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These General Terms and Conditions (GTC) govern the contractual relationship between you as a customer and Jungfrau Region Tourismus AG, Kammistrasse 13, 3800 Interlaken, Switzerland (hereinafter referred to as JRT) for all bookings made on the online booking platforms jungfrauregion.swiss, grindelwald.swiss, wengen.swiss, mymuerren.swiss, mylauterbrunnen.swiss and via the JRT bookings centre (hereinafter referred to as booking platform). JRT reserves the right to amend these GTC at any time without prior warning. The version in effect at the time of booking applies.

A. The intermediary JRT

A.1. JRT is an intermediary for tourist-related services

JRT offers providers of tourist-related services in the Bernese Oberland a booking platform on which to sell their services (third-party services). The customer concludes contracts directly with his chosen service providers under the contractual terms set out by the individual service providers (see Section D). JRT is not party to these contracts and is thus not liable for their proper fulfilment. JRT is commissioned by the associated service providers to handle bookings and collect payment for booked services on their behalf (collection mandate).

A.2. Holiday packages assembled by the customer

Using the services available on the booking platform, such as hotels, mountain railway/cableway passes, excursions, equipment, etc., the customer can create a complete, fully customised holiday package. The customer is responsible for selecting, assembling and coordinating the individual items (in terms of timing, location, etc.). JRT is not obliged to check whether the items in the shopping basket have been correctly selected, assembled and coordinated.

If the customer books several different services at the same time, he must conclude a separate contract with the selected service provider for each item in the shopping basket. Each contract is independent of any other booked services.

A.3. Services provided by JRT

In exceptional cases, JRT will offer packages in its own name. These are clearly identified as such and are subject to the provisions in Sections C. and D.

B. General provisions

B.1. General Terms of Use for the booking platform

By accessing and using the booking platform, the user/customer accepts these GTC and the [General Terms of Use and Data Protection \(hereinafter referred to as GTU\) for jungfrauregion.ch, grindelwald.ch, wengen.ch, mymuerren.ch and mylauterbrunnen.ch](#). If the user/customer does not agree with these provisions, he must cease to use the services immediately.

In accordance with the GTU, JRT does not guarantee the reliability or the unlimited availability of the website, and thus cannot be held liable for any consequences resulting from interruptions in the booking process, or for message transmission failures or system failures.

B.2. Geographic area of validity

The booking platform is designed for use within Europe (Switzerland and the EEA). Access to the platform from countries outside of this region is not guaranteed by JRT.

B.3. Country-specific restrictions

Users residing in a country that is not listed on the booking platform cannot open an account or book services via the platform. If the user provides a false country of residence during the checkout process in order to make a booking, no contract will be concluded.

B.4. Published services

Services published on the platform do not constitute binding offers on the part of JRT or the individual service providers. The service providers are responsible for creating their own service descriptions, etc. JRT and the individual service providers reserve the right to amend published services and prices at any time, and to discontinue services in whole or in part. The information and prices listed in the shopping basket before the final booking is made are decisive for the conclusion of the contract.

General information on locations, weather conditions, shop opening times, restaurants and public facilities, swimming pools, sports facilities, events calendar, events, etc., can be found on the platform websites. These details are for general information purposes only. They do not constitute a guarantee on the part of the service providers or JRT, and do not form part of the contract. Services such as these are offered by external companies (third-party services), for which JRT and the booked service providers cannot vouch.

B.5. User account for bookings via the JRT websites

In order to book services via the booking platform, the customer must open a user account.

The customer is obliged to provide truthful information. The customer must be at least 18 years old unless the age of majority is higher in his country of residence, in which case the customer may only open an account and book services upon reaching this age.

The customer account must not be opened under a false name or pseudonym. The customer must enter his permanent home address, including the correct country of residence.

When opening a user account for jungfrauregion.ch (and all associated sites), all data required for processing shopping basket transactions such as the user name, password, first and last names, addresses, ski pass number, gender, level of ability, travel dates, etc., are saved. Booking confirmations, invoices, messages regarding booked services (e.g. print@home tickets), etc., are sent to the email address provided in the user account. At least one regular newsletter is also sent out as standard. Newsletters can be deactivated in the user account.

The customer is responsible for ensuring that all details provided are accurate and up to date. The customer must request the necessary permission before entering details of third parties. It is in the customer's own interest not to disclose his password. If the customer suspects that his

account has been accessed without authorisation, he must contact JRT immediately. Credit card details are not processed in the JRT systems. These details are handled exclusively by a specialist service provider at the checkout.

All bookings, etc., processed via the customer account are charged to the account holder.

JRT fulfils its obligations by sending emails, confirmations, invoices, etc., to the addresses provided in the user account.

A user account can be deleted within the account itself. However, this is not possible if valid (non-expired) purchase authorisations are still listed in the user account. In this case, an error message will appear. Once deleted, a user account can no longer be accessed or reactivated, and all services associated with the user account such as newsletters, ad-hoc messages, etc., will cease. The user account will be saved internally until the statutory retention period expires, and can be accessed by administrators in the meantime. The account will then be permanently deleted.

