

General Terms and Conditions

GENERAL INFORMATION

1. Validity of the General Terms and Conditions (GTC)

The General Terms and Conditions apply to all services and products (hereinafter referred to collectively as "Products") provided by Bergbahnen Adelboden-Lenk AG (hereinafter referred to as "BAL").

By purchasing a Product, the customer accepts these General Terms and Conditions.

Deviating regulations will only be valid if they have been expressly agreed upon by both parties in writing.

Furthermore, when using certain products provided by BAL, these services may be subject to special provisions. If necessary, the customer will be informed of this before they use the products in question.

A written version of these GTC can be obtained from BAL or downloaded from www.adelboden-lenk.ch.

2. Contract conclusion

The contract with BAL is concluded when it is unconditionally accepted by the customer, that is, when the customer purchases one or more products.

Online orders will only be deemed to have occurred if they are confirmed by BAL in writing (by post or email). The rights and obligations arising from the contract, including those GTC, will take effect from the time at which the confirmation is sent.

3. Services

The services of BAL arise from the service description in the cable car brochures, the offer description in the online shop, the electronic media or other written offers. Special prices, special requests or ancillary agreements will only form part of the contract if they have been confirmed in writing (by post or email).

The resale or assignment of services booked with BAL to third parties is not permitted. In these cases, BAL is entitled to cancel the booking.

TICKETS

4. Prices

Purchases will be made at the best daily price, which is the most favorable at the time and which is available for the selected date of stay in the online shop or at check-out. Last-minute, weekend or special promotional prices available in the database will be taken into account during booking (excluding promotions with specific partners). Prices may fluctuate during the booking process. In this case, the customer will be informed of this before payment is made.

The prices can be found in the respective offer or the valid price lists of BAL. Only the prices displayed in our online shop or communicated at our checkouts are valid.

BAL cannot guarantee prices from partners displayed on their monitors or in any other form.

Other agreements with customers are reserved. Price changes can occur on any date.

Prices are inclusive of VAT. Changes in tax or other relevant tax rates will entitle BAL to adjust its prices without prior notice.

All prices are in Swiss Francs (CHF). Prices in foreign currencies are indicative and calculated at the current daily rates of BAL. Change is generally provided in Swiss Francs.

In addition to the prices of the tickets, a deposit of CHF 5.00 will be charged for the data carrier (keycard). The deposit will be refunded when the keycard is returned. Any defective data carriers will be replaced for a processing fee plus another deposit of CHF 5.00. The keycard can be topped up repeatedly at BAL points of sale and in the online shop.

Please count change immediately. Complaints made at a later date cannot be considered.

5. Terms of payment

Payment will be made immediately upon conclusion of the contract. Tickets can generally not be purchased on credit or on account. Any exception must be agreed upon in advance and will only be valid if it has been confirmed in writing.

If payment is made on account, the customer will undertake to pay the amount invoiced by the due date specified in the invoice. Objections to the invoice must be raised in writing and substantiated within 10 days.

If the customer fails to comply with their payment obligation within the payment period, they will be in default without any further reminder at the end of the period and will have to pay default interest totaling 5%.

If payment is not made following the second reminder, BAL will be entitled to discontinue all services to the customer without further notice.

BAL reserves the right to request payment in advance in whole or in part for services. If a foreign billing address is used, a credit card number with an expiry date and the card verification number (CVC) must be provided. This also applies to bookings made from abroad. Other agreements between the customer and BAL are reserved.

If the customer is in default of payment of the deposit, BAL will be entitled to withdraw from the contract.

Bank transfer and check fees will be borne by the sender.

6. Electronic booking

6.1. Order types

There are three different order types for Products sold in the BAL online shop at www.adelboden-lenk.ch.

The ticket can be picked up on-site at ticket machines or points of sale upon presentation of the order confirmation.

The ticket will be loaded onto an existing KeyCard. No exchange is required.

Single tickets can be booked as a barcode ticket. The ticket can be printed out or held out to the reader on the turnstile using your mobile phone directly. No exchange is required.

7. Delivery of vouchers and confirmations of purchase

The corresponding vouchers/confirmations of purchase will be sent free of charge via email and must be printed out or stored electronically by the customer themselves. If necessary, the vouchers/confirmations of purchase must be presented to the cable car or checkout personnel in paper or electronic form.

If the corresponding voucher has already been sent to the customer before the fee to be paid for this has been credited to BAL, the corresponding ticket will cease to be valid until payment has been made in full, with the company being entitled to withhold the services enshrined in the voucher until payment of the fee owed for this has been made in full.

In any case, the customer is responsible for protecting their confirmations of purchase (vouchers) against theft or unauthorised reproduction. It must be noted that non-personal services will be awarded to the first person to present the valid document. BAL will disregard subsequent proof that the person who presented the document is not the same as the person who ordered it/the customer.

