Place de la Télécabine 1 CH-1972 Anzère Tél. 027/398.14.14 info@teleanzere.ch www.anzere.ch



GENERAL TERMS AND CONDITIONS OF SALE

1. Legal information

Company name Télé Anzère. Société Anonyme des remontées Mécaniques du

Wildhorn 1972 Anzère

Address Place de la Télécabine 1, 1972 Anzère

Email <u>info@teleanzere.ch</u>

Website https://www.anzere.ch/tourisme-ski-spa/remontees-mecaniques

VAT N° CHE-106.993.832 Federal registration n° CH-626-3001273-2

2. General provisions

These General Terms and Conditions of Sale (GTCS) apply to all tickets sold by the Anzère ski lifts (Télé Anzère SA), which give access to the Anzère ski area.

A copy is available at all times at the ticket office of the Pas de Maimbré cable car and can be downloaded online (insert the link).

The customer reads and accepts these General Terms and Conditions of Sale at the time that he/she purchases a ski pass at the ticket office or online. From that moment on, they are fully applicable. In purchasing a pass, the customer confirms that he/she has read them and accepts them in their entirety.

3. Transport clause

The Télé Anzère SA lift company guarantees free circulation on its lifts to users who have a valid ticket during the period of operation and the posted hours that they are open, except on occasions when Télé Anzère SA or any authority might find it necessary to close the lifts.

The customer is obligated to carry a ticket that is valid for the period involved and corresponds to the appropriate user category.

Télé Anzère SA guarantees the safety of its customers on its lifts. Any liability in that regard is limited to Télé Anzère SA's negligence or intentional misconduct.

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The Customer commits to comply with the instructions for use. In particular, the customer shall behave in a way that does not endanger his/her own safety or that of other users of the ski area. He/she answers for any injury or deterioration caused thereby. The resale of tickets is strictly prohibited unless contractually authorized by the operator beforehand.

4. Ski passes

Ski passes are issued on a medium on which the transport tickets are recorded.

Ski passes give access to the Anzère ski lifts for an express period of validity and for the particular category of user.

Ski passes that are valid for several days must be used on consecutive days.

All specific ski passes (except for individual days) must be purchased (or paid for if the purchase was made online) at the main ticket office of the Pas de Maimbré cable car.

Identification

All tickets, day passes and season tickets are personal, non-transferable and only valid during official operating hours.

Prices

All public prices for tickets and media are available at the sales outlets and online (insert the link). They include all taxes. It is the customer's responsibility to find out about the products and prices that are offered, to select the most advantageous for him/her.

The company reserves the right to change its prices and the definition of categories that give the right to discounts and/or preferential conditions, at its discretion, at any time and without advance notice.

Medium

Ski passes are issued on a magnetic card (Keycard), sold to the user for CHF 5.

KeyCards are reusable as they are recharged. It is the Customer's responsibility to bring his/her Keycard and present it to the cashier when purchasing the ticket.

Under no circumstance is a Keycard refundable, even after the validity date of the ticket has passed. The company accepts the KeyCards of other ski resorts that work with Skidata system and the Swiss Pass.

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5. Options

Lockers

It is possible to rent a ski locker at the station for boarding the Pas de Maimbré cable car, for a particular period – i.e. either weekly, seasonally or yearly.

A deposit of 20.00 per key is required when renting a locker and will be returned only when the key (s) are returned. It is imperative to empty the locker and return the keys before the end of the season.

Otherwise, the renter will be charged for a year's rental.

6. Duplicate

A duplicate ticket is issued when the holder is able to prove that his/her ticket has been lost, stolen or destroyed, and that the company can cancel it.

If an "Anzère" pass for 1 to 3 consecutive days is forgotten or lost, it will not be replaced. If an "Anzère" pass for 4 consecutive days or more is forgotten or lost, an administrative fee of 20.00, keycard included, will be charged for its replacement.

If the **Magic Pass** is forgotten or lost, 40.00 will be charged for its replacement in accordance with the Magic Pass Terms and Conditions.

At the end of the procedure, the former ticket is cancelled. A duplicate is issued to the customer without possibility of changing the ticket.

7. Refund

Breakdown and stoppage of the facilities

In the event of a breakdown or stoppage of the facilities, particularly -- without necessarily being limited to -- situations of *force majeure* (inclement weather, electrical or mechanical problems, danger of avalanches, closure of part of the ski area, etc.), day passes and season tickets will not be extended or the costs thereof refunded. These general terms and conditions of sale constitute an integral part of the ski pass purchase contract.