B.6. Jungfrau Winnercard

The additional Jungfrau Winnercard services can be selected in the user account. If this is implemented, participation in the Skiline system is thereby agreed (Terms and Conditions and System Description). Additional personal data (particularly information from control systems in the ski lift system) and video recordings that were recorded on special racetracks or in fun parks are stored and processed electronically. JBM uses the Skiline Media AG, Seedammstrasse 3, 8808 Pfäffikon, Switzerland for these services. JBM provides data from the user account to this company, so that an additional account is created on the Skiline Internet portal (skiline.cc). The Jungfrau Winnercard service is a result of the functions configured for the Jungfrau Ski Region by Skiline. This service is personalised, controlled and accessed via jungfrau.ch (by entering the sportpass number, for example). The degree to which information is public (private or public profile, posts, user name, ski movies) is determined in the user profile. With the activation of the Jungfrau Winnercard service, competitions, the awarding of prizes or honours will be connected. No correspondence will be conducted regarding such contests; a personal claim to any service does not exist. Recourse to the courts is excluded. The following groups are excluded from participation in the competition:

- JE3 members, JSR pensioner members
- JE2 employees and JSR pensioners
- JS5 JSR ski instructors
- JS3 JO Skiclub co-leaders
- JS2 Ski instructors with JSR certificate
- JE0 free season pass

The Skiline account is not deleted with the deactivation of Jungfrau WinnerCard or the deletion of the user account on jungfrau.ch. It can be used for a different ski area, for example. Participation in Skiline may be terminated at any time via corresponding input on the internet at www.skiline.cc or via email to support@skiline.cc.

B.7. Contract conclusion

B.7.1. Booking via the JRT websites

By placing products and services in his shopping basket and clicking on "Book now", the customer submits a binding request to the selected service providers to conclude the respective contracts for the individual items in his shopping basket. If the customer places a number of different services in his shopping basket, he must conclude a contract with each individual service provider selected. These contracts are all independent of each other.

The customer will be shown a summary of his selected services before the booking is confirmed. The prices listed in this summary will be guaranteed by the system for 30 minutes. If the customer wishes to complete his booking once the 30 minutes have elapsed, these prices will no longer be valid. The customer will be notified of this and must restart the order process for his own security.

The customer's order is binding for 48 hours. During this period, JRT will check the definite availability of the items ordered on behalf of the service providers and, provided the services are available, charge the respective price using the customer's selected payment method on behalf of the service providers. During this time, JRT will notify the customer of the contract conclusion on behalf of the service providers. JRT will do so by displaying a notification on the website (success page) and sending confirmation of the contract conclusion by email.

If the selected services or individual services are unavailable, or the price cannot be charged using the specified method of payment, the customer will receive a message to this effect within this period. If any one of the booked services is unavailable, the entire transaction will be cancelled. In this case, the customer must re-book the available services.

B.7.2. Booking via the JRT booking centre

Services can also be booked via the JRT booking centre. On request, the booking centre will create a non-binding travel proposal. This is sent to the customer via email, fax or post, at the customer's request. The availability of the proposed services is not guaranteed. The customer is then free to accept the proposal by email, fax or post. By entrusting JRT with the booking, the customer submits a binding order to JRT and the selected service providers. The customer's order is binding for as long as is required for the normal course of events (in particular, in accordance with the selected method of communication), until he has received notification that his booking has been accepted. JRT is free to accept the booking. If JRT rejects the conclusion of a contract, it must notify the customer as soon as possible.

The contract is deemed concluded once the booking has been accepted.

Once the booking has been made, JRT will send the booking confirmation, invoice and payment details to the customer via the customer's preferred method of communication (email, fax or post).

B.8. Contract terms and environmental & framework conditions

The contract terms are derived from the services placed in the shopping basket by the customer, the booking with the booking centre and the booking confirmation together with the associated service descriptions.

General descriptions of locations, infrastructure, (public) events and average weather conditions do not constitute a guarantee and do not form part of the contract (Details [in B.4.](#)).

B.9. Booking for multiple participants

If the customer makes a booking on behalf of other participants, only the customer making the booking is deemed to be the contracting party vis-à-vis the service providers and JRT. He is responsible for paying for all booked services, and JRT is entitled to charge/bill all services to the credit/debit card or customer account of the said customer. The customer making the booking is responsible for ensuring that all participants fulfil the necessary obligations.

B.10. Prices

The price to be paid for an individual selected service may depend on the chosen season, duration of stay or the chosen service attributes (e.g. hotel room category), etc. The final price will appear in the shopping basket. If the customer books several services, the payment obligation applies to the total of all services booked. Prices in Swiss francs are binding. Unless expressly stated otherwise, prices include all fees, surcharges and taxes, including Swiss value-added tax. Prices in euros (EUR) are for information purposes only and are non-binding. All payments must be made in Swiss francs (CHF).

