



GENERAL TERMS AND CONDITIONS OF CONTRACT AND TRAVEL GTCT

We are delighted that you are interested in spending your vacation in the Zermatt – Matterhorn destination. We kindly ask you to read the following General Terms and Conditions of Contract and Travel (GTCT) carefully and to observe their application.

1. Scope of application

- 1.1. These GTCT govern the legal relationship between the travel participants and Zermatt Tourism (hereinafter "**ZT**").
- 1.2. These GTCT distinguish between Packages and other accommodation/travel services for which ZT is generally only intermediary and does not act in its own name or for its own account. A Package is deemed to exist if at least one additional travel service is offered at a total price in addition to the accommodation service.
- 1.3. In the case of Packages, ZT itself acts in the capacity of contracting partner as a matter of principle; exceptions are identified explicitly. In addition to the general provisions in Sections 2 and 6, the provisions in Section 3 "Package travels and package deals" apply in particular to Packages. Different regulations may apply in some cases where Zermatt Apartment Verein organises a Package. Such variations are explicitly identified in these GTCT.
- 1.4. If ZT acts as an intermediary, this means that ZT has been commissioned and authorised by the service partners to arrange services in their name and for their account. Service partners include, for example, hotels, holiday apartment brokers, transport companies, event organisers, etc. In this case, the contract is concluded directly between you and the service partner. ZT is not a party of such contract. Accordingly, the general terms and conditions of the respective service partner apply in the first instance (with the exception of the payment, cancellation and annulment conditions, see Section 4). Insofar as the service partner's own terms and conditions do not contain different provisions, the provisions of Section 4 of these GTCT will additionally apply when ZT acts as an intermediary and assumes responsibility for handling payment transactions and cancellations on behalf of the service partner. Likewise, in such cases the provisions of Section 6 of the GTCT will also apply, subject to any deviating provisions in the terms and conditions of the respective service partner.

2. General provisions

- 2.1. The provisions of this Section 2 apply both to package travels and package deals (Section 3) and to the intermediation by ZT (Section 4).
- 2.2. ZT is responsible for the sale and technical transmission of reservations to the customer and to the service partners after you have made a reservation via www.zermatt.swiss. Proof of correct transmission of the reservation is deemed to have been provided when the transmission log of the reservations system indicates that the transmission has been entered without errors.
- 2.3. ZT processes amendments or cancellations of reservations that you have made via Zermatt Tourism. Accordingly, ZT must be notified in writing of all amendments or cancellations. In the case of Packages, the provisions of Section 3.2 and Section 3.3 apply in particular to amendments and cancellations. In the case of intermediation by ZT, the provisions of Section 4.1 and Section 4.2 apply in particular to amendments and cancellation.
- 2.4. The prices indicated in Swiss francs in the reservation confirmation are binding. Prices may be adjusted as a result of the introduction of or increase in taxes, duties, transport costs or similar up to 3 weeks before the start of the service. Prices indicated in other currencies (for example calculated using a currency converter) are provided solely for information purposes and are not binding. Invoices will be issued in Swiss francs and must be paid in Swiss francs.



- 2.5. In the case of obviously incorrect reservations owing to a failure of the reservations system, the agreed prices are void. In this case ZT reserves the right to cancel the reservation without compensation.
- 2.6. You are responsible for your own arrival. No reimbursement will be given for delayed arrival resulting from faults and disruption in either public or private transport (including rail and air travel) or resulting from private reasons.
- 2.7. ZT does not offer any travel or cancellation insurance. However, ZT does recommend that you arrange your own travel insurance with cancellation protection.
- 2.8. You will be held fully liable for any damage that you are found to have caused during your stay. All damage must be reported to the service partner or its representative prior to departure.

3. Package travels and package deals

This part of the GTCT only applies to package travels and package deals (hereinafter "**Package**") booked by you that are put together by ZT with local service partners.

3.1. Conclusion of contract and services

- 3.1.1. The contract between you and ZT comes into effect with the acceptance of your written reservation via ZT and is fixed from this point. These GTCT apply to all travel participants.
- 3.1.2. The services are set out in the service description on the Internet and/or the reservation confirmation. The number of persons stipulated in the contract must be respected at all times and cannot be exceeded without the express agreement of ZT. Otherwise, the contract may be cancelled by ZT without compensation.

3.2. Payment terms and cancellations by you

- 3.2.1. The terms of payment, cancellation and annulment of the packages indicated in the provisions of these GTCT are binding. We reserve the right to make amendments to the payment, cancellation and annulment conditions in favour of the guest.
- 3.2.2. If relevant to your reservation, any additional provisions in the general terms and conditions of the relevant service partners are also binding. The GTCT of ZT shall take precedence over the more extensive GTCT of the service partner concerned.
- 3.2.3. Payment for reservations is made directly on completion of the reservation via ZT by credit card or other online payment methods. When you book a Package that is organised by Zermatt Apartment Verein, you will receive a separate link allowing you to purchase your mountain railway ticket at a reduced price in accordance with the applicable offer.
- 3.2.4. When booking a Package relating to services provided by Zermatt Bergbahnen AG, Zermatt Unplugged or Freilichtspiele Zermatt GmbH, the additional provisions in the general terms and conditions of the respective service partner apply in addition to these GTCT, as listed below:
 - Zermatt Bergbahnen AG: <https://www.matterhornparadise.ch/de/allgemeine-geschaeftsbedingungen>
 - Zermatt Unplugged: <https://zermatt-unplugged.ch/de/agb/>
 - Freilichtspiele Zermatt GmbH: <https://www.freilichtspielezermatt.ch/agb>

