

## GENERAL

The Mountain Railways Gstaad 3000 AG (hereafter "G3AG"), as a mountain railway, primarily transports passengers and runs a food and beverage operation. The transportation services are based on the G3AG General Terms and Conditions and on the regulations regarding the transportation on trains and ships (Transportation Regulations). A customer is any individual person or legal entity that has entered into a contract with G3AG.

### 1. Scope of these General Terms and Conditions

The General Terms and Conditions (hereafter „GTC“) apply to all products and services (hereafter collectively „services“) – whether subject to a charge or free of charge – which are delivered by G3AG. Other conditions may also apply with respect to the use of certain services. In such cases, the customer will be made aware of these conditions before using such a service. By making use of one of the G3AG services, you are acknowledging the validity of these GTC. A written version of these GTC can be obtained from G3AG.

These GTC solely apply to G3AG. They specifically do not apply to the "Alpes Vaudoises" and "Gstaad" areas.

### 2. GTC Scope

The G3AG services encompass the transportation of people and goods on all the transportation systems owned by G3AG and the providing of food and beverages in all the G3AG food centers. Included in these services are all the related ancillary services.

### 3. Services Offered

All prices stated are in Swiss Francs (CHF) and contain the statutory value-added tax (VAT Nr. CHE-112.513.264). Prices published in brochures and on the Internet are subject to change. Availability or a mistake may also result in a change. The prices for business customers are provided upon request.

### 4. Customer Responsibility

The customer is obligated to use the infrastructure and restaurant areas and the therein contained furniture and machines with the utmost care. The customer is liable for all damage resulting from improper handling or use.

### 5. Prices

G3AG endeavors to offer an optimal price-performance ratio. The current and legally binding prices are available directly from G3AG. However, these do not include prices stated in agreements between G3AG and a customer. Price changes are published in due time and can also be adjusted at any time. G3AG has the right to change prices based on changes in the tax rate or other applicable fiscal rates (mainly VAT) without prior notice.

### 6. Payment Conditions

The customer is obligated to pay the invoice amount by the due date stated on the

invoice. For negligible amounts G3AG has the right to delay invoicing. Any objections to an invoice must be written and substantiated within 10 days of the invoice date. If a customer does not make payment within the payment period, the invoice is automatically considered past due and the customer must pay default charges of 5% of the invoiced amount. If the invoice is not paid after the second payment reminder, then G3AG has the right to terminate all services for that customer without further notice. We reserve the right to request a partial or full pre-payment or a security provision for services to be rendered. For events organized for customers with a foreign address, we either request a credit card with expiration date and card verification code (CVC) as guarantee or 100% pre-payment. This also applies to events booked from abroad. This does not apply to other existing agreements between G3AG and the customer.

### 7. Gift Certificates

G3AG gift certificates can solely be used for the therein stated area of use. Expired gift certificates can be extended with a proof of purchase. Gift certificates which were distributed free of charge (sponsoring, PR purposes, etc.) cannot be extended.

### 8. Internet / Internet Sites

All published data (prices, online calculations, reservations, etc.) is subject to change. G3AG is not liable for mistakes on the internet, damage from third parties, imported data of any kind, especially viruses, worms, trojan horses, etc. A flawless functioning of the hardware and software cannot be guaranteed. The internet sites may contain technical inaccuracies or typographical errors. G3AG is not liable under any circumstance for any kind of direct, indirect, special or other consequential damages resulting from the use of the G3AG internet site or the therein linked internet sites. G3AG is also not liable for lost sales, disruption of operations, loss of programs or other data in customer information systems. This also applies when G3AG has been clearly notified of the risk of such damage. Cookies are data items that can be sent from an internet site to the browser in order to better support data-based systems. The browser can be set up so that it sends a message whenever a cookie is received. This allows the user to decide whether to accept or reject the cookie. Generally, no personal data is stored when someone visits our internet pages. In particular cases, however, the name and address are necessary and in such a case, the user will be specifically informed. G3AG maintains the right to update or change the data on the internet pages without prior notification. This also applies to improvements and/or changes to the products (i.e., respective programs) described on these internet pages.

