

Jungfrau Ski Region Tariffs (GTC JSR 2023/24)

DEUTSCHE VERSION: jungfrau.ch/agb | ENGLISH VERSION: jungfrau.ch/gtc | FRENCH VERSION: jungfrau.ch/cgv

General

- With the purchase of a ski pass, the customer accepts the terms and conditions below and acknowledges the following service description.
- Ski passes are personal and non-transferable. Points cards be used by several people. They run three years from the purchase date and may be used only during the winter season.
- Ski passes entitle the user to unlimited use of the transport companies as well as snowsports runs in the ski region. Recurring/special occasions, especially the Lauberhorn Races, are reserved. The Grindelwald ski bus network and the Lauterbrunnen local bus routes are included in the offer. Hiking and sledging passes (from 2 days) allow free travel from Grindelwald to Bussalp.
- 4. Ski passes are not valid for extra and evening trips.
- 5. For ski passes valid over several days, the usage time starts at 0:00 on the first day and ends at 24:00 on the last day.
- 6. The season ski pass, including authorisation for educational and vocational trips is valid from 1 December to 30 April. In addition, the season ski pass is valid in November on weekends when ski resorts are open, provided that the ski lifts and slopes are in operation or open in one ski resort. In November, on weekdays without ski operations, the season ski pass entitles you to half-price one-way tickets as per Tariff 600 on the following routes within the Jungfrau Region:
 - · Interlaken Ost Grindelwald
 - · Interlaken Ost Lauterbrunnen
 - · Grindelwald Kleine Scheidegg Lauterbrunnen
 - · Grindelwald Terminal-Eigergletscher
 - · Kleine Scheidegg-Eigergletscher
 - · Eigergletscher-Jungfraujoch-Top of Europe
 - · Lauterbrunnen Mürren via Grütschalp
 - Stechelberg Mürren Schilthorn

During the ensuing summer season, from 1 May to 31 October, your season ski pass serves as a personal Half-Fare Card on the following routes in the Jungfrau Region:

- · Interlaken Ost-Grindelwald
- Interlaken Ost-Lauterbrunnen
 Grindelwald-Kleine Scheidegg-Lauterbrunnen
- Grindelwald Terminal Eigergletscher
- Kleine Scheidegg-Eigergletscher
- Eigergletscher-Jungfraujoch-Top of Europe
- · Grindelwald-First
- · Grindelwald-Männlichen
- · Wengen-Männlichen
- · Lauterbrunnen-Mürren via Grütschalp
- · Stechelberg-Mürren-Schilthorn
- · Mürren-Allmendhubel
- · Wilderswil-Schynige Platte
- · Interlaken-Harder Kulm

When using half-price, one-way tickets as per Tariff 600 for these routes, the individual season ski pass for the preceding winter season must be presented as identification to the personnel checking tickets without being asked to do so.

- 7. The ski passes include special services for snow sports enthusiasts on pistes and service facilities (chairlifts, ski lifts, etc.) that have been officially designated and announced as open. The opening hours for pistes and lifts are determined by the operating companies in accordance with snow and weather conditions, and their decisions are binding on ski pass holders. If ski passes are used outside the stated operating hours for the facilities, then their validity extends only to personal transport of passengers on scheduled transportation. The use of closed snow sports runs is prohibited; abuse constitutes gross negligence because, on facilities with this status, there is no assurance of marking, safety or rescue, which entails a higher risk of accidents and potentially even a danger to life.
- Ski passes only entitle travel in second class. If a seat in first class is used, a class change fee must be paid equal to half the price difference.
- 9 Ski passes must be presented unprompted when using the services of transport companies without electronic card readers. If the ticket has been purchased online, visitors must provide documentation by means of a printed confirmation of purchase. An identity card must always be carried together with the confirmation of purchase.
- 10. A personal photograph is required for the issue of season ski passes. All electronically recorded personal data is stored in a database. When passed over reader devices, the photo of the pass holder will appear on an internal computer.