8. Cancellations

The services purchased with the order from the shopping cart can neither be cancelled nor reversed.

9. Validity of tickets

All tickets are personal and non-transferable (with the exception of points cards). There is no entitlement to any subsequent exchange.

The tickets will only be valid during the published opening times. The tickets will not be valid for evening and special events outside the operating times unless expressly stated otherwise.

In the case of evening and special events, the conditions published in connection with the offer will apply. These GTC have subsidiary validity.

The tickets entitle the holder to use purchased offers, transport facilities and/or pistes of the company.

All multi-day tickets are generally linear (consecutive days), and days cannot be selected individually. This does not apply to multi-day tickets for 5 of 7 days and 10 of 14 days, whereby the guest decides on how to use the days within a specific period of validity. Unused tickets

will be neither refunded nor carried over to the next season.

10. ID requirement

Any ticket can be checked in the area at any time. At the request of the cable car staff, the lift ticket holder must identify themselves using a valid identity card or equivalent ID.

Discounted tickets will only be valid with a discount card, which must be presented during checks.

11. Loss or theft

When purchasing a ticket, the buyer will receive a purchase/blocking number receipt. Tickets can only be replaced in the event of loss or theft upon presentation of this receipt.

A processing fee of CHF 5.00 and the deposit for a new data carrier of CHF 5.00 will be charged.

12. Misuse/forgery

A guest acting with the intention of unlawfully enriching themselves or others and/or damaging the transport companies' assets or other rights will be considered misuse. Forgery is when a ticket or receipt has been created, modified, reproduced or supplemented or otherwise manipulated without authorisation or if it contains erasures.

Misuse, forged or blocked tickets will be confiscated. A regular day ticket must be purchased. Misuse will also result in a surcharge of CHF 200.00 being charged. In the event of forgery, this surcharge is CHF 400.00. Anyone who fails to pay the aforementioned amounts immediately must provide collateral. Otherwise, a guest may be expelled from the ski area. If collateral is ordered, payment must be made within three days. Otherwise, the case will be forwarded to the court and further fees may be charged. Any incomplete attempt at misuse will result in the same consequences.

Civil and criminal prosecution is reserved.

13. Refunds

Tickets and online vouchers can generally not be exchanged, modified or returned/refunded. In particular, there is no entitlement to any refund if operations are interrupted due to force majeure or official orders. There is also no entitlement to reimbursement in the event that operations are disrupted or due to season-related reduced cable car operation.

Failure to use the facilities will not result in an entitlement to exchange, modify, transfer or refund all or part of any tickets purchased.

If the official regulations for cable cars and/or winter sports areas change in relation to pandemic protection measures (e.g., introduction of certificate requirements), BAL implementing these will not result in any entitlement to withdraw from the contract. As a result, there will be no entitlement to return or exchange tickets purchased, and these cannot be refunded.

There will also not be any refunds in the event of an officially ordered or voluntary closure of all ski resorts in the

entire area due to electricity rationing as a result of economic conditions (with the exception of holders of winter season passes).

The integrated insurance of "Europ Assistance" is used for dynamically priced tickets.

The insurance grants the policyholder pro rata temporis compensation for the unused portion of the ski pass due to the following events:

- In the event of an accident, illness or death of the insured person
- In the event of an accident, illness or death of a relative
- Weather conditions: Storm, avalanche risk and excessive snowfall which reduces the number of lifts (sections) in operation in the station area to less than three (excluding mini-lifts and individual ski lifts). The specific details and lists can be found in the GTC of Europ Assistance at www.adelboden-lenk.ch.

The customer is responsible for asserting any claims for refunds to their insurance provider. All requests for refunds must be made to "Europ Assistance" immediately. Any entitlement to a refund will lapse after this. Exception: Refunds for the AlpsPass are processed via SOLID.

Further details can be found in the GTC of Europ Assistance at www.adelboden-lenk.ch.

Refunds in the event of an accident or illness can only be covered by ski pass insurance from Europ Assistance (Schweiz) Versicherungen AG (surcharge of CHF 4.00/day). This only applies to the following tickets: group tickets, ski camp tickets, tickets for education courses. This insurance is not available for other tickets.

All customers are recommended to take out ski pass insurance from Europ Assistance (Schweiz) Versicherungen AG when purchasing a winter season ticket. Separate terms and conditions apply to the AlpsPass (see www.alpspass.ski). We recommend taking out insurance with Solid AB, Route de la Fonderie 2, 1705 Fribourg (www.ski-care.ch).