Accident, illness

In the event of accident or illness, the cost of the ski pass is not refunded. You may take out insurance when you purchase your pass.

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Under no circumstance will the cost of purchased passes be refunded, particularly – i.e. without necessarily being limited to — in the event of the pass holder's illness or accident. Only those who have taken out insurance are entitled to any kind of refund, pursuant to the terms and conditions of the insurance involved. Refunds are made directly by the insurance company.

Pandemic coverage

In the event of a:

- pandemic and upon an official order to close all facilities;
- pandemic and upon an official order from the customer's country of origin that prohibits travel to Switzerland;
- contraction of COVID-19 and upon presentation of proof of isolation.

Télé-Anzère SA commits to refund the cost of ski passes issued thereby for days that have been purchased but cannot be used due to the aforesaid circumstances, particularly if they involve fixed dates. If the ski passes involve flexible dates and could have been used outside of the aforesaid circumstances, refunds are not paid. An administrative fee of 5% of the amount to be refunded will be charged before the payment.

This provision does not apply to season ticket holders (e.g. Magic Pass), who are bound by such tickets' general terms and conditions.

Insurance, in partnership with Europ Assistance

Insurance to cover certain risks is offered:

- Snow Assist: Contracted with tickets from ½ day.
- Skipass Assur: Contracted with tickets for 2 days or more

Insurance must be subscribed when purchasing a ticket. Insurance is payable by the number of days and is automatically contracted for the same duration as the ticket.

Insurance is not refundable under any circumstance. The period of insurance coverage cannot be extended.

The general terms and conditions of insurance and additional information are available on the www.snowassist.ch website.

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SERVICES IN BRIEF	SKIPASS ASSUR	SNOW ASSIST	LIMITS IN CHF
Refund: • Unused ski pass • Unused ski lessons • Unused rental of sports equipment	✓	✓	On a <i>pro rata</i> basis CHF 2'000 maximum per season
Search and rescue costs	X	✓	CHF 350
Ambulance costs	X	✓	
Helicopter transport costs	X	✓	Actual costs
Emergency medical expenses	X	✓	CHF 10'000 maximum per
Medical repatriation	X	✓	season
Provision of a driver	X	✓	CHF 2'500
	3.00/ day	5.00 / day	

8. Discounts

Age categories

The year of birth is determinant: Seniors: 65 years of age or more Adults: 26 to 64 years of age Young people: 16 to 25 years of age

Children: 6 to 15 years of age

Children under 6 years of age: free of charge

The categories giving entitlement to age-related benefits are determined on the official opening date of Télé Anzère SA.

For safety, children under 6 years of age do not need a ticket.

The company does not guarantee that a discount will be granted without the presentation of the required documentation (s).

For example, a child who is 6 years old before the official opening date will be classified as a "Child".

For safety, children under 6 years of age do not need a ticket. The company does not guarantee than a discount will be granted without the presentation of the required documentation (s), such as an identity card.

Group discount

A group consists of a number of participants that come together circumstantially for the common purpose of a trip, stay or excursion.

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A group must be comprised of at least 10 people who have subscribed to insurance for the same duration and the same dates. It must be represented by a single leader who is appointed by the other members of the group.

The morning of the group's departure, the group leader must advise the information centre by telephone of the number of participants.

A 10% discount on the normal rates is given to groups of 10 or more people. A 15% discount on the normal rates is given to group of 50 or more people.

In any event, the payment must be made in a single lump sum for the entire service.

Passes can be picked up at the ticket office of the Pas de Maimbré Télécabine on the day in question.

Disabled persons

When a person, due to his/her handicap, needs to be accompanied, his/her pass is offered free of charge. The accompanying person pays the applicable rate.

9. Payment

The means of payment accepted by the company are:

- Bank card (Visa Mastercard American Express), PostFinance, Maestro, myOne or Reka-Card
- TWINT
- Cash (CHF* and Euros**) only at the ticket office
- REKA cheques

10. Online purchase

Online purchasing is available on https://www.anzere.shop/

These general terms and conditions of sale apply fully to all online purchases.

Particular terms and conditions

Online sales enable the customer to purchase the pass (medium and ticket) or recharge a Keycard with a new particular ticket.

^{*}Only banknotes from the most recent series in circulation

^{**}Only banknotes up to 200 Euros

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Tickets purchased online must be issued on Keycard media. Customers who do not have a Keycard must therefore pay the price thereof.