### 9. Data Use

Personal and address data that G3AG requests in conjunction with a service rendered may be used by G3AG for advertising purposes.

The visitor can be filmed by webcams diffusing online live weather situation or

security cameras used for safety reasons (avalanches or irregularities).

### 10. Sanitary certificate

Depending on the current regional / national sanitary situation, an official sanitary certificate recognized by the Swiss Federal Office of Public Health might be mandatory to access G3AG properties such as buildings, lifts, restaurants, cable car stations and ski slopes managed by G3AG. The access to G3AG facilities can be restrained only to customers having a sanitary certificate. During this period, if the customer chooses not to use G3AG facilities for any reasons, there will be no reimbursement or extension of the tickets already sold.

### 11. Liability

G3AG is committed to the customer to diligently delivering the services as stated in the contract, these General Terms and Conditions and other contractual conditions. G3AG is only liable in the case of intentional or gross negligence or non-contractual damages. The customer must provide the evidence. Any other liability will be denied by G3AG.

### 12. Changes to the General Terms and Conditions GTC and other contractual conditions

G3AG reserves the right to change the General Terms and Conditions and other contractual conditions at any time. The customer will be notified of changes in the GTC in due time. Should the customer be significantly and adversely affected by such a change, then the customer has the right to terminate the contract when the new GTC come into effect. The right to terminate the contract expires upon the coming into effect of the modified GTC.

### 13. Applicable Law and Place of Jurisdiction

Our business activities are exclusively based on Swiss Law. The invalidity of single conditions in a contract do not render the entire contract invalid. The place of jurisdiction is Saanen, Switzerland, whereas G3AG also has the option to file suit at the domicile of the defendant.

**CABLE CAR / CHAIRLIFT OPERATIONS  
FOOD AND BEVERAGE OPERATIONS**

**14. General Conditions**

All tickets are personal and non-transferable (exception: multi-ride tickets for the Alpine Coaster) and must be presented upon request by a G3AG employee for control.

A picture of the visitor is taken automatically at each gate for an eventual future inspection. The subsequent exchange for other tickets is not possible. The following conditions apply exclusively to G3AG tickets. Tickets from Gstaad, Alpes Vaudoises or Magic Pass are subject to their own respective conditions, which can be found in their brochures.

**15. Validity of Tickets and Season Tickets**

The tickets and season tickets are only valid during the published operating hours. Season tickets are not valid for special or after-hour evening events.

**16. Lost or Stolen Tickets**

Lost or stolen tickets will not be reimbursed. Tickets can only be replaced upon proof of purchase and after it has been verified that the ticket has not been used. An administrative fee of CHF 5.00 will be charged.

**17. Misuse of Tickets/Season Tickets**

Using an incorrect or invalid ticket will result in a penalty fee of CHF 100.00. Any kind of misuse of a season ticket or the therein contained information will result in an immediate revocation without compensation. Additionally, an administrative fee of CHF 200.00 will be charged. In case of reckless conduct, riding down a slope exposed to avalanches, riding through a wildlife protected area, disregarding signs on the slopes, a customer may have to give up his ticket or be prohibited from using the mountain railways. Civil action may be taken, or this person may be prosecuted.

**18. Reimbursement in Case of Illness or Accident**

Nobody has the right to get reimbursed for a day ticket in case of illness or accident. The regulations and conditions of Gstaad, Alpes Vaudoises or Magic Pass apply to multi-day tickets. The season pass Glacier 3000 is not reimbursed in any case.

**19. Reimbursement in Case of Bad Weather or Other Acts of Nature**

Nobody is entitled to get reimbursed or to receive an extension due to bad weather or situations resulting from acts of nature.

