

The General Terms and Conditions of Davos Schatzalp Bahnen (hereinafter referred to as DSB), a department of the Berghotel Schatzalp AG.

Subject to change without notice. The current general terms and conditions are published on www.schatzalp.ch.

1. GENERAL

The General Terms and Conditions (GTC) apply to all services and products provided by DSB, including ticket sales, rental of sports equipment etc. The products and services of Berghotel Schatzalp and its gastronomic establishments, as well as those of the botanical Alpine Garden are subject to separate terms and conditions, which are not integrated here

1.1. CONTRACT

With the order or purchase of a ticket or a service or with its use, the contract with the DSB is concluded. The present General Terms and Conditions shall be deemed to be accepted without reservation by means of each order/purchase/use.

1.2. DUTY OF IDENTIFICATION

The customer must identify himself with an officially valid identification document (ID, passport, driving licence) upon request of the cashier/train/control personnel. A valid ticket for the DSB or the TopTech Card with confirmation of purchase must also be presented.

1.3. DATA MEDIUM

The TopTech Card allows access to the funicular railway and the corresponding installations in the ski area for the programmed period. It can be programmed at any time with a new period of validity and can therefore be used for several years. The TopTech Card is available at the sales points at the bottom station and at the kiosk at the top station for a deposit fee of Sfr. 5. The deposit fee is refunded when the card is returned. (Even if the card is defective)

The use of the TopTech Card is not mandatory as long as the access data can be saved on an alternative storage medium.

TopTech tickets are free tickets for one-time use.

1.4. PRIVACY

The DSB undertake to comply with the applicable data protection legislation when handling and processing all customer data and customer usage data. Customer data will only be used to maximise operational security, in the event of misuse or in the interest of sales promotion, product design, crime prevention, collection of key economic data and statistics and invoicing.

The customer hereby acknowledges and agrees that in cases of joint provision of services in cooperation with third parties, DSB is entitled to make customer data available to the third parties concerned to the extent necessary in the interest of providing the service. In all other cases, the disclosure of customer data to third parties is only permitted with the express consent of the Customer. An exception is only made if DSB are legally obliged to pass on personal data to third parties.

1.5. TICKETS

All tickets are personal and non-transferable.

Multi-ride tickets of the summer toboggan run are transferable and can be used by several people.

1.6. VALIDITY / PUBLIC TRANSPORT

1.6.1. Validity

All tickets are valid according to the separate price list on the respective facilities and in the respective period. Non-validated single tickets of the funicular railway are valid until the end of the current season.

Tickets for the summer toboggan run are valid for 1 year from the day of purchase.

1.6.2. Public Transport

DSB sports passes and tickets are currently not valid on public transport, the RhB and other mountain railways.

1.7. Age Groups

Children up to their 6th birthday travel free when accompanied by an adult.

Reduced children's fares apply until their 12th birthday

Reduced youth tariffs apply until 18th birthday

Reduced rates for senior citizens apply from the age of 65

Families are defined as at least one parent and one child living in the same household (confirmation of residence)

The number of children is not limited as long as they live in the same household.

1.8. CATEGORIES (FAMILY / GROUPS)

A family is defined as at least one parent with at least one child/adolescent living in the same household (confirmation of residence).

A group is considered to be a group if at least 20 tickets are purchased at the same time. Associations, clubs, companies or schools are recognised as a group. The group leader must purchase and pay for all tickets together. It is not possible for the DSB to hand over group tickets individually. The validity of the tickets must either begin or end on the same day. Detailed information on attractive group discounts is available at the point of sale.

1.9. SERVICES

The services of DSB are specified in the service description in the mountain railway/tariff brochure or in the electronic media, as well as in other written offers. Special tariffs, special requests or ancillary agreements shall only form part of the contract if they have been confirmed in writing with legally binding effect.

2. PRICES AND PAYMENT CONDITIONS

2.1. Prices

The prices for the tickets are published in the current mountain railway tariff brochure and/or on the Internet.

The indicated prices include VAT at the standard rate.

All mountain railway tickets are personal and non-transferable.

In case of different tariff information in the individual brochures and electronic media, the regulations according to the current publication on the Internet (www.schatzalp.ch) apply.

2.2. Payment

The payment is made immediately upon conclusion of the contract. Ticket purchases on credit or on account are generally not foreseen. An exception must be agreed in advance and is only valid if it is confirmed in writing by the DSB. In the case of payment on account, the customer undertakes to pay the invoiced amount by the due date stated on the invoice. Objections to the invoice must be made in writing and justified within 7 days. If the customer does not fulfil his payment obligation within the payment period, he shall be in default without further reminder upon expiry of this period

and shall pay default interest of 5%. If payment is still not made after the second reminder, DSB shall be entitled to discontinue all services to the Customer without further notice. DSB reserves the right to demand advance payment for services in whole or in part. For events with a foreign billing address, a credit card number with expiry date and the card verification number (CVC) must be provided as guarantee or 100% prepayment must be made. This also applies to events which are booked from abroad. Other agreements between the customer and DSB are reserved. Bank transfer and check fees are always at the expense of the sender.