When making bookings via the JRT booking centre, foreign currency payments are possible by express consent.

B.11. Payment terms

B.11.1. Payment terms for online bookings

Services must be paid for when the contract is concluded, based on the individual items in the shopping basket. As soon as JRT has received payment and the services have been confirmed by the service provider, JRT will send the corresponding confirmation to the customer. In the event of non-payment by the customer, the contracts will not be deemed to have been concluded. The customer will be notified immediately. The customer and JRT will bear any charges arising from the payment process themselves.

B.11.2. Payment terms for bookings made via the JRT booking centre (telephone, email, fax, etc.)

The Jungfrau Region Marketing AG will generate an invoice which will serve as a contract and include the following breakdown of costs:

For hotel reservations: A deposit comprising the cost of 3 nights and any cancellation insurance to be paid within 10

days of the booking being made. The remaining balance must be paid 30 days before arrival. In the case of credit card payments, the total amount will be charged at the time of booking.

For holiday apartments and holiday homes: A deposit comprising 40% of the rent and any cancellation insurance to be paid within 10 days of the booking being made. The remaining balance must be paid 30 days before arrival. In the case of credit card payments, the total amount will be charged at the time of booking.

For packages: A deposit comprising 40% of the total price and any cancellation insurance to be paid within 10 days of the booking being made. The remaining balance must be paid 30 days before arrival. In the case of credit card payments, the total amount will be charged at the time of booking.

Other services (events, sports equipment rental, lessons, etc.): The total amount will be due at the time of booking. In the case of credit card payments, the total amount will be charged at the time of booking.

B.11.3. Last-minute bookings

If the booking is made less than 31 days prior to arrival, the full amount will be due for immediate payment upon booking and must be paid at the tourist office of the respective location on arrival, at the latest. Only once payment has been received will the vouchers be handed out and access provided to the booked service.

B.11.4. Revocation of credit card payments, late payments, etc.

If the credit card payment is not honoured or the credit is revoked, this will be deemed to be a cancellation and cancellation costs will be charged in accordance with the terms of the booked services ([Section B.15. and D.](#)).

If payments for bookings made via the booking centre are not made on time, the booking centre is entitled to cancel the booking after a short grace period and request the corresponding cancellation costs.

B.12. Delivery of vouchers/e-tickets and rechargeable data carriers for online bookings and email distribution

The order confirmation is proof of the concluded contracts. However, the order confirmation is not the voucher, pass or e-ticket required to use the services. The order confirmation includes a link to the customer's account where – depending on the product – the customer can download the necessary documents (vouchers, passes, e-tickets, etc.) or recharge a data carrier. Further information, such as exact travel dates and personal details for rail tickets or weight details for ski rental, may be required before the passes can be printed.

Vouchers, e-tickets, etc., must be printed off by the customer for their intended use (print@home). This excludes data carriers for ski passes, which are topped up, sent out or handed over, depending on the circumstances (see explanations under [Jungfrau – Ski Region](#)). Copying, modifying and/or reproducing purchase authorisations is prohibited and punishable by law.

The customer must protect his vouchers, passes, e-tickets, etc., against theft, misuse, unauthorised duplication, etc. He must be aware that non-personal vouchers, passes, e-tickets, etc., will be awarded to the person who first presents the valid document. Service providers are not obliged to check the identity or eligibility of the document holder. In such cases, no duplicates of the lost documents, etc., will be issued. Neither the affected service providers nor JRT are obliged to make any repayments or offer compensation, etc.

Documents printed out by the customer (vouchers, passes, e-tickets, etc.) must be presented in a dry, unsoiled, undamaged, uncreased and legible condition. They may feature a bar code which can be verified electronically. The documents must not be folded in the bar code area.

B.13. Delivery of vouchers/e-tickets and rechargeable data carriers for bookings made via the JRT booking centre

Vouchers, tickets and other travel documents will be sent to the customer via his preferred method of communication (email, fax or post) upon receipt of payment.

Furthermore, the provisions set out in B.12. also apply to bookings made via the JRT booking centre by analogy.

B.14. No right of cancellation, no right of return

There is no statutory right of cancellation or right of return for tourist-related services, holiday apartments, holiday homes, passes, etc., with an agreed period of validity or agreed dates.

B.15. Cancellations and rebookings

If the customer wishes to cancel or rebook (individual) services, he must notify the JRT help desk. The relevant contact details can be found on the booking confirmation. Cancellations and rebookings cannot be made via the user account.

The cancellation and rebooking conditions for individual services are set out [in C.1.3. - C.1.5. and in Section D.](#) for the respective published services. JRT wishes to make the customer aware of the fact that the cancellation and rebooking conditions may vary considerably between the various services. It is also possible that the cancellation fees for certain services may amount to 100% from the time of booking.

The cancellation or rebooking of an individual service will not affect any other concluded contracts. These will remain in full effect.