**20. Reimbursement in Case of an Interruption in the Operating Activities**

Nobody is entitled to get reimbursed or to receive an extension in case G3AG operations are interrupted. Operations can be interrupted for safety reasons, due to snow and weather conditions or in the case of a sanitary crisis. The mountain railways are subject to the Swiss Transportation Law.

**21. Reimbursement in Case the Ski Slopes are Closed**

Nobody is entitled to be reimbursed or to receive an extension in case the ski slopes are closed.

**22. Reimbursement in Case of an Unplanned Departure**

Nobody is entitled to be reimbursed or to receive an extension in case of an unplanned departure.

**23. Slopes**

The Glacier 3000 ski area lies in high alpine surroundings. One must pay attention to the markers indicating the edge of the slope along the marked runs. The „alternative routes“ carry several inherent dangers (avalanches, cornices or other natural dangers). These „alternative routes“ are neither secured nor marked. You leave the secured slopes at your own risk. G3AG does not assume liability for any accidents off of the marked slopes. Young trees must be protected and wild animals must not be disturbed. Dogs are not allowed on the slopes. The slopes are closed after operating hours and their use prohibited for safety reasons.

**23.1 FIS Rules**

The 10 FIS Rules of Conduct apply to all snow sport guests. ([www.fis-ski.com](http://www.fis-ski.com)).

**23.2 Accident in the Winter Sports Area**

If a ticket owner has an accident in the winter sports area, he/she has the right to utilise the G3AG rescue services. G3AG will charge the customer for services performed either directly or the services will be stated on the physician's or hospital invoice. Additionally, costs for third party services, such as an ambulance or helicopter, etc. can also arise. It is the responsibility of the injured person to contact his/her insurance in case these costs are to be reimbursed.

**24. Basis for a Legal Relationship**

The basis for a legal relationship is the reservation/order confirmation. Reservations are confirmed in writing. Without an objection from the customer within 10 days, a reservation is considered approved.

**25. Alternate Dates**

Alternate dates (offers, order confirmations, etc.) are legally binding for both parties. G3AG has the right to dispose of these rooms/infrastructures for other purposes once the option deadline has expired.

**26. Cancellation / Reduction of the Number of Participants**

G3AG must be notified as early as possible and in writing of any significant changes to the confirmed reservation. The binding number of participants must be given to G3AG as soon as possible, no later than 3 working days before the event.

The cancellation or the reduction of the number of participants received less than 2 working days before the event will be charged at 50%; less than 1 working day before the event at 100%.

**27. Damage / Insurance**

The customers are liable to G3AG for any damage or losses caused by them, persons that work for them or participants. G3AG must not prove that the customer was at fault in such situations. G3AG is not liable for stolen property or damaged items that were brought along by the event organisers, participants, guest speakers or third parties. For seminars and banquets the event organiser assumes responsibility for all necessary insurances (especially related to brought items). G3AG has the right to request proof of such insurance.

**28. Extension**

Evening events that last after 23.00h (last descent from Scex Rouge station at 22.45h) will be confirmed on request only. For each hour thereafter, a pro-rated surcharge of CHF 500.00 will be charged.

**28. Food and Beverages**

If no other written agreement exists, then a customer must purchase all the food and beverages from G3AG, else a cork fee can be charged.

**30. Surcharges**

We reserve the right to add a surcharge in the case of special wishes or services.

**31. Cancellation of the Reservation Agreement**

If G3AG has reason to believe that an event carries the risk of interrupting operations, being unsafe or of damaging the reputation of the company, then it has the right to cancel the reservation agreement at any time without compensation.

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**GSTAAD 3000 AG**

Glacier 3000  
Restaurant Botta

Route du Pillon 253  
CH - 1865 Les Diablerets

Phone: +41 (0) 24 492 33 77

Fax: +41 (0) 24 492 09 24

E-Mail: [info@glacier3000.ch](mailto:info@glacier3000.ch)

Homepage: [www.glacier3000.ch](http://www.glacier3000.ch)

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