Without insurance, there will be no entitlement to a refund/extension in the event of poor weather, avalanche risks, unforeseen departure, interruptions of operations, ski piste closures, closure of ski resorts or parts of ski resorts due to poor weather conditions, excessive snowfall, avalanche risks, etc.

Any opportunity to conclude an insurance policy retroactively is excluded after purchasing the pass.

In the event of an officially ordered closure, voluntary closure or partial closure as a result of a pandemic, epidemic or other event, including a power shortage, the holder of an Adelboden-Lenk winter season ticket at the time of the announcement will receive a refund "pro rata temporis", i.e., the days on which the ticket could not be used will be reimbursed in proportion to the length of the season. The length of the season, is the period communicated online (summer season, winter season).

If a purchase is made during or after a lockdown or an official or voluntary closure or partial closure of the ski resort, there will be no entitlement to a refund for the

previously announced or previous closure, but rather only in the event of future closures. The refund will only be granted if BAL must close for a period of at least 8 consecutive days in the entire area of validity. Closures lasting 7 consecutive days or less will not result in entitlement for a refund. The number of closures ordered is not relevant in relation to refunds. If facilities remain in operation, there will be no entitlement to a refund.

There will be no refunds for Adelboden-Lenk summer season tickets.

14. Combination offers/experiences

Combination offers are predefined combinations of a BAL service (ticket or ski pass) and at least one service from an external partner (e.g., food in a mountain restaurant). Combination offers are always offered at a total price.

Booked and paid combination offers can generally not be cancelled. If the combination offer cannot be carried out on the desired date due to interruptions of operations resulting from force majeure, operational disruptions, season-related reduced cable car operations or official orders, another date can be chosen after consulting with BAL. If no further date can be found during the stay due to the postponement, the booked service will be refunded in any case.

The external provider provides its service exclusively under its own responsibility and is solely responsible for any claims arising from non-performance or poor performance.

15. Third-party events

Some events, activities or offers that are communicated or marketed in connection with our services are not realised by BAL but are the responsibility of external third-party providers. In these cases, the contract is concluded exclusively between the customer and the third-party provider in question. BAL acts only as an intermediary or collaborative partner, but not as an organiser within the meaning of the Swiss Code of Obligations (OR) or the Swiss Package Travel Act (PRG).

Customers are expressly informed during the booking process if an offer constitutes a third-party event. Complaints, claims or requests for refunds in connection with third-party events must be addressed directly to the relevant organiser.

16. Purchase of vouchers

BAL offers gift vouchers for purchase that can be redeemed for the company's products unless otherwise stated. The voucher value is stated in Swiss francs (CHF).

Vouchers can be purchased online via the official website or directly at the sales outlets of Bergbahnen Adelboden-Lenk AG. Depending on the option selected, vouchers are delivered digitally (by email) or physically (by post). Any shipping costs for physical vouchers are borne by the purchaser.

Monetary-value vouchers are generally valid for 10 years. Service vouchers are valid for 5 years from the date of issue, unless a different validity period is stated on the voucher. Once the validity period has expired, any entitlement to the service lapses.

Cash payment of the voucher value or any remaining balance is excluded, unless there is a statutory obligation to do so.

The voucher is transferable and not personalised. No refund or replacement will be provided in the event of loss or theft. The customer is responsible for its safekeeping.

Vouchers issued free of charge (for sponsorship or PR purposes, shareholder tickets, etc.) will not be renewed after expiry.

BAL reserves the right to refuse the acceptance of vouchers in the event of misuse (e.g. forgery or manipulation).

OTHER PROVISIONS

17. Disclaimer

BAL shall be liable only for damage resulting from wilful misconduct or gross negligence on the part of BAL, its legal representatives or its agents. Any further liability, in particular for indirect or consequential damage or loss of profit, is excluded to the extent permitted by law.

BAL assumes no liability for damage caused by third parties or other participants.

In particular, any liability is excluded to the extent permitted by law for personal injury and property damage arising from

- failure to observe markings and signage (information boards, barriers, avalanche hazard warnings, etc.)
- disregarding instructions and warnings from staff or the ski patrol and rescue service
- breaches of duty committed on snow sports facilities and other facilities of the cable car companies
- travelling outside the secured and marked pistes and slopes
- engaging in high-risk sports such as freeriding, freeskiing, downhill biking, paragliding, etc.
- mountain biking on all hiking and biking paths as well as trails and roads
- using hiking and tobogganing paths
- insufficient piste grooming
- thefts or personal injury and property damage by third parties

The BAL also assume no liability to the extent permitted by law:

- in the event of loss of personal effects, valuables, cash, jewellery, photography and video equipment, etc.;
- in the event of loss, theft, damage or misuse of checks, credit cards and the like;
- for programme changes which are the result of failure to comply with the timetables of railway, bus, ship or air transport companies etc.;
- for events and excursions in BAL which the customer has not booked at BAL points of sale.

