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## 1 General Contractual Provisions

The General Terms and Conditions (GTC) govern the legal relationship between the customer and Pizolbahnen AG, for all the services and products provided by Pizolbahnen AG – in return for a fee or free of charge. In addition to the General Terms and Conditions, the FIS Rules of the International Ski Association and the SKUS Guidelines of the Swiss Council for Accident Prevention on Ski Slopes also apply as an integral part of the Contract. The General Terms and Conditions of the Meilenweiss-Verbund apply to subscribers of the Meilenweiss (please refer to the GTC at meilenweiss.ch).

### 1.1 Contract

The Contract between the customer and Pizol AG is concluded with unconditional acceptance, i.e. with the purchase of one or more of our services. The rights and obligations for the guest and Pizolbahnen AG arising from the Contract will take effect from this point on.

### 1.2 Identification requirement

The customer has to identify himself at the request of the cashier/train employee. He must also be able to provide barcode cards, chip cards, local residency ID card and proof of purchase of the online ticket subscription.

### 1.3 Age groups

**Winter:** Children under the age of 6 travel for free. Reduced rates apply to children from their 6th birthday up to and including children aged 12. There are also young persons discounts, these apply from the 13th birthday up to and including young persons aged 17. Reduced student/apprentice rates apply up to the 26th birthday – proof must be provided. Passengers will be charged at adult rates from their 18th birthday.

**Summer:** Children under the age of 6 travel for free. Reduced rates apply to children from their 6th birthday up to and including young persons aged 17. Passengers will be charged at adult rates from their 18th birthday.

**Families:** A family consists of at least one parent with at least one own child / young person

**Groups:** The group fare applies if at least 12 paying passengers purchase a ticket at the same time. In the case of joint payments with the same period of validity, every 13th person travels free of charge. Discounts at a group rate are only granted through prior reservations.

### 1.4 Data protection

Pizolbahnen AG agrees to comply with the applicable data protection legislation in the handling of all customer data as well as the customer usage data. Customer data is only used to maintain and improve customer relationships, quality and service standards, maximise operational safety or in the interest of promoting sales, product design, preventing crime, investigating accidents, key economic data, statistics and invoicing.

The customer hereby acknowledges and agrees that Pizolbahnen AG, in the case where services are provided in cooperation with third parties, is entitled to allow the relevant third parties access to the customer data to the extent that it is in the interest of the services being provided.

Furthermore, customer data can only be transferred to third parties with the express consent of the customer. An exception may only be made if Pizolbahnen AG is legally obligated to pass on personal data to third parties.

### 1.5 Services

Our services are based on the specification of services as described in the mountain railways tariff brochure or in the electronic media as well as other written offers. Special rates, special requests or ancillary agreements only form part of the Contract if they have been confirmed in writing in a legally binding form.

## 1.6 Validity of the ski passes

The ski passes and season passes are only valid during the day and during the official operating hours. The multi-day tickets (from 2 days) include night skiing and Saturday evening rides in Bad Ragaz. The annual and season winter passes include Friday and Saturday evening rides. For all other events outside the operating hours and the Arrivée rides, other provisions apply (see Points 14 and 16).

## 1.7 Transport

With the sale of a mountain railway ticket, Pizolbahnen AG is committed to transporting the rightful ticket owner or his equipment according to these General Terms and Conditions. This includes the use of all open, prepared and marked slopes as well as the winter hiking trails and toboggan runs. Sports equipment will only be transported if the infrastructure and safety facilities allow for it. Prams are transported free of charge when accompanied by an adult.

## 1.8 Transporting bicycles

With the purchase of a bike transport ticket, the purchaser automatically agrees to abide by the rules of conduct for cyclists. The purchaser further confirms that he will be responsible for any damages he causes. Pizolbahnen AG rejects any liability for damages during transport. **Every cyclist must follow the signals and the instructions of the train personnel.** Vehicles and hikers have right of way at the various crossroads on forest roads and hiking trails.

