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Terms and Conditions

Applicability

These terms and conditions apply to all chargeable and free products and services (hereafter only referred to as services), performed by the Arosa Bergbahnen AG (ABB) and/or the Lenzerheide Bergbahnen AG (LBB) (hereafter referred to as "Cableways"). Additionally, special regulations may apply for the usage of specific services. These can either be found in the "Special Terms and Conditions" or are directly arranged in a contract and can be determined with the applicable terms and conditions thereafter. When using these services, the application of these Terms and Conditions is accepted.

Contract Closing

The Cableways confirm all bookings, orders and assignments. Together with brochures, which include service descriptions, these confirmations serve as contract. The contract only comes into existence once the Cableways have delivered the confirmation. This written confirmation can also be in electronic form. If the service is ordered verbally at the dedicated sales points, the contract unconditionally comes into action, once the order is received by the Cableways.

The Cableways sell their services directly and via facilitators/partners. If a product is bought from a facilitator/partner, the contract is settled with them.

Services / Prices / Payment Terms

All services and products are defined in the respective offer descriptions.

Information in brochures, service descriptions in brochures and on the web, as well as price details are subject to change.

If feed, charges, taxes and/or transport costs are introduced or increased, the Cableways have the right to raise prices after contract closing.

All prices, unless stated otherwise, are in Swiss Francs (CHF) and include VAT.

When accepting payments in foreign currencies, the daily exchange rate, as set by the Cableways, is applied. Change is paid out in Swiss Francs (CHF).

The Cableways define payment conditions in the service descriptions. If such information is missing, the payment deadline, according to the billing by the Cableways applies. If payments are not received on time, the Cableways have the right to deny the service execution.

Disruption in Contract Processing

The Cableways have the right to change the arranged services or provide alternative compensation, if it can provide relevant reasoning.

If the execution of the contract by the Cableways is made impossible or is affected by force majeure, it has the right to withdraw from the contract, under the condition that pending services are reimbursed. Rights to indemnity or compensation do not apply.

Liability

The Cableways are held liable to the clients for the orderly execution of the services. Liability is not applicable if the incorrect execution or non-fulfilment of the service is due to the behaviour of the client or of a third party, which is not participating in the service, or due to force majeure, or events, which are not foreseeable or avertible. There is no liability for slight negligence.

If the Cableways have a valid reason to suspect that the event could affect the fluency of business operations, the security or the reputation of the company, it is entitled to cancel the reservation agreement at any time without indemnities.

Liabilities for theft in the ski area or criminal property damage by third parties are excluded.

The Cableways recommend providing for additional insurance protection, such as cancellation charges insurance, travel accident insurance, travel health insurance, return travel cost insurance.

The only liable party is the respective contract partner. Joint liability is excluded unless explicitly agreed upon otherwise.

Cancellations

If an occasion is cancelled by a client, the following subsequent charges apply:

- administrative fee of CHF 200.00
- Up to 4 weeks before the execution of the service, 20% of the offer fee apply.
- Up to 2 weeks before the execution of the service, 50% of the offer fee apply.
- Thereafter, the full offer fee will be charged.

Bookings of snow sport tickets do not comply to this regulation.

Rental Items

The conditions are determined in the rental contract. When renting storage space, no liability is assumed for missing items and valuables.

Transport of Goods

For the transportation of goods, the respective goods are to be packaged by the client in such a way and/or the mounting needs to be such that it complies to the standards (Euro-pallet). Fragile goods are to be packaged in such a way that damages cannot occur during transport (recommendation: carrying cases). The Cableways refuse any liability, if these guidelines are not adhered. The instructions of the train and supervision personnel are to be followed.

Data Privacy

The Cableways commit to follow respective valid data protection acts when handling and editing any collected and/or compiled information regarding the client.

The extent to which the Cableways are allowed to collect, save, edit and pass on data to associated companies is such that it can fulfil its contractual obligations, as well as it is required and necessary for the maintenance and improvement of client relations, quality and service standards to increase operational safety or for sales promotions, product design, crime prevention, economic key data and statistics, as well as invoicing.

The data can especially be shared with local tourism organisations. Herewith, the client acknowledges and agrees that, in case of joint provision of services with third parties, as well as joint merchandising, the Cableways have the right to provide the respective third party with customer data, to an extent that is required in the interest of the service.

Apart from this, the passing on of customer data to third parties is only allowed with explicit agreement by the customer. Legal obligations to data transfer are exempt.

