

**Sale of Lift Tickets over the Counter and via Customer Portals such as LAAX.COM, FLIMS.COM and the LAAX Inside App  
Special Terms and Conditions of the Pool of the Weisse Arena Gruppe (WAG STCs)**

**1. Scope**

Whenever you purchase a lift ticket, you accept the WAG GTCs ([link](#)) and also the STCs for Lift Tickets

Any deviations from the STCs for Lift Tickets and any application of your own GTCs shall only be permitted if they have been expressly agreed in writing (i.e. on paper or electronically).

**2. Customer**

You accept that the ticket contract shall be concluded with Weisse Arena Bergbahnen AG (WAB), regardless of the WAG Pool member that accepts and/or executes your purchase order and of the platform or app that was used.

**3. Conclusion of contract**

The ticket contract enters into force as soon as it has been confirmed by email and you have made your prepayment or you have paid directly on site, in a verbal transaction. You accept the specifications of the product/service and the relevant terms, both applicable at the conclusion of the contract. Such specifications may differ from those published on the internet or in brochures.

Special components outside the downloadable terms and conditions, such as special rates, shall only form part of the contract if they have been expressly confirmed on paper or electronically.

**4. Amendments**

Once the contract has been concluded, WAB may amend its product/service range if amendments appear expedient, for whatever reason. Such amendments do not give rise to a right to cancel the contract or to receive compensation, unless the character of the contractually agreed component has changed substantially.

**5. Prices and terms of payment**

You accept the prices, exchange rates and terms of payment applicable at the conclusion of the contract. Such prices may differ from those published on the internet or in brochures.

**6. Lift tickets**

Lift tickets are issued on special electronic devices. For this purpose WAB charges a CHF 5 fee in addition to the ticket price if purchased over the counter and CHF 3 if the purchase is made online, unless you already have the relevant device. The devices can be used more than once. It cannot be returned.

Unless otherwise specified either on paper or electronically, lift tickets are personal and non-transferable. Tickets may be checked by WAG staff at any time. You must prove your identity with a valid ID card or a similar document on request.

You must keep all receipts, confirmations of bookings and similar documents, and you must submit the same if you wish to make a complaint or report the loss of the ticket.

**7. Data protection**

Data privacy is guaranteed. The WAG Privacy Policy has been published on the web, at <https://www.laax.com/rechtliches/datenschutz>. It forms an integral part of these STCs for Lift

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Tickets. You expressly declare that you have noted the Privacy Policy and that you have given your consent for the use and processing of data specified therein.

### 8. Contract processing

If your lift ticket has not been uploaded to a device, you can pick it up with a QR code from a self-service machine at a base station, sent to you along with our electronic confirmation.

### 9. Validity of the ticket

Tickets covering specific days are only valid during the current season. Tickets issued for specific consecutive days are only valid within the relevant selected period. Ski passes and subscriptions are only valid during the daytime and during the published operating hours. You will need to buy special tickets for evening events and for occasions outside normal operating hours.

### 10. TOPCARD Validity

The TOPCARD provides access to several famous ski resorts. It is valid until the end of the following winter season if the purchase was done online thru [www.topcard.info](http://www.topcard.info) or at the cashdesk of the Weisse Arena Bergbahnen. If you have bought your Topcard via the Inside LAAX App it will be renewed for the next season unless you cancel your contract one month before the start of the new season. At least one month before the start of the pre-sale, the WAB will inform you by sending an e-mail to your e-mail address stored in the INSIDE LAAX App with the respective season price, as well as the date until which and an explanation of how you can cancel the TOPCARD. If you do not cancel, the season price will be charged directly to your credit card. The general FAQ's about the TOPCARD can be found [here](#).

#### 10.1 TOPCARD pandemic coverage

In the event of an officially mandatory closure of the entire ski area as a result of a pandemic, the Topcard regions grant the following coverage to all Topcard holders:

Paid price of your Topcard x days of cancellation for your Topcard

260 operating days

Important regulations of the coverage:

- The prerequisite for a coverage is that the entire Topcard areas are affected by the closure.
- Basis for the calculation of the lost days are 260 operating days.
- Days lost due to a later purchase of your Topcard are not included in the calculation.
- The coverage is granted in the form of a credit note your next subscription of a Topcard 2021/22.
- This regulation applies exclusively to subscriptions 2020/21 (already purchased and new purchases).

### 11. Rebooking and return of tickets

Any tickets purchased at reduced prices (ECO, advanced sale, freestyle, etc.) cannot be rebooked or returned, but lose their validity.