Safety on the slopes

- 11. The FIS rules of conduct and SKUS guidelines must be observed.
- 12. The instructions of the ski patrol and rescue services must be observed.
- Slopes and pistes are closed and barred from entry outside lift and cableway operating times and after the final slope check.
- 14. In the event of reckless behaviour (especially the disregard of FIS and SKUS rules, non-observance of signs, instructions and barriers, when sking/snowboarding through forest and wildlife protection zones as well as slopes at risk of avalanches) the ski pass may be withdrawn.
- 15. If a customer has an accident in one of the ski regions and this requires the rescue services of the ski lift companies to be called out, the customer will be charged a maximum of CHF 260. plus material costs for a standard rescue on the ski slope. The costs for third parties (helicopter transfers, doctor, Alpine rescue, etc.) are to be paid directly by the customer. It is the responsibility of the customer to lodge any reimbursement claims against an accident insurance policy. When purchasing the ski pass, an insurance policy to cover this risk can be concluded. It is not possible to conclude an insurance contract retrospectively after the ski pass has been used for the first time.

Exchanges/refunds

- 16. An exchange or a refund of the ski pass is generally not possible. Accident or illness constitute no grounds for a refund. Accident or illness constitute no grounds for a refund. Insurance to cover this risk can be taken out when purchasing the ski pass. It is not possible to conclude an insurance contract retrospectively after the ski pass has been used for the first time.
- 17 There is no entitlement to any reimbursement in the event of interruptions to operations or voluntary closures or partial closures. This applies in particular in the event of a closure of the ski areas or parts of ski areas due to weather conditions, lack of snow, danger of avalanches, early snow melt on the ski slopes, lack of electricity, etc. Special events may entail the closing off of certain parts of the ski arena and the construction of a spectator sector. The ski pass does not grant access to such events.
 - The communicated operating times of the winter sports lifts are for informational purposes only. Their compliance with these times requires appropriate snow and slope conditions.
- 18. If the official regulations governing mountain rail/cableways and/or winter sports resorts change with regard to Covid-19 protection measures (e.g. the introduction or change to mandatory '3G' [vaccinated, recovered, or tested negative] or '2G' [vaccinated, recovered] Covid certificate presentation), then the respective implementation of these by the Jungfrau Railways does not entitle the customer to withdraw from the contract. Consequently, there will be no right to return or exchange ski passes, and refunds will be precluded.
- 19. Lost ski passes are generally not replaced. This applies in particular to tickets that are valid for two days or less. A new pass will be issued for lost ski passes with a longer validity. A proof of purchase will be required for this. The obligation is on the purchaser to prove that he/she was the holder of the pass. The circumstances of the loss and the efforts made to recover the card are appreciated. An administration fee of CHF 5.– applies to season ski passes.
- 20. In the event of an officially mandated closure or voluntary closure or partial closure due to a pandemic, epidemic or other event including electricity shortages, the holder of a Jungfrau Ski Region season pass identified at the time of the announcement will receive a +pro rata temporis refund, i.e. the days that cannot be used will be refunded in proportion to the duration of the season. In the event of such a closure, the season's length shall be from 1 December 2023 1 April 2024. In the event of a purchase during or after a lockdown or mandated official closure or partial closure of the ski area, there is no entitlement to a refund for already announced or past closures, but only for future closures. Refunds will only be granted if the ski resorts in the entire area of validity are forced to close for a period of 8 consecutive days. Closures of 7 consecutive days or less do not qualify for a refund. The number of mandated closures is immaterial in the context of a refund. Where lifts remain in operation, no right to reimbursement or a refund arises. The reimbursement will generally be made in cash. Customers are personally responsible for

¹ The insurance taken out by the pass holder will be with the ski pass insurer Solid AB, Route de la Fonderie 2, 1705 Freiburg (www.skicare.ch). When taking out an insurance policy, the provisions of Solid AB shall apply. JSR is a reseller. Post-purchase insurance contract conclusions or policy-holder withdrawals are not possible via JSR. Claims against Solid AB must be lodged directly with Solid AB by the pass holder and cannot be dealt with by JRS.

claiming any refund; the Jungfrau Ski Region or its partners are not obliged to actively draw the customer's attention to this. The reimbursement can be claimed up until 30 April 2024, after which the right to any reimbursement lapses.