Applicable Law and Place of Jurisdiction

Messages passed on via e-mail are accepted as written form communication.

Exclusively Swiss law can be applied on the legal relationship between the customer and the Cableways.

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Lässt Herzen höher schlagen.

Terms and Conditions

The ineffectiveness of single regulations in the presented contract do not lead to the ineffectiveness of the entire contract.

The exclusive place of justice for any contingent disputes arising from this contract is the regional court in Plessur.

Arosa Lenzerheide, 12.02.2018

Special Terms of Business (BGB) for the sale and use of lift tickets and equipment ("transport contract")

Scope of Application / General Terms

The BGB are part of the valid general terms and conditions (AGB). The General Terms and Conditions apply to the sale and use of lift tickets and lifts, unless the BGB or the individual agreement contains other provisions. Explicit written agreements shall take precedence over the BGB.

Transport regulations

With the sale of a lift ticket, the Cableways are obliged to transport the rightful ticket holder or his belongings. The use of all prepared and marked pistes as well as hiking, biking and tobogganing trails is included. Sports equipment is only transported if the infrastructural and safety facilities permit this and the safety regulations on game and wildlife zones are not violated. The Cableways, as well as authorities have the right to impose usage restrictions on trails and pistes. The published transport regulations and instructions of the cableway employees apply.

Restrictions of use

If the Cableways cannot fully, partially, or temporarily fulfill their obligations as stated in the transport contract because of unavoidable circumstances, the purchaser of a lift ticket is not entitled to any claims against the Cableways. This is especially true in the following cases:

- stoppage of operations or closures of slopes and roads, as a result of chance, force majeure, including wind and weather factors, avalanche hazard, strikes or official orders.
- Heavy congestion of the transport facilities or overcrowding of the slopes and paths, as well as the resulting possible waiting times
- Interruptions and temporary shut-downs of parts of the transport system as a result of construction work or maintenance work

In the context of holding public events, access to individual facilities can be tied to the purchase of a ticket for the event. Furthermore, access to roads and tracks can be blocked.

The Cableways can adapt the offer according to demand or weather conditions.

Terms of Use

The cableways determine the intended use. The ticket holder is obliged to comply with the published instructions. These are in particular:

- Orders from Cableway employees
- Closures of slopes and roads
- Markings, warning signs and instructions for the use of the cableways
- FIS-Rules (international general rules of conduct for skiers and snowboarders)
- Trail tolerance rules

Furthermore, ruthless behavior or drunkenness/drug abuse is not tolerated.

The installations and facilities of the cableways must not be damaged or contaminated. Any repair costs and cleaning costs are to be paid by the responsible party.

In the event of violations of the terms of use, the Cableways may exclude the customer from using the lifts temporarily or permanently without compensation.

In the event of deliberate damage or in the event of a concrete danger to others, as well as in the event of a disruption to public transport (Article 237 of the Criminal Code), the Cableways are entitled to make a criminal charge.

Validity of Public Transport

The cableways publish the terms and conditions in regard to the use of public transport in connection with a lift ticket. For the validity on the public transport a corresponding note must be present on the lift ticket/the confirmation and the published regulations must be respected.

Costs of Rescue Operations

If a customer suffers from an accident while using the cableway facilities and the prepared and controlled slopes in the Arosa Lenzerheide winter sports area or in the Lenzerheide Bikepark, he is entitled to use the cableway rescue service. The use of the rescue service is charged with defined rates between CHF 100 and CHF 500 per case, plus personnel and material expenses. For ambulance transport, the effective external costs will be invoiced in addition. Other costs of third parties (e.g. helicopter transport, doctor's visits, ambulance) are to be paid directly by the customer. It is the customer's responsibility to assert any reimbursement claims against his insurance. Any accident for which liability claims against the cableways are made, must be reported immediately to the relevant management or at the information desk of the cableways in order to provide precise information on the course of events.

Off-roading / Wildlife and Forest Protection Zones

For off-piste skiers, snowboarders there are increased risks off the marked and controlled slopes. If a person leaves tracks on dangerous mountainsides, other inexperienced skiers/snowboarders will be tempted to follow, which can lead to an avalanche if the weather and snow conditions change. The slopes of the cableways are located in open terrain. Small forest parcels are considered protected forest and wildlife protection zones and are to be circumnavigated. Trees and bushes should not be damaged and the wildlife should not be disturbed or driven out of its habitat. The forest and wildlife protection zones are marked accordingly. The customer is explicitly requested to follow the information provided by the cableways. Driving in closed or marked forest and wildlife protection zones can result in the withdrawal of your personal ticket and go as far as reporting the person to the responsible authorities.

