute performance pursuant to Clause 8.5.

If these circumstances occur during the fulfilment of the contract, the price for the services provided remains owed. Services that have not been provided will be reimbursed.

The service provider is responsible to the customer for the provision of the agreed services in compliance with the contract in accordance with the advertisement and booking confirmation, whereby any liability is excluded to the extent permitted by law. All information (in particular regarding public facilities such as the availability and opening hours of swimming pools, restaurants, the climatic conditions or the availability of means of transport) are non-binding.

Arosa Lenzerheide is responsible for the correct booking, whereby no liability is assumed for the service providers, their auxiliary agents, the sales intermediaries used, lost holiday time and/or frustration experienced. Arosa Lenzerheide excludes any liability to the extent permitted by law.

8.9 Ombudsman of the Swiss Travel Industry

The Ombudsman of the Swiss Travel Industry can be contacted before taking a dispute to court. In the event of disputes between customers and Swiss travel companies, the Ombudsman will endeavour to find a fair and balanced solution for both parties.

Contact: Ombudsman of the Swiss Travel Industry, Etzelstrasse 42, P.O. Box, 8038 Zurich

9. Data protection

The collection and the processing of the personal data of the customers by the mountain

railway company is explained in the data protection declaration at arosalenzerheide.swiss. This forms an integral contractual component of the General Terms and Conditions of Business.

10. Severability clause

The total or partial invalidity or ineffectiveness of individual provisions of these General Terms and Conditions of Business will not affect the validity of the remaining provisions or parts of such provisions.

Invalid or ineffective provisions are to be replaced by provisions that come as close as possible to their legal or commercial meaning. The same procedure is to be applied if there is an omission in these General Terms and Conditions of Business.

11. Applicable law and place of jurisdiction

All legal relationships between the customer and the mountain railway company and between the customer and the service provider are governed solely by Swiss law.

The sole place of jurisdiction for disputes arising from or in connection with legal relationships between the customer and Arosa Lenzerheide is Chur, Switzerland.

The sole place of jurisdiction for disputes arising from or in connection with a contract between the customer and the service provider is the domicile or registered office of the service provider.

Special terms and conditions of use for arosalenzerheide.swiss (Online General Terms and Conditions of Business)

1. Scope of validity

Unless otherwise explicitly stated below, the same abbreviations and definitions are used for the Online General Terms and Conditions of

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Business as in the General Terms and Conditions.

The website www.arosalenzerheide.swiss (hereinafter “website”) is operated by Arosa Lenzerheide. These Online General terms and conditions of business in the version current at the time when the contract is concluded apply for all business relationships between the user of the website and Arosa Lenzerheide in connection with the use of the website and bookings of services via the website. They form an integral and supplementary component for all bookings that are made via the website.

In addition to and/or together with these Online general terms and conditions of business, the General Terms and Conditions of Business of Arosa Lenzerheide that are applicable for all contractual relationships, irrespective of the sales channel, also apply for bookings via the website. The General Terms and Conditions of Business, in particular Clauses 7 and 8, are relevant if lift tickets or third-party services are booked via the website. The following Online general terms and conditions of business only include website-specific provisions.

Arosa Lenzerheide can amend these Online General Terms and Conditions of Business at any time. The version that is in force during the visit or during a booking is decisive.

Different contractual terms and conditions, specifically also those that the customer declares are applicable together with the acceptance of the contract are only valid if and to the extent that they have been explicitly accepted by Arosa Lenzerheide in written form.

2. Registration

It is left to the user to decide whether to register for the website or to make a booking without registration. Certain functions of the website, however, are only available to registered users.

During registration, the user is required to provide correct information about himself/herself.

Arosa Lenzerheide reserves the right to delete user accounts at any time and without indicating grounds or to block a user name and the password.

3. Offers

The depictions and information on the website are provided without obligation. Arosa Lenzerheide reserves the right to modify the services and their depiction and description at any time and to remove certain services from the website entirely. Arosa Lenzerheide excludes any liability for typographical errors, incorrect or incomplete information and depictions.

Arosa Lenzerheide will endeavour to ensure the best possible availability of the services offered on the website. The presentation of a certain service on the website, however, does not mean that Arosa Lenzerheide guarantees that it is available. This applies in particular, but not conclusively, to third-party services that are offered by service providers and for which Arosa Lenzerheide is not responsible (cf. Clause 8 of the General Terms and Conditions of Business).

4. Conclusion of contract

If the customer submits a booking via the website, he or she issues a binding offer for conclusion of a contract with Arosa Lenzerheide and/or in the event of third-party services with the respective service providers (Clause 8).

A binding order is only initiated when the customer has entered all the data necessary to implement the contract, has confirmed that he or she has noted the General Terms and Conditions of Business and these Online general terms and conditions of business and has clicked on the button “Book now”. Until this button has been clicked, the customer can first place services in the shopping trolley without any obligation and change his/her indicated data at any time by using the correction aids

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provided for this and explained in the order process.

After submitting the booking, the customer will receive an automatically generated confirmation of receipt for his/her booking by e-mail. This contains the data of the booking. The confirmation of receipt does imply that the contract has been concluded; the confirmation of receipt only records that the booking has been received by Arosa Lenzerheide.