Ticket inspection/Misuse / Forgery

- 21. Ski passes may only be used by the authorised person.
- 22. Anyone who does not present a valid ski pass during a check must purchase a day ticket at the standard tariff and will be treated as a passenger without a valid ticket as per Tariff 600.5. If the visitor was in possession of a valid pass at the relevant time, a refund for the amount of the day ticket can be requested within seven days upon presentation of the pass. An administration fee will apply.
- 23. Any actions by a visitor that are intended to enrich the visitor or another person unlawfully, and/or damage the transport companies' assets or other rights are considered to be misuse.
- 24. A forgery occurs when a ski pass or a payment receipt has been created, modified, duplicated, added to or otherwise manipulated without authorisation or contains erasures.
- 25. Misused, forged or blocked ski passes will be confiscated. A standard one-day ski pass will need to be purchased. In the event of misuse, an additional surcharge of CHF 200.— will become payable. Where a forgery has taken place, this surcharge will be CHF 400.—. Passenger Tariff 600.5 will apply to rail journeys.
- 26 Anyone who does not pay the aforementioned amounts immediately must furnish some collateral. Failing this, the visitor can be expelled from the ski region. If collateral is provided, payment must be made within three days. If this does not happen, the case will be forwarded to the office and further fees may be charged.
- 27. An initiated attempt of misuse will also carry the same consequences.
- 28 We reserve the right to prosecute under civil and criminal law.

Data protection and customer data

29. The participating companies undertake to comply with all applicable data protection legislation when handling and processing all customer data and customer usage data. Customer data will only be used to maintain and improve customer relations, quality and service standards, to maximise operational safety, or in support of sales promotion, product design, crime prevention, collecting key commercial data and statistics as well as for invoicing. The customer hereby acknowledges and agrees that, in the cases of a joint provision of services in partnership with third parties, the companies participating in the Jungfrau Ski Region Pass are entitled to make customer data accessible to the third party concerned where this is necessary for the purposes of providing such services. Beyond

this, the disclosure of customer data to third parties is only permitted with the express consent of the customer. The only exception to this is if the participating companies are obliged by law to disclose personal data to third parties. If you have any questions or suggestions regarding data protection, kindly contact our internal Data Protection Officer. Either by post, at: Jungfrau Ski Region, Datenschutz, Harderstrasse 14, 3800 Interlaken or by email to datenschutz@jungfrau.ch.

Applicable law and place of jurisdiction

- 30. There are several vendors under the Jungfrau Ski Region brand that form a season pass association; these include Firstbahn AG, Gondelbahn Grindelwald Männlichen AG, Luftseilbahn Wengen Männlichen AG, Wengernalpbahn AG, Schilthornbahn AG, Bergbahn Lauterbrunnen- Mürren AG, Berner Oberland-Bahnen AG, Jungfraubahn AG, Grindelwald Sports AG, Skilift Bumps AG, and Genossenschaft Skischule Wengen. All companies are independently responsible for the operation of lifts and slopes. The transportation contract is concluded directly between the customer and the respective operator of the lift. The latter is responsible for the proper provision of the respective services. The operator is also responsible for undertaking the necessary technical maintenance on lifts and ensuring public safety on the slopes (piste and avalanche service). Any issues of liability, especially also in connection with skiing accidents, will be dealt with by the respective company in whose territory or on whose lift the incident occurred.
- Swiss law exclusively is applicable to the contractual relationships between the Jungfrau Ski Region and its customers, including disputes relating to the conclusion and the validity of the contract.
- 32. The registered head office of the respective sales outlet shall be definitive for determining the place of jurisdiction. For ski pass purchases made via the internet, the head office of Jungfrau Railways Management AG in Interlaken, Switzerland is regarded as the point of sale.
- The application of the Vienna Convention on the International Sale of Goods (CISG) is expressly excluded.