JRT recommends taking out the cancellation insurance offered during the order process. This will cover cancellation costs in cases of hardship. The insurance benefits are described in detail in the insurance policy. The cancellation insurance premium will be payable in any case. Relevant customer information and [the insurance company's General Terms and Conditions](#) can be found under the following link.

Termination of contract

Unless otherwise agreed, contractual relationships are concluded for an indefinite period. Unless otherwise stipulated in individual contracts, the period of notice is 3 months.

B.16. Participation conditions, cooperation obligations of the customer and other participants

Depending on the service booked, participation conditions and/or cooperation obligations may apply. The customer and any other participants undertake to comply with these conditions and follow the instructions of guides, ski instructors, snowboard instructors, mountain guides, etc. The customer and the other participants accept that the guides, ski instructors, mountain guides, etc., may exclude the customer and other participants from an activity if these conditions are not fulfilled or if instructions are not followed. In such cases, the price paid will not be refunded. This may also lead to the loss of all rights to compensation and other rights.

B.17. Communication methods and data transmission

JRT is considered to have fulfilled its duty of notification once the relevant information has been sent by email from the JRT system or made available in the customer's account. From this moment, the risk associated with correct email delivery or displaying the relevant Internet pages on the customer's screen is transferred to the customer. If discrepancies arise during the booking process, no error messages are displayed upon pressing the "Book now" button, or the customer does not receive the confirmation emails, etc., within a reasonable period of time, the customer must contact the JRT help desk immediately.

In the case of email correspondence, the time of delivery is considered to be the time the email is sent by JRT; correspondence sent by priority post will be considered to have been delivered within Switzerland or abroad within four days of the correspondence being handed over at a Swiss post office, unless there is evidence to the contrary.

JRT wishes to make the customer aware of the fact that the transmission of emails via public networks is not protected and that emails may be intercepted, read and altered by third parties. In addition to the content, third parties will also be able to identify the sender and recipient(s) of the email. This also applies to emails used for communication with JRT. JRT is not liable for any damages resulting from the incomplete, defective or intercepted transmission of emails. These conditions also apply to other unprotected methods of communication with a comparable function and level of risk (e.g. text messages), which are used at present or will be used in the future.

The customer must ensure he has appropriate protection against viruses and other malware.

B.18. Data protection

[The General Terms and Conditions can be found under the following link.](#)

C. Services of JRT and liability provisions of JRT

C.1. JRT packages

Packages offered by JRT are clearly identified as such on the platform. Packages comprise a pre-assembled combination of several services such as excursions and accommodation, or accommodation and ski passes, for an all-inclusive price. In such cases, JRT is the contracting party. These packages can only be purchased in their entirety and are subject to the aforementioned conditions. The purchase authorisations (vouchers, passes, tickets, etc.) are delivered separately for each individual service component.

C.1.1. Place of departure

The place of departure for a package holiday must be in Switzerland. Any travel (from abroad) to the place of departure specified in the booked travel itinerary is the responsibility of the customer and is not included in the package. Customers from abroad are advised to obtain information on the immigration formalities for visiting Switzerland before making a booking.

C.1.2. Changes to the itinerary and services prior to the start of a package

JRT reserves the right to offer appropriate replacement services or to alter the itinerary accordingly if certain services cannot be provided in the agreed way or the agreed itinerary must be altered due to unforeseeable or unavoidable events, force majeure (e.g. natural disasters, epidemics, unrest), actions of any kind taken by the authorities, or strikes. JRT will notify the customer immediately and inform him of any repercussions on the price.

C.1.3. Cancellation or rebooking of packages by the customer

By booking a package, the customer enters into a contract with JRT. Packages booked via the JRT booking platform can only be cancelled or rebooked via the JRT help desk. If a package is cancelled or rebooked up to 30 days prior to arrival, a cancellation fee of 40% of the booked package price will be due. After this date, the customer will be charged the full amount. If the accommodation can be reassigned for the same period of time and at the same price following a cancellation or rebooking, JRT will refund the customer the full amount, minus an admin fee of CHF 50.

Prices include local charges and taxes. Extras such as the mini bar, room service, parking charges, etc., and services not mentioned in the package description will be invoiced separately by the service provider. The customer is advised to inquire about any available extras and the associated costs.

C.1.4. Cancellation of the package by JRT

C.1.4.1. Cancellation due to reasons attributable to the customer or participants

JRT is entitled to cancel a package if it has a legitimate reason to do so, based on actions or omissions. In this case, JRT will refund the amount already paid; no further

claims will be considered. Costs already incurred and compensation claims remain reserved by JRT.

C.1.4.2. Unforeseeable events, force majeure, strikes

Should unforeseeable or unavoidable events, force majeure (e.g. natural disasters, epidemics, unrest), actions of any kind taken by the authorities, or strikes significantly hinder or jeopardise the trip, or make it impossible, JRT may cancel the trip. In this case, JRT will refund the amount paid for the trip (insurance premiums will not be refunded and must be paid by the customer). Any further claims will not be considered.