2.3. Currency

Prices are always quoted in Swiss francs. The Euro conversion is carried out at the current daily exchange rate of the DSB. Change is always paid out in Swiss francs.

2.4. Changes in prices and services

DSB expressly reserves the right to change service descriptions and price quotations on the Internet as well as in brochures and price lists until the agreement is concluded.

3. TICKETING

3.1. Refunds

3.1.1. Disturbances in the provision of services / operating settings

Restrictions or suspensions of operations due to force majeure such as wind and weather influences, danger of avalanches, strikes or official orders, operational disruptions (e.g. as a result of technical defects or power failures) entitle neither to a refund nor to compensation.

3.1.2. Pandemic

In the event of an officially mandatory closure of the entire ski area/the entire offer (entire area of validity) as a result of a pandemic, DSB will grant the following reimbursement for subscriptions sold by it:

Paid subscription price / number of operating days x number of days lost

The condition for reimbursement is that the entire scope of the subscription is affected by the closure. The basis for the number of days lost is the number of operating days. The days lost are only valid if the number of operating days falls below 75%. Days lost due to the date of purchase are not included in the calculation.

Refunds will only be granted in the form of a credit note when the next subscription is purchased. This does not necessarily have to correspond to the subscription purchased, but must be a subscription of the selling company. Cash payment is excluded. The subscription does not have to be deposited in the event of a pandemic and can, if possible, continue to be used until the end of the validity period after the officially ordered closure has been lifted.

3.1.3. Accident or illness

In the event of accident or illness of the cardholder, the subscription/ticket with medical certificate must be deposited with the issuing office as soon as possible, but no later than the end of the current season following the accident/illness (also possible by third parties). If the subscription can no longer be used, the unused days will be refunded after submission of a medical certificate, which must be issued by a practicing doctor in the Davos Klosters region or by a hospital in the Davos Klosters region.

The date of the medically confirmed accident/illness or the day after the subsequent use of the subscription is relevant for the calculation of the refund. In the case of family subscriptions, the reduction is first calculated at the normal price. The resulting discount is then also taken into account in the reimbursement, whereby only the accident/illness is reimbursed.

There is no entitlement to reimbursement: Single journeys, morning, half-day, day and evening tickets, special season tickets as well as in case of personal reasons for prevention. Refunds are only possible until the end of the current season. The subscription expires automatically when the refund is received.

The percentage of refunds for annual subscriptions is calculated as follows:

3.1.4. Annual subscriptions

- From 3 months after date of purchase 80% of the purchase price
- From 6 months after date of purchase 40% of the purchase price
- From 9 months after date of purchase 20% of the purchase price

3.1.5. Summer subscription

The percentage refund for the summer subscription is calculated as follows:

- Until 15 June 60% of the purchase price
- 40% of the purchase price by 31 July
- 20% of the purchase price by 15 September
- from 16 September no refunds

3.1.6. Snowpass

For the Snowpass Graubünden the separate conditions/validity of the Graubünden mountain railways apply, see www.snowpass.ch/en.

3.2. Ticket loss / replacement

Stolen or lost subscriptions will only be replaced on the basis of the original receipt with a blocking number for the remaining credit. At the same time, the lost ticket is blocked against unauthorised use. The processing fee is CHF 20 including the fee for the new TopTech Card. TopTech tickets are not replaced! No replacement will be made: Single/return tickets, morning, half-day, day and evening tickets. Refund claims (day tickets) for forgotten subscriptions will only be paid out until the end of the current season.

3.3. Ticket misuse

The ticket cashier, funicular staff or authorised inspection personnel are entitled to carry out ticket inspections at any time. The customer must identify himself with an officially valid identification document (ID, passport, ticket). Any misuse of tickets, in particular the transfer of sports passes or the alteration of the information contained therein, shall result in immediate revocation without compensation. In addition to the price of the ticket which has been unjustifiably carried or is invalid, a surcharge of CHF 250.00 will be levied, based on Art. 16 of the Federal Transport Law of 4 October 1985. Furthermore, the DSB reserves the right to prosecute. The ticket holder is responsible for ensuring that no abuse by third parties is made possible.

4. FACILITIES, PISTES AND CYCLE TRACKS

4.1. Ride variants / game resting and forest protection zones

Off the marked and controlled slopes, there are increased dangers for off-piste skiers and snowboarders. Anyone leaving tracks on dangerous, steep slopes tempts other, inexperienced skiers to imitate them, which can lead to avalanches if weather and snow conditions change. The slopes of the DSB are in open terrain. Small forest plots are bypassed, as they are protected forest and game reserves. Trees and bushes are not to be damaged and game is not to be disturbed or driven out of its habitats. The forest and game protection zones are marked and published accordingly (www.wildruhe.gr.ch). Please note our information boards.