A person who has a Swiss Pass may recharge it using the number appearing on the back of the page.

It is the customer's responsibility to correctly fill in the information required for issuance or recharge of the ticket.

Payment

Secure payment is made by credit card or Post Finance. Payments in cash are not accepted for online purchases.

Payment is made in a secure environment. The bank data transmitted are protected. This protection complies with the legal provisions applicable in Switzerland.

A validated order takes effect only when the bank payment centre involved has given its agreement. In the event of rejection by said centre, the order will automatically be cancelled and the customer is advised of the rejection of the transaction.

All purchases are final and cannot be cancelled, refunded or transferred to another person, unless otherwise specified.

As soon as you make a purchase, your credit card is debited the amount posted, whether or not you use the purchased ticket (s).

The pass cannot be changed after it has been purchased.

Order confirmation

After the payment is made and accepted, a confirmation email summarizing the entire order (confirmation number and recharged Keycard (s)) is sent to the customer at the email address used to place the order (paper printout or smartphone preview). It is necessary to keep this confirmation in case of a check in the ski area.

If the Keycard or Swiss Pass is recharged online, the customer may go directly to one of the Skidata terminals in the ski area.

If the customer purchased his/her Keycard online, he/she must pick it up at the ticket office at the station for boarding the Pas de Maimbré cable car.

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To pick up passes, the purchaser must present the order confirmation received by email and an identification document.

Order cancellation

A validated order cannot be cancelled.

Validation of the pass

The pass is validated at the first Skidata terminal in the Télé Anzère SA ski area.

Liability and guarantees

Télé Anzère SA is not liable for any inconvenience or damage inherent to use of the internet (interruption of service, computer virus, etc.). The customer states that he /she is aware of the internet's characteristics and limits, particularly its technical performance and the response times within which to review, question or transfer the data, and the risks related to the security of communications.

If a Keycard or Swiss Pass is charged, Télé Anzère SA is not liable for any inconvenience or damage to these media that might result from improper functioning of the pass.

11. Checks on tickets

The pass must be presented whenever a verifying check is imposed.

Access by Keycard does not in any way exempt users from having to present their tickets at any time at the request of employees in charge of verification.

If the holder refuses to present the pass during a check, Télé Anzère SA is entitled to deny access to the ski area.

12. Frauds and infractions

All tickets are personal, non-transferable and non-refundable.

In the event of fraud (e.g. repurchase of a third party's ticket), the customer who has used a ticket that is not his/her own will be required to pay the cost of a verification check, in an amount determined by Télé Anzère SA at its discretion, but of at least CHF 200. The customer will also be required to pay the amount of the ticket for which he/she has committed fraud.

The burden of proving good faith is incumbent on the person who invokes an inadvertent error. Anyone who resells a ticket risks being prosecuted.

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The holder is responsible for keeping his/her ticket in such a way as to avoid its misuse by third parties, including members of his/her family or circle.

In the event that the holder claims his ticket was stolen, or was borrowed against his will, Télé Anzère SA reserves the right to make replacement of the pass conditional on the filing of a criminal complaint. If Télé Anzère SA so requests, a user who alleges that his/her pass has been stolen/ used against his/her will must provide a copy of such a complaint for the issuance of a new ticket.

13. Check by photo

To confound fraudsters, a photo of each smart card user is taken automatically daily, at each first pass through the control gate, and at random times later in the day. The comparison of photos enables the operator to detect frauds in the event of ticket transfers, a practice that is strictly prohibited by our general terms and conditions. Only our security service has access to our photo database during the pass-through checks, to enable identification of fraudsters.

Télé Anzère SA also has a database that records all visits to the facilities. These data can be used only for a search following a disappearance in the ski area. Télé Anzère SA prohibits any other use of collected data, and keeps a protocol of all its interventions on these databases.

14. Rescue service

In the event of an accident in the ski area and the need to call the rescue service, an amount set by various insurance agreements is billed to the injured customer.

The costs of third parties (e.g. Rega, Air Glaciers, doctors, etc.) are insured directly by the customer. The customer must submit any requests for reimbursement to his/her insurance.

15. Use of drones in the ski area

For safety, the use of personal drones is strictly prohibited throughout the entire ski area. Written authorization by Télé Anzère SA must be obtained before any use of a drone.

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Télé Anzère SA

https://www.anzere.ch/fr/remontees-mecaniques/