

## **Sale of tickets via customer portals such as tickets.laax.com, Ticketcorner, SBB, the Inside Laax app and ticket office sales**

### **Special Terms and Conditions of the Pool of the Weisse Arena Group (STC WAG)**

#### **1. Scope of application**

When you buy a ticket, you accept not only the WAG [GTCs](#) but also the “STCs for Tickets”.

Deviations from the “STCs for Tickets” or your own general terms and conditions shall only apply if they are explicitly agreed (in writing or electronically).

#### **2. Contracting party**

You accept that the purchase agreement is concluded with Weissen Arena Bergbahnen AG (WAB), regardless of which company within the WAG Pool accepts and/or executes your order, or the platform or app via which you submitted your order.

#### **3. Conclusion of contract**

The purchase agreement shall come into effect when it is confirmed electronically and you make your advance payment, or when it is confirmed verbally on site and you make a direct payment. You accept the service/product descriptions and conditions as of the point in time when the contract is concluded. These may differ from those published online or in prospectuses. Special services outside the viewable conditions, such as special tariffs, shall only be included in the contract if they have been explicitly confirmed in writing or electronically.

#### **4. Rates**

The rates for day and multi-day tickets are set dynamically each day. Customers who use the services at lower rates are obliged to justify this at one of the main cash desks in Flims Laax or Falera. You must show identification. Bringing the relevant documents with you in paper form during use is part of the purchase agreement. Customers who receive group rates cannot claim an individual discount or payment. Groups are defined according to separate information. All tickets are personal and non-transferable (especially season tickets and annual subscriptions).

##### **4.1. Tickets**

All tickets purchased at a ticket office or via an online or app shop are linear (fixed date), and cannot be used whenever the purchaser wishes. Tickets once issued cannot be exchanged for other types of tickets or the like after the fact.

The tickets are supplied in the form of electronic data carriers. For this, WAB charges a fee of CHF 5 at ticket offices and CHF 3 in the online shop in addition to the ticket price. The data carrier allows contactless access to all trains and lifts. Data carriers purchased from us that cease to function through no fault of yours will be replaced free of charge when returned. Visibly defective data carriers will not be replaced free of charge.

##### **4.2 Online shop (app or web)**

The customer is responsible for ordering correctly from the online shop. The tickets purchased are only valid on the selected dates.

The ticket purchased must be loaded onto a data carrier. This may be a data carrier in the form of a LAAX Keycard, a Ticketcorner Skicard or a SwissPass. You must have this with you at all times. No access will be granted via QR code. Link your existing data carrier or order a new one (fees apply). If you cannot load your ticket onto your existing data carrier, you can collect your ticket at the pick-up machine at the valley stations. To do this, use the QR code you received with the electronic confirmation.

You must be able to produce the booking confirmation in electronic or printed form on demand at any time.

If an incorrect booking is identified when your booking confirmation is checked (wrong date, wrong data carrier, wrong number of persons, wrong ticket type), you will have to buy a new ticket with the correct information at the current price (dynamic prices). You do not have any right to the rate for the original booking when you buy a new ticket. You must prove that you have made a new booking before you can get a refund on the original booking. The request for a refund with evidence of the new booking confirmation must be sent to [feedback@laax.com](mailto:feedback@laax.com) within 24 hours and before the ticket's start date.

Tickets that you have bought but do not use cannot be rebooked or refunded, and will expire.

## **5. Children**

Children under 6 can travel free of charge. No free tickets will be issued for children under 6. Accompanying adults/parents are responsible for taking children with them through the control gates. From the child's 6th birthday, a ticket must be bought for them at the child rate.

## **6. Groups**

Groups of 20 paying adults or more receive group discounts. The reservation must be made by 12:00pm on the previous day. Group tickets must be purchased at the main cash desk at the ticket office, and paid for immediately. No tickets on account will be issued. No individual payment possible.

## **7. People who depend on an accompanying person**

People with special needs and who depend on supervision for winter sports will receive a free ticket when they show a disability certificate. The accompanying person must pay the current rate. A free ticket will only be issued if the accompanying person already has a valid ticket, or buys one at the current rate.

## **8. Validity of tickets and definition and specification of opening hours**

The winter season generally comprises the period from 1 November to 30 April of the following year, and the summer season is the period from 1 May to 31 October. The company connected to the tariff association explicitly reserves the right to adjust opening hours or change opening and closing of a transport system, especially deviating from those that were known when the ticket was purchased. There is no entitlement to a partial or complete refund of the ticket price.