In event of contradictions between these GTCT and the additional provisions in the general terms and conditions of Zermatt Bergbahnen AG, Zermatt Unplugged or Freilichtspiele Zermatt GmbH, these GTCT shall take precedence over the general terms and conditions of the service partners.

- 3.2.5. The amount paid covers all services included in the Package. All additional services are to be paid directly to the accommodation provider or other service partners involved. Packages organised by Zermatt Apartment Verein pursuant to Section 3.2.3 are excluded from this rule.
- 3.2.6. If you cancel a reservation, you will be charged the full amount and will not receive a refund.



It is not possible to cancel your booking.

- 3.2.7. If you wish to make a rebooking, you must inform us immediately in writing. Rebookings are only permitted by ZT in exceptional cases. Guests are not entitled to a rebooking.
- 3.2.8. If ZT exceptionally authorises your rebooking, you will be charged a processing fee of CHF 100.00.
- 3.2.9. If you are unable to attend a service on time, you must - as far as reasonably possible - notify ZT in writing. Any unannounced no-show will be treated as a cancellation and the total amount will not be refunded. The total amount remains due in the case of early departure, and you are not entitled to a refund of the amount.
- 3.2.10. If you are unable to make use of a booked service, you are permitted to nominate a replacement person who will take on the service at the same conditions. This is subject to the substitute person accepting joint and several liability for the offer price and the service partners involved in your trip accepting this change.

3.3. Cancellations and amendments to the contract by ZT

- 3.3.1. In the case of cancellations or amendments of the contract by ZT, ZT will inform you immediately of all substantial contract amendments and notify you of the change to the price. If the increase in price exceeds 10% compared with the original offer price, you have the right to withdraw from the contract without compensation. You have the same rights in the event that ZT has to cancel the travel for reasons for which you are not responsible (subject to Section 3.3.3).
- 3.3.2. In the case of a cancellation, you have the right to take an equivalent, inferior (including reimbursement of the price difference) or higher value Package, provided ZT can offer this, or claim back any amounts already paid less costs already incurred by ZT and/or damages for non-fulfilment of the contract.
- 3.3.3. Circumstances that are not within ZT's control/sphere of influence can always arise in relation to holiday travel. If ZT is prevented from fulfilling the service due to reasons of force majeure (e.g. environmental catastrophe, acts of nature, strike, etc.), then ZT is entitled to cancel the booked service. In such a case you have no right to damages or compensation for non-fulfilment of the contract.

3.4. Complaints

- 3.4.1. If the service does not meet the contractual agreement or if you suffer a damage, you have the right and obligation to notify the relevant service partner of this defect or damage directly in writing within 24 hours. ZT will undertake best efforts jointly with the service partner to find a suitable solution.
- 3.4.2. If ZT or the service partner cannot offer a suitable solution, you have the right to rectify the defect yourself. You must notify ZT of this in writing immediately.
- 3.4.3. In the event that a suitable solution could not be found by the service partner on site or offered by ZT and the defect could not be resolved or could not be sufficiently resolved, a written notification to this effect must be submitted to ZT no more than 10 days following the use of the service. ZT will compensate you for the damage resulting from the non-performance or insufficient performance, whereby the amount of this compensation payment corresponds to the difference between the price of the intended service and that of the service that has been provided.
- 3.4.4. Failure to lodge a complaint with the service partner on site or failure to comply with the deadline for written notification to ZT may result in a reduction of any claim for damages against ZT.

3.5. Liability

- 3.5.1. ZT does not accept any liability for services that do not form part of a Package. In this case, the provisions of Section 4.3 shall apply.
- 3.5.2. With the exception of liability for personal injury, liability for damages due to non-fulfilment or improper fulfilment and for any other damages (such as property damage, financial loss, expenses rendered useless as a result of the travel defect, damages due to spoilt holidays,



insofar as they are eligible for compensation at all) is limited to twice the price of the package. In the event of willful intent or gross negligence, ZT shall be fully liable for the damage suffered.

- 3.5.3. ZT shall not be liable for unforeseeable circumstances or unforeseeable failures of third parties beyond ZT's control, such as:
- Failures or malfunctions in the water and/or electricity supply and facilities such as heating, lift, swimming pool, etc.
 - Reduction in value of the service due to environmental damage, temporary increased noise emissions such as construction sites, night noise, etc.
- 3.5.4. ZT is not liable if the non-fulfilment or improper fulfilment of the contract is due to force majeure or an event which ZT could not foresee or avert despite all due care, or if the non-fulfilment or improper fulfilment is exclusively due to a failure on your part.
- 3.5.5. If the above or other reasons, which are also beyond ZT's control or due to your negligence, prevent the provision of the service, ZT will undertake best efforts to find an equivalent replacement or another suitable solution.

