GENERAL TERMS AND CONDITIONS OF CONTRACT AND TRAVEL GTCT

We are delighted that you are considering a holiday in the Zermatt – Matterhorn destination. Please read the following General Terms and Conditions of Contract and Travel (GTCT) carefully and take note of the circumstances in which they apply.

1. Scope of application

1.1. These General Terms and Conditions of Contract and Travel (GTCT) govern the legal relationship between travellers and Zermatt Tourism (hereinafter referred to as **"ZT"**).

1.2. These **GTCT** distinguish between package offers and other accommodation and travel services, for which ZT generally acts solely as an intermediary and neither in its own name nor for its own account. A package offer exists where, in addition to accommodation, at least one additional travel service is offered at an inclusive price.

1.3. In the case of package offers, ZT generally acts as the contracting party; any exceptions are explicitly indicated. In addition to the General Provisions set out in Sections 2 and 6, the provisions of Section 3, **"Package Travel and Package Offers"**, apply in particular to package offers. Where a package offer is organised by the Zermatt Apartment Association, partially different provisions may apply. Any such deviations are explicitly stated in these GTCT.

1.4. Where ZT acts as an intermediary, this means that ZT has been commissioned and authorised by the service providers to arrange services in their name and for their account. Service providers include, for example, hotels, holiday apartment providers, transport companies and event organisers. In such cases, the contract is concluded directly between you and the service provider. ZT is not a contracting party.

Accordingly, the General Terms and Conditions of the respective service provider apply primarily (with the exception of the payment, cancellation and withdrawal conditions; see Sections 4.1 and 4.2). Unless the terms and conditions of the respective service provider contain provisions to the contrary, the provisions of Section 4 of these AVRB also apply where ZT acts as an intermediary and handles payments and cancellations on behalf of the service provider. In such cases, the provisions of Section 6 of these AVRB also apply, subject to any provisions to the contrary in the terms and conditions of the respective service provider.

2. General provisions

2.1. The provisions of this Section 2 apply both to package travel and package offers (Section 3) and to services arranged by ZT as an intermediary (Section 4).

2.2. ZT handles the sale and technical transmission of bookings to the customer and the service providers after you have made a booking via www.zermatt.swiss. Proof of the correct transmission of a booking is deemed to have been provided if the booking system's transmission logs record the transmission as having been completed without errors.

2.3. ZT handles changes to or cancellations of bookings made by you through Zermatt Tourism. Any changes or cancellations must therefore be communicated to ZT in writing. For package offers, the provisions of Sections 3.2 and 3.3 apply in particular to changes and cancellations. Where ZT acts as an intermediary, the provisions of Sections 4.1 and 4.2 apply in particular to changes and cancellations.

2.4. Only the price in Swiss francs (CHF) stated during the booking process and in the booking confirmation is authoritative and binding. Prices may be adjusted due to the introduction or increase of charges, fees, taxes, transport costs or comparable cost factors up to three weeks before the commencement of the service. Prices displayed in other currencies, for example via a currency converter, are provided for information purposes only and are not binding. If payment is made in a currency other than Swiss francs, the exchange rates and fees applied by the respective payment service provider shall apply.

2.5. In the event of an obvious incorrect booking resulting from system-related errors in the booking system, the agreed prices shall be invalid. In such cases, ZT is entitled to cancel the booking without any obligation to pay compensation.

2.6. You are responsible for making your own travel arrangements to the destination. No refund will be provided in the event of late arrival due to disruptions or delays affecting public or private transport, including rail and air travel, or for personal reasons.

2.7. ZT does not offer travel or cancellation insurance. However, ZT recommends that you take out travel insurance that includes cancellation cover.

2.8. You are fully liable for any damage that you can be shown to have caused during your stay. Any such damage must be reported to the service provider or its representative before departure.

3. Package travels and package deals

This part of the **GTCT** applies only to package travel and package offers booked by you (hereinafter referred to as a **"Package Offer"**), which are put together by ZT in cooperation with local service providers.

3.1. Conclusion of contract and services

3.1.1. The contract between you and ZT is concluded upon ZT's acceptance of your written booking and becomes binding from that point onwards. These GTCT apply to all travellers.

3.1.2. The services are based on the service description provided online and/or in the booking confirmation. The number of persons specified in the contract must be respected in all cases and may not be exceeded without ZT's express consent. Otherwise, ZT is entitled to terminate the contract without any obligation to pay compensation.

3.2. Payment terms and cancellations by you

3.2.1. The payment, cancellation and withdrawal conditions for the Package Offer set out in these GTCT, as well as during the booking process and in the booking confirmation, are binding. ZT reserves the right to amend the payment, cancellation and withdrawal conditions in favour of the guest.

3.2.2. Payment for the booking is made directly through ZT upon completion of the booking and must be paid by credit card or by other online payment methods. If you book a Package Offer organised by the Zermatt Apartment Association, you will receive a separate link to purchase your mountain railway ticket separately at the reduced price applicable to the respective offer.