### Speed

Speeds should be adapted to suit your own proficiency and the level of difficulty.

### Following the rules

All cycling tours are governed by the general mountain bike rules of Schweizmobil and traffic regulations.

## 1.9 Protected wildlife zones

The zones containing protected wildlife habitats must be strictly observed in accordance with the consultations held with the local councils and are therefore completely off-limits. The **protected wildlife zones** are clearly marked. **If a customer breaches this contractual obligation, he shall pay the railway operator (Pizolbahnen AG) a fine of CHF 800.00 or for each individual breach of the contract. This payment does not exempt the respective individual from continuing to comply with the Contract. Claims for damages which exceed the amount of the fine shall remain reserved.** Please pay attention to our information boards. Pizolbahnen AG reserves the right to take any necessary legal action.

## 2 Prices and Terms of Payment

### 2.1 Prices

The prices for the mountain railways are published in the mountain railway tariff brochure, on the Internet and in written offers. The prices for the mountain railways are listed per person and include VAT, unless stated otherwise. The tickets are personal and non-transferable. If there are discrepancies in the tariff details in the individual brochures and electronic media, then the regulations according to the website [www.pizol.com](http://www.pizol.com) shall apply.

In the case of season passes, Pizolbahnen AG will also charge a deposit of CHF 5.00 for the electronic data carrier (chip card) in addition to the price of the pass. The data carrier can be returned to the Pizolbahnen AG cashiers after the subscription period has expired. Chip cards that are defective and/or have not been looked after properly will not be refunded or replaced.

A deposit for day or multi-day tickets is not required, as these are issued on OneWay cards.

### 2.2 Payments

Payments must be made as soon as the Contract has been concluded. Mountain railway tickets obtained on credit and on account are not provided in principle. Any exception made in this respect must be agreed in advance and will only be deemed valid if it has been confirmed in writing by Pizolbahnen AG. For other services and products, the customer agrees to pay the invoiced amount by the due date specified on the invoice. Objections to the invoice must be made in writing and substantiated within 10 days. If the customer does not fulfil his payment obligation within the period of payment, he will be considered to have defaulted on his payment when this period expires and will have to pay a default interest of 5% without prior warning. The tickets issued will be blocked.

### **Payment of online tickets**

The online transfer of the purchaser's credit card information is encrypted via an SSL certificate within the Safepay window. Safepay is a product of Six Multiplay AG.

## **2.3 Changes to prices and services**

Pizolbahnen AG expressly reserves the right to make changes at short notice to information contained in their brochures, service descriptions and prices.

## **2.4 Currencies**

The prices in the brochures and on the Internet are always listed in Swiss francs. Exchange rates for the euro are subject to change. All change will be given in Swiss francs. Reka-Checks are accepted, but no change will be given.

## **3 Operational Settings**

**If Pizolbahnen AG is unable or temporarily unable to perform its obligations as specified in the Transport Contract as a result of circumstances it is powerless to avert, the customer of a mountain railway ticket is not entitled to make any claims against Pizolbahnen AG. This is especially the case in the following circumstances:**

- **Operational settings and slope closures due to a force majeure such as dangerous wind speeds or other weather conditions, risk of an avalanche, etc.**
- **Operational faults, e.g. due to technical or electronic defects and power cuts.**

## **4 Ticketing**

### **4.1 Refunds in the event of an accident / illness**

In the event of an accident or illness, the customer is entitled to a partial refund of the price paid for their mountain railway ticket from Pizolbahnen AG, in accordance with the following conditions:

- A refund for the ticket is only issued upon the submission of a medical certificate. The medical certificate and the return of the ticket must be submitted within 3 weeks of the accident. The entitlement to a refund is only valid for the period of validity of the corresponding season pass;
- The refund will be calculated from the day after the accident occurred;
- Pizolbahnen AG retains the mountain railway ticket as a receipt of the payment;
- Ticket refunds are not issued for half, one or two-day tickets;
- Persons accompanying the purchaser of the ticket are not entitled to ticket refunds;
- The amount will be refunded in Swiss francs after a CHF 5.00 processing fee has been deducted in the form of a voucher.