C.1.5. Changes to itineraries, services cancelled during the package holiday

C.1.5.1. General changes to services and itineraries

JRT will endeavour to implement the package as agreed. Nevertheless, services and itineraries are subject to change. In such cases, JRT will offer an equivalent solution wherever possible. Should this workaround solution entail excessive costs or a disproportionate amount of effort for JRT, it may reject the alternative solution. Any additional costs will be borne by the guest.

C.1.5.2. Force majeure

If itineraries or services are changed, or services are cancelled as a result of force majeure, JRT may reject an alternative solution. Any additional costs will be borne by the guest.

C.1.5.3. Reduction in price

If the service or itinerary change affects a significant part of the agreed package, JRT will reimburse the objective reduced value between the agreed price and that of the services provided. This claim is limited to the overall package price.

C.1.6. The customer or participant(s) start the trip but cannot finish it, services not used

If the customer or fellow guest cuts short the package holiday or does not use certain services, the cost of the package / unused services will not be refunded. Any unused services will be reimbursed, minus an appropriate admin fee, provided they are not charged to JRT and are not completely irrelevant, and provided the refund is not contrary to statutory or official provisions.

In urgent cases (e.g. personal illness or accident, serious illness or death of a family member), the service provider or JRT will do all they can to help organise an early return. Any costs, e.g. transport, etc., will be borne by the customer or fellow traveller. JRT recommends taking out return travel insurance, which is not included in the price of the trip. More details are available from JRT upon request.

C.1.7. Complaints period and requests for redress

If the package does not correspond to the contractual agreement or if the customer or a fellow guest suffers loss or damages, the customer (or fellow guest) is obliged to notify JRT of the loss or damages immediately and request

non-monetary redress. JRT will endeavour to redress the loss or damages within a reasonable period of time.

Any compensation or other claims must be forwarded to JRT within 4 weeks of the contractual end of the package. If the customer or fellow guest fails to notify JRT during the trip and does not forward the claim to JRT within the period prescribed, all claims will be forfeited.

C.1.8. Liability of JRT for packages

See [C.7.](#) for details of JRT's liability for packages.

C.2. Mountain railway and cableway tickets

JRT acts as an intermediary for the following affiliated mountain railway and cableway companies: Wengernalpbahn AG, Jungfraubahn AG, Bergbahn Lauterbrunnen-Mürren AG, Firstbahn AG, Harderbahn AG, Berner Oberland-Bahnen AG, Gondelbahn Grindelwald-Männlichen AG, Luftseilbahn Wengen-Männlichen AG, Pfingsteggbahn AG, Luftseilbahn Mürren-Schilthorn AG and Autoverkehr Grindelwald AG. Details can be found in the Appendix: [D.1.](#)

C.3. Hotel accommodation, holiday apartments and holiday homes

JRT acts as an intermediary for the hotels and holiday apartment/holiday home landlords of the Bernese Oberland. Contracts are concluded directly with the respective hotels and landlords. More details can be found in the Appendix under [D.2. and D.3.](#)

C.4. Events

Events are organised by a third party (third-party service). JRT arranges the contract with the event organiser. The terms of the respective event organiser apply. (More details in [Appendix D.6.](#))

C.5. Ski & snowboard schools and sports equipment

Ski and snowboard lessons are provided by qualified schools. Sports equipment can be rented from a specialist sports shop. These services are arranged by JRT. The terms of these providers can be found under [D.4. and D.5.](#)

C.6. JRT events

In exceptional, expressly declared cases, JRT itself will be the event organiser.

The following additional provisions apply to events organised by JRT in its own name: JRT may limit the number of tickets issued to an individual customer. The customer is not permitted to use the publications or other information on the event, or JRT's brands or labels to sell purchased tickets. Tickets must not be used for the customer's own advertising or sales promotion purposes (e.g. public raffles, inclusion in packages). The tickets must not be traded commercially. In such cases, the tickets will no longer be valid.

C.7. Liability of JRT

C.7.1. Arranged services

JRT will make the platform available to the customer for bookings with third-party companies. JRT is not party to these arranged contracts and is thus not liable for their proper fulfilment.

C.7.2. Booking process and use of the booking platform

[The GTCs and GTUs apply to the operation of and the booking process on the platform.](#)

C.7.3. Liability for JRT and JRT package holidays

JRT will be held liable for JRT package holidays (package holidays in accordance with the Federal Act on Package Travel) within the scope of the law. Provided international agreements, national legislation based on international agreements or national legislation which limits or excludes liability apply, JRT is only liable within the scope of these international agreements and legislation.

For anything other than personal injury, i.e. material damage and pure financial loss, liability is limited to twice the price per person (excluding loss or damages resulting from gross negligence or intent). Other liability limitations and disclaimers in applicable international agreements, national legislation based on international agreements or national legislation and these General Terms and Conditions remain reserved.