4. ZT as an intermediary

If you purchase an accommodation, a ski pass, an experience/event offer or any other offer individually, your direct contractual partner is the respective service partner and not ZT. In principle, the general terms and conditions of the respective service partner apply. With regard to payment, cancellation and annulment conditions, these GTCT apply

Unless the general terms and conditions of the service partner stipulate otherwise, the following provisions shall apply. These GTCT also apply in any case to the terms of payment, cancellation and annulment

In the event of contradictions between the following provisions and the general terms and conditions of the service partner, the general terms and conditions of the service partner shall take precedence. With regard to payment, cancellation and annulment conditions, these GTCT take precedence over the general terms and conditions of the service partner.

4.1. Bookings of all types of accommodation

- 4.1.1. The processing and payment for the reservation of an accommodation that is not part of a Package is handled directly between you and the service partner. ZT handles the payment processing (collection and transfer to the service partner). A reservation can only be made using a valid credit card or other online payment methods. The reservation confirmation serves as a travel document.
- 4.1.2. If you book a Non-Refundable-Rate or before less than seven days of arrival, payment will be made directly to ZT.
- 4.1.3. In all other cases, i.e. if you do not book a Non-Refundable-Rate or book more than seven days before arrival, you will receive a request for payment by e-mail from ZT around two weeks before the last possible cancellation date. Payment will then be made to ZT via the link contained in the email. If you do not comply with the payment request, you will receive two further reminders with a reference to the cancellation if you do not comply. If the last payment request remains unheeded, the reservation will be automatically cancelled after the payment deadline has expired.
- 4.1.4. The cancellation conditions of the service partners indicated in the reservation process and on the reservation confirmation are binding. ZT must be notified in writing of any amendments or cancellations. Changes to the payment, cancellation and annulment conditions in favour of the guest are reserved.
- 4.1.5. Any reservation that is not cancelled within the deadlines specified in the cancellation conditions of the service partners is subject to a charge. The same applies to No-Shows.

4.2. Bookings of activities / experiences / events / tickets / vouchers / souvenirs / tourism products

- 4.2.1. The processing and payment for the reservation of activities, experiences, events, tickets (in particular - but not limited to - all services offered by ZBAG as a service partner),



vouchers, souvenirs and tourism products that are not part of a Package is handled between you and ZT.

4.2.2. The total amount of the reservation of one or more tourist products that are not part of a Package must be paid directly when booking via ZT by credit card or another online payment method. In exceptional cases and only on request, payment by invoice for souvenir or destination vouchers is possible.

4.2.3. Cancellations are generally not possible. Guests are not entitled to any cancellation.

4.2.4. ZT must be notified of any desired amendments or cancellations. The cancellation and payment conditions for the various products stated in the reservation confirmation are binding. We reserve the right to make amendments to the payment, cancellation and annulment conditions in favour of the guest. Further information on special cancellation conditions can be found at <https://www.matterhornparadise.ch/de/informationen/tickets-tarife>.

4.3. Liability

4.3.1. ZT's liability is limited to the diligent provision of the intermediation service and the collection and processing of payments. However, ZT is not liable for the services and promises of service partners whose offers ZT merely intermediates.

5. Data protection

5.1. Your personal data is processed if you complete a booking via www.zermatt.swiss/en. Zermatt Tourism (ZT) and the relevant service providers are considered independent data controllers in accordance with the applicable data protection law.

5.2. ZT and the service partners process your personal data in accordance with the applicable data protection law, in particular the Swiss Data Protection Act (DPA) and the EU General Data Protection Regulation (GDPR). The personal data you provide as part of a reservation in accordance with these GTCT will generally be processed to fulfil your reservation.

5.3. You can find more information on how ZT processes your personal data in ZT's privacy policy at: www.zermatt.swiss/datenschutz.

5.4. If you make a reservation via www.zermatt.swiss/en, ZT will forward your personal data, in particular your reservation data (e.g. event name, service reserved, hotel name, number of adults/children, number of overnight stays, number of rooms, booking price and method, payment method, room category) and contact details (e.g. e-mail, first name, last name, telephone number, address) to the service provider responsible for carrying out your reservation, such as the reserved hotel, Zermatt Bergbahnen, so that they can complete the reservation. The data protection provisions of the respective service partners apply to the processing of your data by the service partners (e.g. at: <https://www.matterhornparadise.ch/de/allgemeine-geschaeftsbedingungen>, <https://zermatt-unplugged.ch/de/datenschutz/> or <https://www.freilichtspielezermatt.ch/agb>).

6. Applicability of the GTCT and jurisdiction

6.1. The GTCT are available in German, English and French. In the event of contradictions, the German version shall prevail.

6.2. These GTCT are governed by Swiss law. Visp (Switzerland) is agreed as the exclusive place of jurisdiction.

Zermatt, 18 March 2025