The contract is concluded when Arosa Lenzerheide declares the acceptance of the contract. Arosa Lenzerheide declare acceptance of the contract by confirming the booking to the customer (confirmation of booking).

The contract is only concluded for the services that are explicitly listed in the confirmation. This also regulates the extent of the services.

5. Payment

If there are no special terms and conditions of payment for individual offers and services, about which the customer is explicitly informed during the booking process, the provisions in the General Terms and Conditions of Business apply.

Discounts or vouchers will only be accepted on the terms and conditions indicated on the voucher. The entry of a voucher code or value is done during the payment process. Discounts not claimed during this process cannot be retrospectively granted. Discounts cannot be accumulated.

6. Retention of title

Until the full payment of the respective invoice amount of a delivery (final and unconditional crediting of the total purchase price), Arosa Lenzerheide retains title to the goods supplied in each case. In the case of customers who have their domicile in Switzerland, Arosa Lenzerheide is entitled to make a corresponding entry in the retention of title register. If the customer is an entrepreneur exercising his or her

commercial or self-employed professional activity, a legal entity under public law or a special asset under public law, Arosa Lenzerheide reserves title to the item of purchase until the settlement of all still outstanding receivables arising from the business relationship with the customer. The corresponding security rights can be transferred to third parties. The customer is only entitled to offset if his or her counterclaims have been legally established, are undisputed by Arosa Lenzerheide or are ready for decision. Furthermore, the customer only has a right of retention if and to the extent his or her counterclaim is based on the same contractual relationship. In the event of defects in the delivery, the counter rights of the customer in particular remain unaffected.

7. Assignment

Arosa Lenzerheide reserves the right to assign or pledge its receivables or in the event of third-party services the receivables of the service providers towards the customer including any due part-payment instalments, arrears interest and dunning fees to third parties.

8. Liability

Where this is permitted by law, liability for slight negligence and liability for auxiliary agents is excluded in full. Apart from that, the statutory liability rules apply.

Arosa Lenzerheide does not assume any liability for Internet errors, damage by third parties, imported data of any kind (viruses, worms, Trojan horses) and for links to and from other websites.

No liability is assumed for direct, indirect, special or other consequential damage that arises from the use of the website www.arosalenzerheide.swiss or a website linked to it. Any liability for loss of earnings, interruption to operations, loss of programs or other data in your information systems is also excluded. This also

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applies if explicit reference is made to the possibility of such damage.

Apart from that, all cases of contractual breaches and their legal consequences as well as all claims by the users and customers, irrespective of the legal grounds on which they are filed, are conclusively regulated in the General Terms and Conditions of Business and/or these Online general terms and conditions of business.

9. Data protection

The collection and the processing of the personal data of the users and customers on the website by the mountain railway company is explained in the data protection declaration. This forms an integral contractual component of the General Terms and Conditions of Business and Online General Terms and Conditions of Business. The data protection declaration can be downloaded at: <http://www.arosalenzzerheide.swiss/de/AGB>).

The users and customers consent to the personal data entered by them when using the website being saved for the execution of the contract. They also consent to the use of the personal data for the personalisation of promotional advertisements and product offers placed on the website.

The users and customers also note and agree that Arosa Lenzerheide is jointly responsible for the procurement and processing of the personal data and therefore have access to these data. The users also agree that the personal data that the users and customers communicate to the mountain railway company via the website, e.g. with a booking, contact enquiry, newsletter registration, are saved by Arosa Lenzerheide in a central database. Arosa Lenzerheide is entitled to analyse and evaluate the data in the central database in order to send the users and customers personalised marketing communication, e.g. information about new offers which the re-

spective users and customers might be interested in. User profiles can result from these analyses.

Apart from that, Arosa Lenzerheide only uses the data in the cases permitted by the law (e.g. for direct mail or for target group-specific online advertisements). If Arosa Lenzerheide uses data for a purpose that requires the consent from the user or the customer pursuant to the statutory provisions, Arosa Lenzerheide will obtain consent in each case. The customers or users can revoke the consent that they have given at any time, and/or object to future uses of the data.

In the case of third-party services, Arosa Lenzerheide will also procure the booking data on behalf of the service providers and will forward them to the service providers for the handling of the booking. The service providers can also use the data for other purposes. The users and customers are therefore asked to note the data protection declarations of the service providers.

If data is collected for a special purpose (newsletter of a third party event) the data can be given to the third party according to the purpose.

10. Copyright

The use of this website does not mean that the user has been granted licence rights with regard to intellectual property rights to the content of this website.

This website and all content placed there (in particular software, files, designs, graphics and data) are and remain the property of Arosa Lenzerheide, or Arosa Lenzerheide has corresponding usage rights, and are protected by the corresponding laws with regard to intellectual property rights including copyrights and trademark rights. Any unauthorised use of this website, in particular the use of this website or of its content for professional or commercial purposes of any kind as well as the reproduction, depiction, forwarding to others, notification, the

bringing into circulation, the dissemination, change, licence award, the sale or any other utilisation of this website or of its content, text, text parts, static or animated graphics, audio data, software, goods or services or other data or information is explicitly prohibited without prior written permission from Arosa Lenzerheide. In particular, methods such as framing and inline

linking of the website and of content are prohibited.

11. Applicable law and place of jurisdiction

The provisions in Clause 11 of the General Terms and Conditions of Business apply.

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