C.7.4. Other disclaimers and liability limitations

For services other than package holidays, the liability for associates is excluded (Art. 101 Swiss Code of Obligations).

JRT is not liable for the availability or operation of transport or public facilities such as swimming pools, tennis courts, shops, catering establishments, the accessibility of hiking or cycling trails or ski pistes, etc., which are listed on the platform or in JRT brochures or catalogues for information purposes.

JRT is not liable for loss or damages relating to excursions, events, etc., booked "on the spot" by the customer during his trip (third-party services). This also applies if the corresponding documentation is displayed in a facility associated with JRT or is described on the website.

JRT is not liable for lost holiday time, ruined holidays, frustration, etc.

C.7.5. Operation of JRT websites and links

JRT will endeavour to keep the information on its websites up to date. Nevertheless, it accepts no liability for the completeness or accuracy of this information. In particular, JRT does not guarantee uninterrupted operation or uninterrupted accessibility of the websites. JRT will not accept any liability for the consequences of an interruption to operations, website unavailability, or disruption or an interruption to communication or the booking process. In particular, but not exclusively, this affects indirect and

consequential damage, lost profits and loss of use of any kind.

The user/customer uses third-party websites or parts thereof at his own risk. JRT is not liable for the content of such websites, etc., nor can it guarantee that they are free from malware (such as viruses, etc.).

C.7.6. Non-contractual and quasi-contractual liability

Non-contractual and quasi-contractual liability is determined by the applicable statutory provisions, whereby other disclaimers or liability limitations take precedence over these General Terms and Conditions.

C.8. Severability clause

Should individual provisions of the contract, these General Terms and Conditions or the General Terms of Use and Data Protection be invalid or ineffective, they must be replaced by a valid or effective provision that comes closest to the original intention of the parties.

The invalidity or ineffectiveness of individual provisions must not affect the validity or effectiveness of the contract.

C.9. Applicable law and place of jurisdiction

The contractual relationship between Jungfrau Region Marketing AG and its customers (clients, buyers), including the question of its realisation and the validity of the contract, is **exclusively subject to Swiss law**, to the exclusion of any rejections. The application of the "Vienna Sales Convention" (United Nations Convention on Contracts for the International Sale of Goods, CISG) is expressly excluded.

The sole place of jurisdiction is Interlaken, Switzerland.

Mandatory, contractually binding provisions remain reserved.

D. Appendix: Notes on the individual service providers (third-party services)

D.1. Jungfrau Ski Region

Several service providers form a tariff alliance within the Jungfrau – Ski Region brand including in particular the Firstbahn AG, Gondelbahn Grindelwald - Männlichen AG, Wengernalpbahn AG and the Schilthornbahn AG. All companies are individually responsible for the operation of their installations and pistes. The transport contract is completed directly between the customer and the respective transport installation operator, which is responsible for proper provision of the appropriate services. It also provides for the required technical maintenance of the installation and has the legal obligation to maintain safety (piste and avalanche service). Liability issues, in particular concerning skiing accidents, are accordingly dealt with by the company on whose terrain or installation the incident occurred. Jungfrau – Ski Region has issued tariff conditions which form an integral part of

the contract for the purchase of each Sportpass. The most important conditions are provided below:

Sportpasses are personal and non-transferable. Point cards can be used by several people. They run 3 years from the purchase date, and may be used only during the winter season. Sportpasses entitle the user to unlimited use in the respective ski region. Special occasions, especially the Lauberhorn Races, are reserved. The Grindelwald ski bus network and the Lauterbrunnen local bus routes are included in the offer. Hiking and sledging passes allow free travel from Grindelwald to Bussalp. Sportpasses are not valid for extra and evening trips. For Sportpasses whose validity extends over several days, the usage time starts at 0:00 of the first day and ends at 24:00 on the last day. The use of season Sportpasses is allowed in November, under the condition that the winter operation has been begun in the ski area concerned. During the summer season, your season Sportpass serves as a personal half-day subscription on the following mountain railways in the Jungfrau region: Grindelwald-Kleine Scheidegg-Lauterbrunnen/ Kleine Scheidegg-Jungfraujoch/ Grindelwald-First/ Grindelwald-Männlichen/ Wengen-Männlichen/ Lauterbrunnen-Mürren via Grütschalp/ Stechelberg-Mürren-Schilthorn/ Mürren-Allmendhubel/ Wilderswil-Schynige Platte/ Interlaken-Harder. Season Sportpasses are valid for occasional single rides on the following routes: Interlaken Ost-Lauterbrunnen/Grindelwald (BOB)/ Lauterbrunnen-Wengen (WAB)/ Lauterbrunnen-Mürren (BLM)/ Lauterbrunnen-Stechelberg (PAD)/ Stechelberg-Mürren (LSMS). Educational and business trips in particular are excluded. Sportpasses only entitle travel in second class. If a seat in first class is used, a class change fee must be paid equal to half the price difference. Sportpasses must be produced without being asked to do so when using transport companies without an electronic reader device. If the ticket has been purchased online, the guest provides documentation by means of a printed confirmation of purchase. Identification must also be carried at all times together with the e-ticket. A photo is required to create Sportpasses valid for 30 days or more. The electronically captured personal data are stored in a database. When passed over the electronic reader devices, the holder's photograph appears on an internal computer. If Sportpasses are issued as a KeyCard, a deposit is required. The deposit will not be refunded if the KeyCard is damaged. The FIS rules and SKUS guidelines must be observed. Obey the piste and rescue services instructions. Outside the train operating times and after final inspection has been completed, the slopes and runs are closed and thus off-limits. A Sportpass may be confiscated for reckless behaviour, in particular disregard of FIS regulations, signals, directives and barriers as well as skiing/snowboarding in forest and wildlife-protection areas or on avalanche endangered slopes. Sportpasses may not be exchanged. The user is not entitled to any refunds for service interruptions. This especially applies to the closure of the ski areas or parts of ski resorts due to inclement weather, lack of snow, avalanche danger, early snow melt on the ski slopes, etc. Special events can result in certain parts of the ski area being closed off and a spectator sector being established. The Sportpass does not grant you access. The customer accepts these inconveniences. The specified operating times of the winter sports equipment are for informational purposes only. Compliance with these times requires appropriate snow and slope conditions. If there are compelling reasons that the holder of the Sportpass can no longer use the pass independent of his will, an appropriate refund will be made.

