



GENERAL TERMS AND CONDITIONS DESTINATION VOUCHER

1. General

- 1.1. These general terms and conditions govern the legal relationship between Zermatt Tourism and the customer when purchasing a destination voucher. By purchasing a destination voucher, the customer acknowledges and accepts the following terms and conditions. The privacy policy and terms of use on <https://zermatt.swiss/en/privacy-policy> also apply. Customers are requested to read these carefully.
- 1.2. The legal relationship between the customer and the service partner (see section 2.2 below) is governed exclusively by the respective contracts for the services and products offered by the service partner. The sale of the destination voucher does not include Zermatt Tourism in the legal relationship between the customer and the service partner. Zermatt Tourism does not bear any responsibility for the services and products offered by the service partner. The legal relationship between the customer and the service partner does not create any legal obligations for Zermatt Tourism.
- 1.3. The available voucher balance for each holder (this can be either the customer or a person to whom the voucher has been gifted or transferred) must at no time exceed CHF 3,000, irrespective of whether the holder has one or multiple vouchers. The customer must observe and respect this limit when purchasing or transferring vouchers. Zermatt Tourism reserves the right to verify whether a customer holds vouchers worth in excess of CHF 3,000 and to contact the customer for the purpose of this verification. Individuals holding higher voucher balances may be blocked by ZT from purchasing additional vouchers until the balance falls below CHF 3,000 again.

2. Destination voucher and service partners

- 2.1. Zermatt Tourism operates an online platform and an app where the customer can purchase the destination voucher. Once the customer has ordered and paid for the destination voucher online, it is generated and issued in the form of a barcode.
- 2.2. The destination voucher only enables cashless payment for specific goods or services offered by service partners. Service partners have agreed with Zermatt Tourismus to accept destination vouchers as payment for goods and services offered by them, in accordance with these terms and conditions.
- 2.3. The destination voucher is only accepted as payment for standard services and products offered by the service partner. Service partners' standard services and products are defined by the service partners in good faith. The customer is not entitled to claim against Zermatt Tourism if the destination voucher is not accepted by service partners for the purchase of specific services or products.
- 2.4. The list of service partners with which a destination voucher can be redeemed is published on the Zermatt Tourism website. This list makes no claim to be correct or complete. Zermatt Tourism reserves the right to amend this list at any time.



2.5. Zermatt Tourism reserves the right to accept the destination voucher as payment for services and/or products that it offers.

3. Prices

3.1. The price of the destination voucher is stated in Swiss Francs and includes any applicable VAT. Postage costs and any charges arising during the payment process are charged in addition. These are itemised in detail in the order summary. Total costs depend on the type of postage and method of payment. The price of the destination voucher stated on the Zermatt Tourism online platform at the time of the order is the definitive purchase price.

4. Redemption

4.1. If the value of the destination voucher is worth more than the services or products being purchased, the residual value remains assigned to that voucher.

4.2. The destination voucher is not linked to a specific individual. The destination voucher can be passed on, transferred or gifted to someone else without requirement for formal notification (taking account of the voucher credit limit pursuant to section 1.3). Neither Zermatt Tourism nor the service partner is under any obligation to check that the person redeeming the voucher is authorised to do so.

4.3. Irrespective of whether the person redeeming them was authorised to do so, redeemed destination vouchers and barcodes are deleted from the system and will no longer be accepted.

4.4. Zermatt Tourism accepts no liability for any lost, stolen or forged destination vouchers or barcodes. In the event of loss, theft or forgery, new destination vouchers or barcodes will not be issued.

5. Cancellations, refunds and validity

5.1. There is no right of cancellation for destination voucher purchases.

5.2. The destination voucher cannot be exchanged for cash or paid out in cash.

5.3. The destination voucher and corresponding barcode is valid for 10 years from the date of issue. After this time, the destination voucher will no longer be valid and will no longer be accepted.

6. Restrictions of use

6.1. The customer undertakes to not use the voucher in a misleading, deceptive, dishonest manner or in any way that could be otherwise damaging for Zermatt Tourism or the service partners.

6.2. Any commercial use of the destination voucher, in particular its sale to third parties, is strictly forbidden, except for members of Zermatt Tourism.

6.3. The destination voucher may not be reproduced, edited or manipulated.



6.4. Zermatt Tourism reserves the right to declare the destination voucher and corresponding barcodes invalid, to deactivate them and to cancel or limit orders, without prior notification or refund and without initiating further legal steps, if it suspects that a destination voucher or corresponding barcode was purchased, used or could be used in a deceptive or unlawful manner or in a manner that which breaches these terms and conditions or Swiss law.

7. Data protection

- 7.1. When the destination voucher is purchased and redeemed, the customer's personal data is obtained, processed, stored and transmitted (specifically, their title, first name, last name, language, contact details, payment information and consumer behaviour).
- 7.2. Zermatt Tourism, including Bonfire AG, gathers, processes, stores and transmits this data in connection with the administration, charging and payment of the payment voucher, and to ensure that the limit of CHF 3,000 per voucher holder is not exceeded.
- 7.3. Zermatt Tourism may also use this data to gather some statistics and develop the tourism goods and services offered by the Zermatt destination (e.g. analysis of consumer behaviour, preferences for certain products and services, etc.).
- 7.4. Zermatt Tourism may also the data it collects with service partners, who may then use the data for redemption of the destination voucher, preparation of their own statistics and to develop their offering.
- 7.5. If Zermatt Tourism or the service partners use the data for marketing purposes, the customer's consent will be obtained in advance.

8. Disclaimer

- 8.1. To the extent permitted by law, any liability of Zermatt Tourism, its directors, employees and agents vis-à-vis the customer is excluded, in particular any liability for slight negligence, indirect damage and force majeure.
- 8.2. In particular, to the extent permitted by law, Zermatt Tourism is not liable for loss or damage caused by forgeries and technological attacks carried out by third parties.
- 8.3. Where permitted by law, the maximum cumulative amount for which Zermatt Tourism could be liable vis-à-vis the customer is limited to the amount paid by the customer for the purchase of the destination voucher.

9. Severability clause

If any of the provisions in these terms and conditions should be invalid or unenforceable, this does not affect the validity of the remaining provisions. Invalid or unenforceable provisions will be replaced by a provision which most closely reflects the original intent of the parties.

10. Amendments

Zermatt Tourismus reserves the right to amend these terms and conditions and the documents mentioned in Section 1.1 at any time. The customer will be informed of the changes in writing or in a digital format and the changes will be deemed to have been



confirmed and accepted unless the customer raises an objection to them within 30 (thirty) days of them entering into force.

11. Applicable law and place of jurisdiction

11.1. Swiss law applies exclusively to the contractual conditions between Zermatt Tourism and the customer, including the realisation and validity of the agreement, with no recourse to conflict of laws regulations.

11.2. Application of the CISG is explicitly excluded.

11.3. Visp is the sole place of jurisdiction for any disputes.