All tickets and season subscriptions are only valid during the day during published opening hours. Special tickets must be purchased for evening events and occasions outside normal opening hours.

## **9. TOPCARD**

The TOPCARD allows access to several ski areas. It is valid until the end of the following winter season (purchase from the Flims Laax Falera mountain railways ticket office or

topcard.info). Advance purchase of the TOPCARD is available until 30 April. The special price depends on the date of payment, not the date of the order. From 1 May, there is no longer any entitlement to the pre-purchase discount. You can find the general TOPCARD FAQs here. (<https://www.topcard.info/wp-content/themes/topcard/dist/images/pdf/faq-de.pdf>)

## **10. Identification obligation**

The customer must identify themselves with official, valid ID (ID card, passport, driving licence) when asked by ticket office, rail or control personnel. For tickets purchased via the online shop or the Inside Laax app, the order confirmation must also be shown.

## **11. Changes**

WAB is entitled to make changes to the offering after the contract is concluded if this is necessary for whatever reason. Such changes shall not establish entitlement to withdraw from the contract or to compensation, as long as the character of the contractually promised service does not fundamentally change.

## **12. Prices and terms of payment**

You accept the prices, exchange rates, and terms of payment that apply when you conclude the contract. These may differ from those published online or in prospectuses.

## **13. Non-provision of services**

Bad weather, business interruption, and early closing and blocking of ski runs shall not establish any rights on the part of the subscription or ticket holder. In particular, any rights to refunds or free extension of the subscription are explicitly excluded. The same applies if the customer leaves early. If the companies temporarily or permanently fail to fulfil their duties arising from the transport agreement due to circumstances that they cannot prevent, the purchaser of a mountain railway ticket cannot derive any claims against the companies from this. This shall apply especially in the following cases:

- Adjustments according to Point 8. Validity of the ticket
- Shutdowns and blocking of pistes due to force majeure such as wind and/or the influence of (bad) weather, danger of avalanches, strikes or safety-relevant closures;
- Overloading of transport systems;
- Breakdowns, e.g. due to technical defects or power cuts

## **14. Refunds due to injury/illness/pandemic**

The options for return and refund depend on the [information sheet for refunds in the event of injury](#). The conditions applying when the injury occurs shall be decisive. These may differ from those published online. In the event of injury or illness on the part of the card holder, the subscription/ticket must be deposited at an issuing office with a doctor's note (note confirming incapacity for sport from a practising GP) as quickly as possible, but at the latest by the end of the current season after the injury/illness (this may also be done by a third party). In proven cases of hardship, WAG may exercise goodwill after checking the individual case. If closure of the whole ski area is officially mandated due to a pandemic, the WBB will grant the following entitlement to refunds:

Price paid for the ticket x days when the ticket cannot be used

Number of days when the ticket is valid

Important protection regulations:

- It is a prerequisite that the whole area where the ticket is valid is affected by the closure.
- The entitlement will be granted in the form of a voucher for when you purchase your next ticket.
- This regulation only applies to 2021/22 tickets (already purchased and new purchases).

There will be no entitlement to a refund for: used days, individual journeys, pedestrian tickets, morning, half-day, day and evening tickets, special subscriptions, and in the event of personal reasons why you cannot attend. Refunds are only possible until the end of the current season.

#### **14.1 Multi-day tickets**

The date of the injury/illness confirmed by a doctor, or the day after subsequent use of the ticket, is used to calculate the refund. Refunds on multi-day tickets are calculated based on the days of travel.

#### **14.2 TOPCARD**

The date of the injury or the start of the illness is used to calculate the refund. For family subscriptions, the reduction in relation to individual prices is calculated first. The resulting discount is deducted before calculating the refund. The following refund is then granted from this amount:

- 80% until the end of October
- 70% until the end of November
- 60% until the end of December
- 45% until the end of January
- 30% until the end of February
- no refund from 1 March

When the refund is taken, the subscription/ticket automatically lapses; a partial refund for the TOPCARD is not possible. Refund requests must be made at the mountain railways where the TOPCARD was purchased.

#### **14.3 GraubündenCard**

The GraubündenCard is subject to the separate conditions/validity of the Graubünden mountain railways, see [Graubünden mountain railways](#). Refund requests must be made at the mountain railways where the GraubündenCard was purchased.