The Sportpass must be returned to a sales outlet. A refund will be made only for days on which the sport pass was deposited before 10.00 am. Lost sport passes are generally not replaced. This especially applies to tickets for a period of 2 days or less. A new pass is created for Sportpasses valid for a longer period of time. Proof of purchase is required for this. It is up to the buyer to prove that he was the owner of the card. The circumstances of the loss and the efforts made to recover the card are appreciated. For season Sportpasses, there is a limit of 2 additional copies. A fee of CHF 25 applies. A notice of loss submitted to the police must also be presented. Sportpasses may be used only by the authorised person. Those who cannot produce a valid Sportpass at the inspection point must pay for an ordinary day pass. If guest was in the possession of a valid pass at the decisive moment, a refund for the amount of the day pass can be made within 7 days. A processing fee applies. Behaviour of a guest with the intention of unlawfully enriching himself or another person and/or damaging the transportation companies' assets or other rights is considered abuse. Falsifications are Sportpasses which have been produced by an unauthorised person, amended or otherwise manipulated or show signs of erasure. Misused Sportpasses may be confiscated as evidence. The duration of the entry of the sports pass misused shall be limited to the time of required clarifications. An ordinary day Sportpass must be removed. In case of misuse, a surcharge of CHF 100 will also be charged. For falsification, this surcharge is CHF 200. Passenger tariff 600.5 applies for rail travel. Those unable to pay the aforementioned amounts immediately must provide a guarantee. Otherwise, the guest may be expelled from the ski area. If a guarantee is issued, payment must be made within 3 days. Otherwise, the case will be forwarded to the office and other fees may be charged. Attempted improper use has the same consequences. Rights to civil and criminal prosecution remain reserved.

D.2. **Hotels**

With the hotels that can be placed as individual items in the shopping basket, the customer concludes a contract with the selected hotel brokered by JRT. Each hotel has its own contractual provisions, which may be obtained from the hotel directly or via the website. The hotels shall apply the following standard cancellation and rebooking conditions to the customer. Hotel services booked via JRT's booking platform may only be cancelled or rebooked via JRT's helpdesk. If a cancellation or rebooking is made 5 days prior to arrival, the cancellation fee is 100% of the booked hotel price. If a cancellation or rebooking is made more than 5 days prior to arrival, a processing fee of CHF 50 will be charged.

Prices include local charges and taxes. Extras such as the mini bar, room service, parking charges, etc., will be billed separately by the hotel. The customer is advised to inquire about any available extras and the associated costs during check-in.

The customer should inform the hotel directly of any complaints, damages, etc. The hotel will clarify the matter with the customer under its own authority. The liability of the hotel is determined by its own terms and conditions.

Contracts concluded with the hotels are exclusively subject to Swiss law. The parties agree that the site of the hotel

will be the sole place of jurisdiction. Mandatory, contractually binding provisions remain reserved.

D.3.1 **Holiday apartments and holiday homes (valid for bookings until 4 December 2019)**

JRT acts as an intermediary for the lease agreement with the holiday home landlord. The customer must conclude the lease agreement directly with the landlord.

Holiday apartments and holiday homes may only be rented for personal use. Subletting or assignment is only permitted with the express consent of the landlord. A breach of these terms may result in the customer's immediate removal from the property. In this case, the rent will not be refunded. The house rules form an integral part of the lease agreement. These may govern quiet hours and the use of communal areas such as the ski room, etc. The property must not be occupied by a greater number of persons than is stated in the agreement. Additional persons may be removed from the property. Any damages caused by the occupants must be paid for in full by the customer. These must be reported to the landlord prior to departure.