STANDARD tickets can be rebooked before the start of their validity period, against payment of a CHF 20.00 handling fee. This fee is debited directly to your credit or debit card.

BLUELINE tickets can be rebooked before the start of their validity period, against payment of a CHF 20.00 handling fee, but only at the relevant price for that day and on the proviso that tickets are available. The fee and any additional costs are charged directly to your credit or debit card.

## **12. Cancellation of contract**

If you have an accident within the WAB skiing and snowboarding region, you can return the lift ticket before the end of the relevant season. The regulations for returning and refunding a ticket are specified in the Information Leaflet for Refunds in the Event of Accidents. The relevant conditions are the ones valid at the time of the accident. These may differ from the conditions published on the web. The same applies in the event of sickness, as long as you submit a medical certificate from a general practitioner, specifying that you are unable to engage in sporting activities (Sportunfähigkeitszeugnis).

## **13. Damaged ticket, loss of ticket, abuse of ticket and fare dodging**

Any device purchased from us which is not functioning due to no fault of your own will be replaced free of charge. This does not apply to visibly defective devices.

Multi-day passes (from 2 days) are replaced if they are lost. However, you need to submit the receipt or a similar document and pay a CHF 20.00 blocking fee as well as CHF 5.00 for the device. Those costs are charged directly on site.

Anyone using a forged or stolen lift ticket will be liable for an administrative fee of CHF 250.00 and must hand over the device. If a nontransferable device is used by a third party with your consent, the device will be confiscated and returned to you upon payment of a CHF 250.00 penalty fee. This fee is debited directly to your credit or debit card. The unauthorised user must purchase a ticket and must also pay an administrative fee of CHF 250.00, collected directly on site. Furthermore, we reserve the right to report the offence to the authorities.

## **14. Behaviour within the contractual area**

You must follow the instructions of cable car staff, respect closures of ski slopes and footpaths, observe regulations for forest and wildlife protection zones, comply with FIS regulations and show respect to other people, animals and the environment. In the event of a violation, WAB may ban you either temporarily or indefinitely from the use of cable cars, ski slopes and toboggan runs and may either confiscate or temporarily block your ticket without compensation. Furthermore, we reserve the right to report the offence to the authorities.

The same applies if you jeopardise order and safety within the contractual area through drunkenness or drug abuse.

If you damage or soil WAB properties or facilities, you will be liable for the cost of cleaning and/or repairs. In the event of wilful intent, we reserve the right to report the offence to the authorities.

## **15. Liability**

WAB warrants that if you are the rightful owner of a ticket under these STCs, you will be transported and you will be in a position to use all prepared and marked ski slopes, footpaths and toboggan runs.

The provision of products/services may be prevented by the weather or by technical or other reasons (e.g. cessation of operations or shutdowns of ski slopes owing to adverse circumstances or force majeure, such as power failure, wind and weather, danger of avalanches, strike action or official instructions, construction and maintenance work, or the overloading of transport facilities or ski slopes) which WAB cannot avert or is temporarily unable to avert. In such cases you are not entitled to a refund.

If you have any complaints concerning WAB's obligations for products or services, you must report them immediately to WAB or its staff. Otherwise you forfeit any claims you may have towards WAB.

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WAB is liable for personal injury and property damage caused by itself or its staff, subject to the conditions specified below. In addition, without taking priority, the provision of the Swiss Code of Obligations shall also be applicable. Where legally permitted, WAB's liability is limited to gross negligence and wilful misconduct.

WAB bears no liability for personal injury or property damage if you fail to observe markings or notices, the instructions or warnings of cable car staff, ski slope staff or emergency or rescue services, if you ignore warnings of avalanches, if you leave the secured, marked and monitored ski slopes, footpaths or tobogganing runs or if you behave negligently or deliberately inappropriately at WAB facilities or on WAB ski slopes, footpaths or tobogganing runs.

WAB bears no liability for skiing accidents on ski slopes, footpaths or tobogganing runs, unless there is proof that WAB has acted with gross negligence or that it has wilfully violated its duty to implement safety precautions.

### **16. Ambulance and rescue services**

In the event of an accident while using WAB cable car facilities or within the WAB skiing and snowboarding region, you may use the WAB ambulance and rescue services. Rescue operations are charged at the current valid rate (up to CHF 250.00 max.). Third-party costs (e.g. REGA – the Swiss air rescue service) must be paid by you directly. If you have any reimbursement claims towards an insurance company, you must assert those claims yourself.

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

This contract is governed by Swiss law. The place of jurisdiction for any legal disputes shall be **Laax**.

Laax, 17.06.2020