## The following calculations are applied to the refund:

Multi-day tickets (from 3-day tickets):

The regular day, respectively multi-day ticket rate is applied per day travelled. The difference between the calculated amount travelled and the fare paid represents the amount of the partial refund.

Season and annual passes:

- up to the 22<sup>nd</sup> of December, if the pass has never been used: 100% of the purchase price
- up to the 22<sup>nd</sup> of December, if the pass has already been used: 90% of the purchase price
- up to the 31<sup>st</sup> of December at the latest: 60% of the purchase price
- up to the 31<sup>st</sup> of January at the latest: 40% of the purchase price
- up to the 28<sup>th</sup> of February at the latest: 20% of the purchase price

If the annual pass has already been used in the summer, a refund for the ski runs already used prior to the winter season will be deducted from the amount to be refunded. The additional summer subscription will be deducted as a minimum and the price of the summer subscription will be deducted as a maximum. (Likewise, only upon presentation of a medical certificate.)

Meilenweiss:

A refund for the Meilenweiss pass will be based on the refunding process according to the Meilenweiss contract. (See GTC on [meilenweiss.ch](http://meilenweiss.ch))

## 4.2 Beginners tickets

This ticket includes a return trip on the gondola and free rides on the practice lift.

## 4.3 Discounts

Discounts are only granted prior to the purchase or if the tickets have not been used. The guest has to look up what discounts he is entitled to, e.g. local resident, Rail Away, half-fare, GA, promotional coupons etc. It is not possible to retroactively arrange a credit based on documents that would have resulted in reductions but are presented after the purchase.

## 5 Accident in the snow sports area of Pizol

☎ SOS +41 (0) 81 300 48 28

**The use of Pizolbahnen AG's emergency rescue service incurs a fee of CHF 250.00 (plus additional expenses for dressings and bandages, etc.). If a second rescue *patrouilleur* (patrol man) is needed at the site of the accident, this will cost an additional CHF 90.00. If any extra travel arrangements are required at the end of the operation, this will be provided in return for a fee of CHF 500.00.**

**In the event of an accident, for which Pizolbahnen AG is being held liable, the supervisory personnel, the rescue service or the operational management must be informed immediately.**

**Other costs (e.g. Rega costs) are to be paid for by the customer. It is the customer's responsibility to claim any refund from his insurance policy. Outside the official operating times and during the summer season, the SOS emergency service can be reached on 144.**

**Accident in the hiking area of Pizol**

☎ +41 (0) 81 300 48 30

**If you arrive late at the lift facilities or are delayed due to an injury, the following procedure shall be followed: Starting from a waiting period of 15 minutes after the official operating times, the guest will be charged a minimum amount of CHF 250. This increases depending on the operating effort and time required.**

## 6 Personal Injury and Damage to Property

## 6.1 Personal injury

If the personal injury or damages to property are the result of the non-observance of notices, i.e. disregard of markings and signalling, non-observance of warnings and instructions from the ski slope and rescue service or lift and train personnel or through negligence or deliberate misconduct, etc., then Pizolbahnen AG rejects any liability.

In the event of an incident caused by technical equipment, the person concerned, any persons accompanying them or witnesses must report the incident immediately to the supervisory staff, operational management or rescue service in order to provide detailed information on the course of events. Any liability for thefts in the ski resort and at the valley stations or damage to property by third parties is excluded.

## 6.2 Damage to property

Goods of any kind are to be packaged in such a way that they cannot be damaged during transport. Pizolbahnen AG refuses all liability for any baggage and equipment that is lost or broken. Passengers must follow the instructions of the railway or supervisory staff.