Liability is also excluded if non-performance or incorrect performance is attributable to the following causes:

- lateness and the behaviour of the customer;
- lateness and the conduct of third parties who are not involved in the provision of services;
- force majeure or events that are not foreseeable or preventable.

BAL also provide no guarantee for the proper execution, safety, content, or quality of the events organised by third parties and assume no liability in this regard. In particular, BAL is not liable for:

- changes to the course of, cancellation of, or postponement of the event;
- personal injury or property damage in connection with the implementation of the event;
- deficiencies in the provision of services by the third party; or
- delays which do not lie within the cable car company's sphere of influence.

If an event is booked or paid for via BAL or its platforms on behalf of a third party, this is done by order of and for the account of the third party. Liability for incorrect or incomplete information in the event descriptions and for any resulting damage is excluded.

If a combined service is offered (e.g., an event ticket including a cable car ride), the responsibility of BAL is limited to the proper provision of their own transport services in accordance with the applicable conditions of carriage.

With regard to rented storage depots, no liability is assumed for lost objects and valuables. The storage depots must be emptied at the end of each season. After this, the contents will be disposed of.

Liability for any product damage is governed by the Product Liability Act (PrHG).

Each passenger is responsible for ensuring the proper transportation of sports equipment and luggage. In the event of damage or loss or the endangerment of third parties as a result of improper transport, any liability is excluded to the extent permitted by law.

Persons who damage or contaminate facilities, travel equipment or other installations of BAL must pay the repair or cleaning costs. Intentional damage will also be reported to the police.

Passengers must behave in such a way that their safety, the safety of other passengers and the facility and the environment are not put at risk. Under no circumstances may they impede operations.

Any complaints from ticket holders regarding the provision of services by BAL must be addressed immediately to the company in question or the staff. If these are not reported immediately, any claims will lapse to the extent permitted by law.

18. Safety on the pistes/rescue service

The FIS rules of conduct must be observed at all times.

The instructions of the staff, in particular the ski patrol and rescue service, must be followed.

Disregarding the instructions of the staff as well as reckless behaviour (in particular, disregarding the FIS and SKUS rules, disregarding signals, instructions and barriers, riding in forest and wildlife protection areas as well as avalanche-prone slopes) can result in the immediate withdrawal or blocking of the ticket without compensation. An expense and administration fee of CHF 200.00 (for season & annual tickets CHF 400.00) will also be due. The ticket will remain blocked until the expense and administration fee has been paid. The purchase of a new season or annual ticket will not be permitted until all outstanding expenses and administration fees have been paid.

Outside of cable car operating hours and after the final check, the pistes and slopes will be closed and thus off-limits. For safety reasons, riding or walking on the pistes after the pistes have been closed is forbidden. The opening hours of the facilities and pistes can change at any time.

Ski trails (pistes marked in yellow): These pistes have been secured and marked, but are neither groomed nor checked.

According to the SKUS guidelines, the pistes in our ski area are exclusively intended for skiers and snowboarders. People with disabilities on downhill equipment in a seated position, such as mono and dual ski outriggers, uniskis, dualskis and tandem skis, etc., can only be permitted to use the pistes and slopes if they are able to follow the FIS rules of conduct for skiers and snowboarders and if their companions are appropriately trained.

If the customer suffers an accident in the BAL area and the rescue service has to be called out as a result, the customer will be charged an amount of CHF 300.00 excluding VAT plus material costs for a proper rescue on the ski slope. If they must be rescued outside the marked pistes, the costs will be higher. Costs of third parties (helicopter transport, doctor, Alpine rescue, etc.) are to be paid directly by the customer. The customer will be responsible for any claims for reimbursement vis-à-vis an accident insurance provider.

19. Insurance

The customer of BAL is not insured by BAL. The guest is independently responsible for ensuring adequate insurance coverage, such as health and accident insurance, etc.

20. Data protection/use

Protecting processed data is very important for BAL. The privacy policy of BAL is published on the website <https://www.adelboden-lenk.ch/de/Datenschutz>. It forms an integral part of these GTC.

21. Amendment of the General Terms and Conditions (GTC) and the other contractual provisions

BAL reserves the right to amend these GTC or parts thereof and the other contractual provisions at any time.

The currently valid version is always available on the website of BAL.

22. Applicable law and place of jurisdiction

Swiss law applies exclusively to all contractual relationships. The application of the "Vienna Sales Convention" (CISG) is expressly excluded.

The place of jurisdiction is Thun, Switzerland, unless mandatory statutory provisions prescribe a different place of jurisdiction.

Lenk, January, 2026