Complaints / Liability

Any complaints from customers regarding the provision of services by the cableways must be addressed immediately to the Cableway company, respectively to its employees. If there is no immediate notification, the customer will lose the entitlement for claims against the Cableways.

The Cableways are liable for personal injury and material damage caused by them or their employees in accordance with the following provisions. The relevant provisions of the Swiss Code of Obligations apply on a subsidiary basis. Liability is, as far as legally permissible, limited to grossly negligent and intentional conduct.

For damage to property and personal injury, the Cableways are specifically not liable for accidents resulting from

- non-observance of instructions and markings as well as leaving the secured and controlled slopes
- disregard of instructions, signposts and warnings issued by cableway employees and / or the rescue service team
- disregard of avalanche hazard warnings
- negligent or intentional conduct on facilities, slopes, trails, and roads
- Practice of risky sports such as freeriding, downhill and enduro biking, paragliding etc.

In addition, the liability of the Cableways is essentially based on the traffic safety

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Special Terms of Business (BGB) for the sale and use of lift tickets and equipment ("transport contract")

regulation obligations for snow sports. The Cableways are not liable for accidents outside the secured and marked ski slopes. Furthermore, there is no liability for accidents on bike, hiking and sledding routes.

The Cableways are liable for personal injury or material damage resulting from non-fulfilment or improper fulfilment of the contract within the scope of the General Terms and Conditions and the relevant national laws.

Use of Lift Tickets

Except for special terms in brochures and publications, lift tickets are personal and non-transferable. The Cableways determine for which tickets a name and/or photo must be entered.

If a lift ticket is valid for one or more specific days, it cannot be transferred to other days. There is no right to a refund for unused days.

Lift tickets, for which the guest himself can determine the usage within a specific time period (so-called flexible day passes), cannot be extended nor refunded.

Refunds

The right to a pro-rated refund is only valid on presentation of medical documentation and expires at the end of the respective season. If the lift ticket was used during the period of the medical documentation, the right to a refund also expires.

Season passes

The percentage of the refund depends on the date from when it was no longer possible to use the pass:

Until the end of October	80%
Until the end of November	70%
Until the end of December	60%
Until the end of January	45%
Until the end of February	30%
There is no refund from March on.	

For family cards, the pro-rata discount will be deducted from the purchase price before the refund is charged.

Lift tickets issued for one or several specific days

The refund is based on the proportion of days that could not be used in relation to the total number of days purchased.

Loss of the Lift Ticket

If lost multiple-day cards cannot be found, they will be replaced by showing the purchase receipt (block number receipt).

Deposit Charge KeyCard

The lift tickets are issued on a KeyCard or another compatible data carrier. A deposit of CHF 5.00 will be charged at the time of receiving in an Arosa Lenzerheide KeyCard, which will be refunded at the time of return. Defective Arosa Lenzerheide KeyCards will be replaced free of charge, as long as no damage by the customer has occurred.

Misuse / Obligatory Identification

The employees of the Cableways and authorized inspectors are entitled to carry out ticket checks at any time. Upon request, the ticket holder must identify himself/herself by means of a valid identity card or an equivalent document of identification. Proof for the qualification for special discounts (e.g. students/trainees, disability) must be available to show at any given time.

If misuse of tickets, such as the use of tickets by/for third parties or falsification/passing on of tickets, is detected, the ticket will be immediately withdrawn. At the same time, the following costs are charged:

- Single tickets / day passes
CHF 150.00
- Multi-day tickets up to 4 days
CHF 250.00
- Multi-day tickets of 5 or more days, as well as season and annual passes CHF 500.00
- Use of the facilities without ticket
CHF 500.00

If it is not possible to ascertain whether there has been an infringement due to missing identification, the mentioned amounts will be collected until the corresponding identification is available.

In addition, the day ticket price must be paid on top. In the event of recurrence, the ticket will be withdrawn, the data will be deleted and criminal charges will be filed.

Regional Tickets

In the case of subscriptions or tickets from associations with other mountain cableways, the respective provisions shall take precedence over the provisions of these terms.

Arosa Lenzerheide, 12.02.2018

Valid from 01.05.2018 and for season passes 2018/19