## 6.3 Pollution

Clothing which is contaminated by rubber abrasion, oil and grease of the railway systems of the Pizolbahnen AG, must be reported immediately to the cash registers. The cleaning costs of the garment are covered by the Pizol lifts. The garment is brought by the person concerned to an official cleaning. If the garment is clean, the cleaning costs will be covered by the receipt. If stains can not be removed, the current value is determined by a dealer. The effective value is compensated by the Pizolbahnen. The affected garment will not be returned.

## 7 Lost and Forgotten Tickets and Season Passes

Tickets for the mountain lifts, plus 1-day and 2-day tickets will not be replaced. Multi-day tickets will only be replaced when the ticket-holder presents the receipt for the cancellation code. Season and annual passes that are lost and/or forgotten, and tickets that have been clearly deliberately damaged (bent, perforated) will be replaced in exchange for a processing fee of CHF 5.00.

## 8 Misuse of Tickets

The railway personnel at the valley and mountain stations are entitled to carry out ticket checks at any time. The ticket holder has to identify himself at the request of the railway staff by means of a valid identity card or equivalent form of ID. If the member of the railway staff notes any misuse of tickets, e.g. the use of third-party tickets or forgery of passes, this will result in the immediate, uncompensated confiscation of the ticket for the mountain lifts. It does not matter whether this is a 1-day, multi-day ticket or a season/annual pass. At the same time, the payment of the fare and an administrative fee of CHF 250.00 will be charged. The railway company reserves the right to take legal action.

## 9 Improper Conduct by the Purchaser of the Ticket

If the customer is in breach of the present provisions, disregards the instructions of the railway personnel, the marked closures of ski runs or winter hiking trails, regulations concerning forest and wildlife protection zones as well as the FIS-rules and SKUs-guidelines or if he is behaving in a reckless manner, Pizolbahnen AG is entitled to exclude him from using the lifts/trains and ski slopes, to confiscate his ticket without refund and to ban him from using their transport services. The company reserves the right to bring a charge against the individual in the case of criminal behaviour.

### 9.1 Alcohol and drugs

Anyone who endangers the safety and order of the Pizol resort as a result of drunkenness or drug abuse can be banned from the use of the railway facilities and ski slopes.

### 9.2 Resale of tickets

The purchaser of a ticket may not resell vouchers, 1-day, multi-day tickets and season/annual passes without the authorisation and consent of Pizolbahnen AG. The company reserves the right to take legal action.

### 9.3 Damage to the lifts and equipment

The individual responsible for damaging or contaminating the lift(s) and equipment belonging to Pizolbahnen AG is liable for the cost of the repairs and cleaning. The company reserves the right to take legal action.

### 10 Rental Items

The rental of sports and other equipment is governed by individual rental agreements and the provisions contained therein. The General Terms and Conditions are an integral part of the rental agreements concluded with Pizolbahnen AG.

### 11 Provisions

The provisions of the individual tariff groups are laid down in the tariff sheets.

### 12 Definition of Local

Residents of the following municipalities will benefit from the *\*Local\** fare, provided they present their updated annual resident's ID card:

Bad Ragaz, Fläsch, Jenins, Maienfeld, Mels, Pfäfers, Sargans, Vilters-Wangs, Wartau

### 13 Disabled Passengers

#### 13.1 Disabled passengers travelling with a companion

**Day tickets:** Physically and mentally disabled passengers will pay the normal fare and their companion will receive a ticket free of charge, provided that they present their IV ID card "Companion required".

**Annual and season pass:** Physically and mentally disabled passengers will travel free of charge, their companions will pay for the annual and season pass at the normal rate.

If one of the passengers has an annual/season pass, the other passenger will receive a day ticket at a reduced rate. It does not matter whether the disabled person or the companion is the owner of the annual/season pass. They must present their annual/season pass and IV ID card "Companion required" at the checkout.