3.2.3. When booking Package Offers that include services provided by third parties, in particular Zermatt Bergbahnen AG, Zermatt Unplugged or Stöckli Swiss Sports AG, the respective General Terms and Conditions of the relevant partners shall apply in addition to these **GTCT**. In particular, the following General Terms and Conditions apply:

- Zermatt Bergbahnen AG: https://www.matterhornparadise.ch/en/terms-and-conditions
- Zermatt Unplugged: https://zermatt-unplugged.ch/en/terms-and-conditions/
- Stöckli Swiss Sports AG: https://www.stoeckli.ch/inten/terms-and-conditions

In the event of any conflict between these GTCT and the General Terms and Conditions of the respective service providers, the provisions of these GTCT shall prevail.

3.2.4. The amount paid includes all services included in the Package Offer. Any additional services must be paid directly to the accommodation provider or the respective service provider. Package Offers organised by the Zermatt Apartment Association in accordance with Section 3.2.2 are exempt from this provision.

3.2.5. The cancellation conditions stated at the time of booking apply to cancellations of Package Offers. For selected Package Offers, the current dynamic cancellation conditions of the booked accommodation apply. If cancellation is not permitted or the cancellation period has already expired, you are not entitled to a refund.

3.2.6. If you wish to change your booking, you must notify us of your request in writing without delay. Changes to bookings are permitted by ZT only in exceptional cases. Guests have no entitlement to a change of booking.

3.2.7. If ZT agrees to a change of booking on an exceptional basis, an administration fee of CHF 100.00 will be charged.

3.2.8. If you are unable to use a service at the agreed time, you must notify ZT in writing without delay, insofar as reasonably possible. Failure to use a service without prior notice (no-show) will be treated as a cancellation, and the total amount will not be refunded. In the event of early departure, the total amount remains payable and you are not entitled to a refund.

3.2.9. If you are unable to use the booked service, you may generally nominate a substitute person to use the service under the same conditions. This is subject to the substitute person being jointly and severally liable for the price of the Package Offer and the relevant service providers agreeing to the transfer.

3.3. Cancellations and amendments to the contract by ZT

3.3.1. In the event of cancellation or changes to the contract by ZT, ZT will inform you without delay of all material changes to the contract and their impact on the price. If the price increase exceeds 10% of the original Package Offer price, you are entitled to withdraw from the contract without having to pay any compensation. If ZT is required to cancel the trip for reasons for which you are not responsible (subject to Section 3.3.3), you have the same rights.

3.3.2. If you withdraw from the contract, you may choose an equivalent Package Offer, a lower-value Package Offer (including a refund of the price difference) or a higher-value Package Offer, provided that ZT is able to offer such an alternative. Alternatively, you may request reimbursement of the amount already paid, less any costs already incurred by ZT, as well as, where applicable, compensation for non-performance of the contract.

3.3.3. Circumstances may arise in connection with holiday travel that are beyond ZT's control and which ZT can neither prevent nor influence. If ZT is prevented from providing the booked service due to force majeure (e.g. environmental disasters, natural events, strikes, etc.), ZT is entitled to cancel the booked service. In such cases, you are not entitled to compensation for non-performance of the contract.

3.4. Complaints

3.4.1. If the service provided does not comply with the contractual agreement or if you suffer any loss or damage, you are entitled and required to submit a written complaint regarding the deficiency or damage directly to the relevant service provider within 24 hours. ZT will make reasonable efforts, together with the service provider, to find an appropriate solution.

3.4.2. If ZT or the service provider is unable to offer an appropriate solution, you may remedy the deficiency yourself. ZT must be notified of this in writing without delay.

3.4.3. If no appropriate solution could be found with the service provider on site or offered by ZT, and the deficiency was therefore not remedied or was remedied inadequately, you must submit a corresponding written notification to ZT no later than 10 days after using the service. ZT will compensate you for the loss or damage resulting from the service not being provided or not being provided adequately. The amount of compensation shall correspond to the difference between the price of the service originally agreed and the service actually provided.

3.4.4. Failure to submit a complaint to the service provider on site or to comply with the deadline for written notification to ZT may result in a reduction of any claim for compensation against ZT.

3.5. Liability

3.5.1. ZT accepts no liability for services that are not part of a Package Offer. In such cases, the provisions of Section 4.3 apply.

3.5.2. Liability for loss or damage resulting from non-performance or improper performance, as well as for any further loss or damage (for example, damage to property, financial loss, expenses rendered futile as a result of a travel deficiency, or loss resulting from a spoiled holiday, insofar as such loss is compensable at all), shall, with the exception of liability for

personal injury, be limited to twice the price of the Package Offer. In cases of intent or gross negligence, ZT shall be fully liable for the loss or damage suffered.

3.5.3. ZT shall not be liable for unforeseeable circumstances or unforeseeable failures by third parties that are beyond ZT's control, including:
- failures or disruptions to the water and/or electricity supply, as well as to facilities such as heating, lifts, swimming pools, etc.;
- reduction in the value of the service due to environmental damage or temporarily increased noise levels, for example as a result of construction work, night-time noise, etc.