#### **14.4 Skipass Surselva**

The Skipass Surselva is subject to separate conditions/validity, see [Skipass Surselva](#). No refund will be issued on family tickets. Refund requests must be made at the mountain railways where the Skipass Surselva was purchased.

### **15. Loss/replacement of tickets**

Your multi-day ticket (2 days or more) will be replaced if you lose it. You must present the purchase receipt or an equivalent receipt, and pay a blocking fee of CHF 20, as well as CHF 5 for the data carrier. These costs will be collected directly on site. Lost season subscriptions can be replaced for a processing fee of CHF 20.00, if you show the disconnection document. A new data carrier must also be purchased if you do not have one.

The following cannot be replaced: Individual/return journeys, morning, half-day, day, and evening tickets. Refund claims (day ticket) for forgotten subscriptions will only be paid out until the end of the current season; your entitlement will lapse after this.

- Summer season until 31 October
- Winter season until 30 April

## **16. Misuse of tickets**

The user of a falsified or stolen lift ticket must pay a fee of CHF 250, and hand over the data carrier. If a non-transferable data carrier is used by a third party with your consent, the data carrier will be confiscated. This will then only be returned against payment of a contractual penalty of CHF 250. The unauthorised user must buy a ticket, and must also pay a fee of CHF 250, which will be collected directly on site. We reserve the right to press charges.

## **17. Conduct in the contractual area**

You must comply with the instructions of rail personnel, closures of ski slopes or hiking routes, regulations relating to forest and wilderness protection zones, and FIS rules, and treat people, animals, and the environment in a considerate manner. In the event of a breach, WAB is entitled to bar you temporarily or permanently from using the rail systems, ski slopes and toboggan runs, and to confiscate your ticket or temporarily block it without compensation. We reserve the right to press charges. The same applies if you endanger safety and order in the contractual area due to drunkenness or misuse of drugs. If you materially damage or contaminate WAB facilities and systems, you must pay the repair and cleaning costs. If the action is intentional, we reserve the right to press charges.

## **18. Liability**

WAB provides a guarantee that you as the legal ticket holder will be transported according to these STCs, and will be able to use all prepared and marked pistes, hiking trails, and toboggan runs. We reserve the right not to perform our services if this is possible due to weather, for technical reasons, or for other reasons (e.g. shutdowns and blocking of pistes as a result of chance and force majeure such as power cuts, wind and weather, danger of avalanches, strikes or official orders, construction and maintenance work, overloading of transport systems or pistes) that WAB cannot prevent, temporarily or otherwise. In such cases, you will not receive any refunds. You must immediately submit any complaints relating to WAB's service obligations to WAB or its staff, otherwise you will lose any claims against WAB. WAB shall be liable for personal and material damages that it and/or its staff cause according to the following provisions. The provisions of Swiss Obligationenrecht (Code of Obligations) shall apply in a subsidiary manner. Liability is limited where legally possible to grossly negligent and intentional misconduct by WAB. Any liability on the part of WAB for personal and material damages is excluded if you fail to comply with markings and signs, the instructions and warnings of train personnel, mountain rescue services, avalanche warnings, leave the secured, marked, and controlled ski slopes, toboggan runs, and hiking trails, or behave in a negligent or intentionally improper manner on WAB's systems, ski slopes, toboggan runs, or hiking trails. WAB's liability for skiing accidents on ski slopes, toboggan runs, and hiking trails is excluded, unless it can be proven that WAB committed a grossly negligent or intentional breach of its traffic safety obligations.

## **19. Rescue service**

In the event of an accident in the use of rail systems or in WAB's skiing area, you may call WAB's rescue service. You will be charged for this at the current rate (up to a maximum of CHF 300). You must pay third-party (e.g. Rega) costs directly. You must assert any claims for reimbursement from an insurer.

## **20. Data protection**

Data protection will be ensured. WAG's privacy policy can be found at <https://www.flimslaax.com/en/legal-information/data-protection>. It is an integral component of these "STCs for Lift Tickets". You explicitly declare that you have read and understood the privacy policy, and that you give your consent to the uses of data and the processing detailed therein.

## **21. Applicable law and place of jurisdiction**

The contract is subject to Swiss law. The place of jurisdiction is LAAX.

Laax, 17/09/2021