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Winter ski pass insurance

The Jungfrau Ski Region winter ski pass will not be refunded in the event of illness or accident. It is therefore recommended that insurance is taken out when purchasing the ski pass. Insurance costs: CHF 63./ season

In the event of accident or illness, the following benefits will in turn be reimbursed on a pro rata basis: Refund of the ski pass, refund of ski lessons and refund of ski hire charges. The option of taking out such insurance becomes precluded after the pass has been used for the first time

Additional information: www.skicare.ch

First Flyer and First Glider

Take advantage of this opportunity and enjoy a flight with the First Flyer or First Glider. Secured on a rope, you can soar down into the valley at up to 83 kilometres per hour while enjoying the magnificent winter atmosphere on Grindelwald-First. Both offers can be used free of charge with a season ski pass or ski pass (valid for 1 day or longer).

Operating Dates Winter 2023/24

In appropriate snow and slope conditions, the winter sports facilities will be open during the 2023/2024 season as follows:

	Star of season	End of season
Kleine Scheidegg	11 November 2023	28 April 2024
Mürren – Schilthorn	9 December 2023	14 April 2024
Männlichen	9 December 2023	7 April 2024
Grindelwald-First	16 December 2023	1 April 2024

In good snow conditions, certain lifts will already be in operation on weekends in November 2023 (Saturday/Sunday only). All of the relevant information can be found at jungfrauch/wintersportinfo.

Refunds

In the event of an officially mandated closure or voluntary closure or partial closure due to a pandemic, epidemic or other event, including as a result of a electricity shortages, the holder of a Jungfrau Ski Region season pass identified at the time of the announcement will receive a "pro rata temporis" refund, i.e. the days that cannot be used will be refunded in proportion to the duration of the season. In the event of such a closure, the season's length is considered to be from 1 December 2023 - 1 April 2024. In the event of a purchase during or after a lockdown, there is no entitlement to a refund for already announced or past closures, but only for future closures. The refund will only be granted if the ski resorts in the entire area of validity of are forced to close for a period of 8 consecutive days. Closures of 7 consecutive days or less do not qualify for a refund. The number of mandated closures is immaterial in the context of a refund. Where lifts remain in operation, no right to a reimbursement or refund arises. The reimbursement will generally be made in cash. Customers are personally responsible for claiming any refund; the Jungfrau Ski Region or its partners are not obliged to actively draw the customer's attention to this. The reimbursement can be claimed up until 30 April 2024, after which the right to any reimbursement lapses. If the official regulations governing mountain rail/cableways and/or winter sports resorts change with regard to Covid-19 protection measures (e.g. the introduction or change to mandatory '3G' [vaccinated, recovered, or tested negative] or '2G' [vaccinated, recovered] Covid certificate presentation), then the respective implementation of these by the Jungfrau Railways does not entitle the customer to withdraw from the contract. Consequently, there will be no right to return or exchange ski passes, and any refunds will be precluded.

Electricity shortages: In the event of an officially mandated closure, or a voluntary closure due to economic considerations of all ski areas in the entire area of validity as a result of power rationing for more than 8 consecutive days of operation, the holder of a season pass identified at the time of the announcement will receive a pro rata temporis' refund, i.e. the days that cannot be used will be refunded in proportion to the duration of the season. No right to reimbursement arises if the lifts and facilities remain in operation, and only the hours of operation are shortened, speeds are reduced, or other less drastic measures to conserve electricity are ordered or taken voluntarily.