Tourist tax is **not** included in the rent and must be paid separately by the customer to the holiday home landlord on location.

If the customer wishes to cancel the lease agreement or rebook, he must do so via the JRT help desk. The following conditions apply: Cancellations or rebookings made up to 30 days prior to arrival will be charged at 40% of the rental price. After this date, the full amount will be charged. If the holiday apartment/holiday home can be reassigned for the same period of time and at the same price following a cancellation or rebooking, JRT will refund the customer the full amount, minus an admin fee of CHF 50. In the event of partial reassignment (shorter period and/or lower price) the amount generated by the reassignment will be refunded (minus the admin fee).

The agreement with the landlord is exclusively subject to Swiss law. The parties agree that the rental property will be the sole place of jurisdiction. Mandatory, contractually binding provisions remain reserved.

D.3.2 **Holiday flats and holiday homes (valid for bookings from 5 December 2019)**

Online bookings of holiday apartments and holiday homes are handled via the web platform of the partner e-domizil. In the course of the booking process via the JRT website, the customer is forwarded to a booking platform of e-domizil (<https://apartment.jungfrauregion.swiss>). JRT has no exclusive influence on the content and functioning of these websites and can therefore accept no liability for them. The operator e-domizil or the respective holiday apartment landlord is always responsible for the contents of the linked website and the individual advertisements.

The customer concludes his rental contract directly with the holiday apartment landlord. JRT does not act as contractual partner or agent of the rental contract. The legal framework of the booking platform e-domizil, which can be viewed under [this link](#), always applies.

D.4. **Ski and snowboard school**

It is possible to book lessons and childcare facilities with Grindelwald Sports AG and Genossenschaft Schweizer Skischule und Snowboardschule Wengen (third-party services) on the booking platform. [The booking terms for Grindelwald Sports AG and Schweizer Skischule und Snowboardschule Wengen can be found here.](#)

The customer must conclude a contract directly with his chosen snow sports school. Any contract amendments, cancellations, etc., must be negotiated directly with the booked ski or snowboard school.

Note: JRT may also use other professional ski and snowboard schools for JRT packages.

D.5. **Sports equipment**

JRT arranges equipment rental on the booking platform via INTERSPORT Rent-Network Jungfrau Region AG. [Booking terms of Intersport Rent Network.](#)

D.6. **Event tickets from third-party suppliers**

JRT acts as an intermediary for event tickets. The customer must conclude a contract directly with the event organiser. The latter has its own contractual terms which it publishes itself or which can be requested directly. These will be publicised in the event description wherever possible. If an event has to be cancelled or postponed, the event organiser's terms and settlement arrangements will apply. Tickets will remain valid for a possible replacement event (rescheduled date). Returns and exchanges are not possible, unless otherwise stipulated by the event organiser.

Event tickets cannot be returned to or exchanged by JRT. In its capacity as intermediary, JRT has no influence on the quality of the event, the manner in which it is carried out, or crowd control and security measures. Enquiries must be made directly with the event organiser in this regard. These are third-party events and JRT accepts no liability for the organisation or implementation of such events.

D.7. **Lauterbrunnen car park**

JBM acts as a broker in exchange for advance payment for the reservation and rental of parking spaces in the Parkhaus Lauterbrunnen AG car park on jungfrau.ch. A time period of at least 5 to a maximum of 31 days can be booked. Parkhaus Lauterbrunnen AG makes the reservations subject to the following rental conditions:

An advance booking and reservation of a parking space on 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 car registration number provided in the reservation is

used by the staff of the car park to facilitate briefing on days with heavy traffic and as an indication of the authorisation (copy protection). Reservation is not "personalised" by entering the car registration number for the purposes of these terms and conditions. The provisions relating to the protection of rights (voucher) from theft or unauthorised reproduction are therefore to be considered in every case.

The voucher should be kept in the passenger compartment, available to the driver upon first entry into the car park (arrival). It should be presented to the staff of the car park upon request. A car park ticket is obtained upon entry by entering the 5 digit parking code that is on the voucher. The parking ticket is valid for the entire reservation period and can be used for multiple entries and exits. If a regular ticket is pulled at the entrance (by accident or if voucher is forgotten), it must be recoded with the 5 digit code at an automatic paystation during the period of reservation. Vouchers that are lost or forgotten at home can be re-printed at any time from the jungfrau.ch user account; lost car park tickets will be replaced upon presentation of the voucher.

The car park is open all day. The use of the car park is subject to charges in all cases and for the entire duration of use. 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.

Parkhaus Lauterbrunnen AG disclaims 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 user is liable for the damage that he causes 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 (beeping, alarms, etc.) should 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 is prohibited. Disposal and dumping of waste is prohibited.