#### 13.2 Disabled passengers travelling without a companion

Disabled passengers who do not require a companion in accordance with the IV ID card will be able to buy day tickets at the group rate in the summer and winter seasons.

### 14 Extra Rides

The following rules apply to rides on the gondola lift outside the normal operating times:

Extra ride one-way (ascent or descent) on the gondola lift	CHF	15.00 per person
but a min. of CHF	500.00	

Extra ride return (ascent or descent) on the gondola lift	CHF	15.00 per person
but a min. of CHF	1,000.00	

The late rides down into the valley finish at 2 am. The extra ride must be reserved 7 days in advance.

### 15 Rides for your Arrival and Departure

Regulation for arrivals and departures (from 2-day pass): Arrival day from 2 pm free of charge  
Departure up to 11 am free of charge

## **16 Arrivée Rides on Friday Evening**

Passengers can travel up to Pardiell and Furt on the Bad Ragaz and Wangs gondola lift on Friday evening in the winter season, at 7.00pm. They need to pre-register on + 41 (0)81 300 48 30 four days before the ride at the latest. The standard evening fare applies to all passengers and there are no extra charges. Passes with evening supplements are not valid.

Rates: Adult: CHF 13.00, Young person: CHF 9.00, Child: CHF 6.50

These prices are valid for the transport of 10 passengers or more. A one-off charge of CHF 130.00 is payable for groups of less than 10 passengers.

## **17 Delayed Arrival at Closing Time**

A leeway of about 10 minutes applies to arrivals and departures scheduled outside of the operating times, and that are delayed. If this leeway is not adhered to, the service will be discontinued. If the customer reports that they will arrive/depart only after the leeway period or if the customer does not appear until after the leeway period, the ascent or descent will be treated as an extra ride according to Point 14 of these GTC.

## **18 Tobogganing**

There are no discounts on the prices for tobogganing.

## **19 Transport of Mountain Bikes and Dogs**

You can transport your mountain bike for CHF 5.00 per trip in the gondola and chairlifts of Bad Ragaz and Wangs. Dogs can travel on all Pizolbahnen AG lifts (gondola lift and chairlift) at a rate of CHF 5.00 per day. Dogs that are shorter than 30 cm travel for free.

## **20 Insurance Policies**

Pizolbahnen AG recommends that you arrange supplementary insurance cover, such as cancellation insurance, travel accident and travel health insurance, extra return travel costs insurance, etc.

## **21 Applicable Law and Place of Jurisdiction**

This Contract is subject exclusively to Swiss law.

The invalidity of individual provisions in this Contract does not invalidate the remaining provisions in this Contract.

The location of Pizolbahnen AG's headquarters is the exclusive place of jurisdiction for any disputes.

## **22 Car park and Motorhome parking spaces at the Bad Ragaz valley station**

By using the car park, you agree to the following terms and conditions:

The car park is not monitored by a surveillance system. Cars must be locked. Drivers are responsible for their own insurance against theft, fire and other damages. Pizolbahnen AG is only liable for damages that it or its vicarious agents have demonstrably caused either intentionally or through acts of gross negligence. Pizolbahnen AG excludes all liability for the use of their car parks outside of their normal business hours.

Drivers are not permitted to carry out any cleaning and /or repair work on their vehicles whilst they are in the car park. It is forbidden to store car accessories and other items on Pizolbahnen AG's premises.

The owner of the car is liable for any damages resulting from their use of the car park (e.g. barrier system at Bad Ragaz, car park ticket machines at Wangs, barriers, damage caused to third parties through parking manoeuvres, etc.). Any damage must be reported immediately to the staff at the Pizolbahnen checkouts.

The fees for parking are set in a separate tariff sheet. Parking tickets can be bought at the valley station of Bad Ragaz using the ticket vending machine or in person at the checkout. At the valley



station of Wangs, drivers can pay using the decentralised car park ticket machines or through e24. If drivers opt for the mobile solution, the T&C of e24 AG (Nordstrasse 15, 8006 Zurich) apply. The use of the charging stations for electric vehicles at the Bad Ragaz car park is subject to the T&C of Green Motion SA.