3.5.4. ZT shall not be liable if the non-performance or improper performance of the contract is due to force majeure or an event that ZT could not have foreseen or prevented despite exercising all due care, or if the non-performance or improper performance is solely attributable to an act or omission on your part.

3.5.5. If the circumstances referred to above, or other circumstances that are likewise beyond ZT's control or are attributable to an act or omission on your part, prevent the service from being provided, ZT will make every reasonable effort to provide an equivalent alternative or find another suitable solution.

4. ZT as an intermediary

If you purchase accommodation, a ski pass, an experience or another offer individually, your direct contracting party is the respective service provider and not ZT. As a general rule, the General Terms and Conditions of the respective service provider apply. With regard to payment, cancellation and withdrawal conditions, these GTCT apply.

Unless otherwise provided for in the General Terms and Conditions of the service provider, the provisions set out below shall apply. These GTCT shall in all cases also apply to payment, cancellation and withdrawal conditions.

In the event of any conflict between the provisions set out below and the General Terms and Conditions of the service provider, the General Terms and Conditions of the service provider shall prevail. However, with regard to payment, cancellation and withdrawal conditions, these GTCT shall prevail over the General Terms and Conditions of the service provider.

4.1. Bookings of all types of accommodation

4.1.1. The processing and payment of a booking for accommodation that is not part of a Package Offer is handled between you and ZT. ZT therefore handles the payment process, including collection of the payment and transfer to the service provider. A booking can only be made using a valid credit card or another online payment method. The booking confirmation serves as your travel document.

4.1.2. If you book a non-refundable rate or make a booking less than seven days before arrival, payment is made directly to ZT.

4.1.3. In all other cases, i.e. if you do not book a non-refundable rate or make your booking more than seven days before arrival, you will receive a payment request by email from ZT approximately two weeks before the final cancellation deadline. Payment must then be made to ZT via the link provided in the email. If you do not make the payment following the initial payment request, you will receive two further reminders informing you that the booking will be cancelled if payment is not made by the applicable deadline. If the final payment request is also not acted upon, the booking will be automatically cancelled once the payment deadline has expired.

4.1.4. The cancellation conditions of the service providers stated during the booking process and in the booking confirmation are binding. Any changes or cancellations must be communicated to ZT in writing. ZT reserves the right to amend the payment, cancellation and withdrawal conditions in favour of the guest.

4.1.5. Any booking that is not cancelled within the deadlines specified in the service provider's cancellation conditions will be subject to the applicable cancellation charges. The same applies in the event of a no-show.

4.2. Bookings of Activities, Experiences, Tickets, Vouchers, Souvenirs and Tourism Products

4.2.1. The processing and payment of bookings for activities, experiences, tickets, vouchers, souvenirs and tourism products that are not part of a Package Offer are handled between you and ZT. This applies in particular to services offered by ZBAG as the service provider.

4.2.2. The total amount for the booking of one or more tourism products that are not part of a Package Offer or package travel arrangement must be paid directly through ZT at the time of booking by credit card or another online payment method. In exceptional cases and only upon request, payment by invoice is available for souvenirs or destination vouchers.

4.2.3. As a general rule, cancellations are not permitted. Guests have no entitlement to cancel a booking.

4.2.4. Any requested changes or cancellations must be communicated to ZT. The cancellation and payment conditions for the respective products stated in the booking confirmation are binding. ZT reserves the right to amend the payment and cancellation conditions in favour of the guest. Further information on specific cancellation conditions is available at: https://www.matterhornparadise.ch/en/information/tickets-prices.

4.3. Liability

4.3.1. ZT's liability is limited to the due and careful performance of its intermediary services, debt collection and payment processing. ZT shall not, however, be liable for services or commitments made by service providers whose offers are merely arranged by ZT.

5. Data protection

5.1. When you make a booking via https://www.zermatt.swiss, your personal data will be processed. ZT and the respective service providers act as independent data controllers in accordance with applicable data protection law.

5.2. ZT and the service providers process your personal data in accordance with applicable data protection law, in particular the Swiss Federal Act on Data Protection and the EU General Data Protection Regulation (GDPR). The personal data you provide in connection with a booking under these GTCT is generally processed for the purpose of fulfilling your booking.

5.3. Further information on how ZT processes your personal data can be found in ZT's Privacy Policy at: https://zermatt.swiss/en/privacy-policy.

5.4. When you make a booking via www.zermatt.swiss, ZT will disclose your personal data, in particular your booking data (e.g. event name, booked service, hotel name, number of adults/children, number of overnight stays, number of rooms, booking price and method, payment method and room category) and contact details (e.g. email address, first name, last name, telephone number and address), to the service providers involved in fulfilling your booking, such as the booked hotel or Zermatt Bergbahnen AG, in order to fulfil the booking.

The processing of your personal data by the service providers is governed by the respective service providers' data protection provisions (e.g. https://www.matterhornparadise.ch/en/terms-and-conditions or https://zermatt-unplugged.ch/en/privacy-policy/).

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, ~~19~~20 October 2026