The fees are automatically adjusted to include any changes in the rate of VAT. All incidental costs are included in the parking fee and/or rent. Drivers are not permitted to offset any counterclaims.

Any day parking tickets will only be refunded within 45 minutes of their purchase if the cable cars and gondola lifts are not in service. A refund in the event of an accident or illness is excluded. In the event of an accident or illness, refunds of season tickets for parking of are calculated in accordance with the General Terms and Conditions, paragraph 4.1. A credit note is generated, as refunds will not be made in cash.

The driver agrees to comply with all verbal and written instructions given by the management of the establishment. If the car park is full, the owners of season tickets do not have special entitlement to a parking space.

The distribution of promotional media is prohibited. It is strictly forbidden to distribute flyers or similar advertising material in the parking areas as well as the entire resort. If these rules are violated, all subsequent penalties will be charged to the beneficiaries of such acts, as determined from the promotional material.

#### Parking regulations:

- Vehicles are only to be parked within the parking spaces marked out or as instructed by the staff at the respective car park. Parking spaces that are clearly allocated to specific parties e.g. piste patrol service, etc. must be kept free. The entrances and exits to the car park as well as the bus lane for the public transport must also be kept clear. If drivers do not comply with these regulations, their vehicle will be towed away at their expense.
- Vehicles without valid or without any registration/licence plates cannot use the car park.
- Parking tickets may not be used to allow unauthorised drivers to get in and out of the car park. Tampering with the parking facilities will result in legal prosecution.
- The parking areas are usually open from 07.30 to 18.00, and correspondingly longer for evening trips.

#### Motorhome parking spaces at the Bad Ragaz valley station:

- **REGISTRATION:** Registration and payment must be made during opening hours at the daily cash desk (daily from 09:00-12:00 and from 13:00 to 17:00, on Sat/Sun/holidays from 08:15 to 17:30). In case of arrival outside the opening hours, payment will be made the next morning. It is necessary to carry an ID.
- **DEPARTURE:** The pitch must be vacated by 17:00 on the day of departure.
- **MINIMUM/ MAXIMUM PERIOD OF PARKING:** 1 night/ 2 nights
- **DOGS:** Dogs must be kept on a leash. It is not allowed to let the animals run free. The excrement must be disposed of immediately.
- **Litter:** Litter must be handed in to the staff at the bottom station of the gondola. The cost for this is CHF 2,- and must be paid at the cash desk.
- **WATER/SEWERING WATER:** Fresh water can be obtained at the mountain bike washing station at any time. Waste water must be collected in closed systems and disposed of appropriately at a disposal station outside the Pizolbahnen premises! No waste water may be emptied onto the ground (ground water!).
- **DISPOSAL STATION Board toilet:** The board toilet is to be disposed of in the waste container vis à vis the mountain bike washing station.

- **SILENCE AND DISCIPLINE:** The peace and quiet of the neighbors must be respected, especially from 22.00-07.00. In general, the operation of radio and television, etc. is allowed only at room volume.
- **LIABILITY:** The users of the campsite are liable for all damages caused intentionally or by negligence. Neither the Pizolbahnen nor the municipality are liable for thefts, losses or damages that the users of the campsite may suffer. The Pizolbahnen accepts no liability for damage caused by natural forces of any kind.
- **SANCTIONS:** Anyone who does not follow the provisions of these regulations or otherwise ignores the instructions of Pizolbahnen may be expelled from the site; in this case, the full rent for the entire booked stay must be paid.

Applicable law and jurisdiction:

This contract is exclusively governed by Swiss law. If an individual provision in this contract is deemed to be invalid, it does not invalidate the remaining provisions in the contract. The exclusive place of jurisdiction for any disputes is Pizolbahnen AG's registered office.