4.2. Thoughtless behaviour / misconduct of the ticket purchaser

In case of disrespectful behaviour, violation of the present regulations or disregard of the instructions of the funicular staff, cashier or control staff, in particular in case of disregard of the FIS rules, disregard of signals, instructions and barriers as well as when skiing on closed slopes, slopes

at risk of avalanches or game rest and forest protection zones, the DSB may withdraw the ticket holder's ticket. Outside the official operating hours, the ski runs are closed and skiing on the piste is prohibited.

Anyone who endangers the safety and order in the winter sports area as a result of drunkenness or drug abuse may be temporarily or permanently excluded from the use of the cableways and winter sports pistes. There will be no refund of the ticket price.

Anyone who damages or contaminates DSB facilities and equipment must pay the costs of repair and cleaning. In the event of deliberate damage/contamination, we reserve the right to file a criminal complaint.

Snow sports enthusiasts who, through reckless and uncontrolled skiing, endanger one or more other persons considerably can be reported to the police or the public prosecutor's office for disturbing public traffic in the sense of Art. 237 of the Swiss Penal Code. Among other things, it is inconsiderate if, in disregard of avalanche warning signs and lights and barriers, skiers or freeriders descend slopes at risk of avalanches and thereby endanger the life or health of persons on the slopes, downhill routes or snow sports trails.

In contrast to the criminal law sanction of punishment, the civil law sanction of compensation for damages can already occur when the snow masses are released. This is the case when the person responsible for safety on the slopes or the rescue service has initiated a search for possible buried victims after the snow masses have fallen, which later proves to be unnecessary. Off-piste skiers and freeriders who ski down slopes in danger of avalanches and trigger avalanches in disregard of the warning signals violate a contractual accessory obligation and are liable to the cable car company for the damage caused thereby.

4.3. Bike transport / Freeride

By purchasing a bike transport card, the MTB Code of Honour (4.7.) is automatically accepted. Furthermore, the buyer confirms that he/she will bear the liability for any damage caused by him/her.

4.3.1. Freeride

Freeride can be dangerous. The use of the freeride slopes is at your own risk. The operators of the facilities, landowners and managers disclaim all liability.

4.3.2. The equipment is top

Helmet, gloves and bell are mandatory. We strongly recommend full face helmets and protectors. The bike should be in perfect working order.

4.3.3. Signage

Every biker / freerider follows the signals and the instructions of the track staff. Vehicles and hikers have priority at the various intersections with forest roads and hiking trails.

4.3.4. Speed

The speed should be adapted to your own ability and the difficulty of the slope. Every biker/freerider must ride on sight and stopping must be possible at any time. In case of falls, immediately clear the lane.

4.3.5. Follow the rules

The general mountain bike rules and traffic regulations also apply on the freeride piste. Non-compliance with these rules may result in exclusion from the track facilities.

4.4. Slope markings

Schatzalp

Area	Markings
Entire area	Edge Marking

4.5. FIS Rules

The 10 FIS rules of conduct apply to all snow sports guests (www.fis-ski.com):

4.5.1. Consideration for other skiers and snowboarders

Every skier and snowboarder must behave in such a way that he does not endanger or harm others.

4.5.2. Control of speed and handling

Every skier and snowboarder must ski on sight. He must adapt his speed and manner of skiing to his ability and to the terrain, snow and weather conditions as well as the traffic density.

4.5.3. Choice of lane

A skier or snowboarder coming from behind must choose his route/ lane in such a way that he does not endanger skiers or snowboarders ahead.

4.5.4. Overtaking

A skier or snowboarder may overtake another skier or snowboarder above or below, to the right or to the left, but always keeping a sufficient distance to allow the overtaken skier or snowboarder to make all his or her movements.

4.5.5. Driving in, starting and driving uphill

Every skier and snowboarder entering a piste or after a stop must make sure that he can do so without danger to himself or others.

4.5.6. Stopping

Every skier and snowboarder must avoid staying in narrow or unclear places on a slope without necessity. A skier or snowboarder who has fallen must clear such a place as soon as possible.

4.5.7. Ascent and descent

A skier or snowboarder ascending or descending on foot must use the edge of the slope.

4.5.8. Observe the signs

Every skier and snowboarder must respect the signs and markings.

4.5.9. Assistance / Aid

Every skier and snowboarder is obliged to provide assistance in case of accidents.

4.5.10. Identification requirement

Every skier and snowboarder, whether witness or involved, whether responsible or not, must give his personal details in the event of an accident.

4.6. MTB-Ehren-Codex

The 10 rules of conduct for all bikers:

4.6.1. Always wear gloves and a helmet.

4.6.2. Bikers/freeriders ride a technically perfect bike. A regular check of the equipment is essential.

4.6.3. Never overestimate your own abilities and fitness.

4.6.4. The road traffic regulations apply.

4.6.5. Plants and animals are taken into consideration and only existing roads and paths are

- used. Never drive on paths across country.
- 4.6.6. Bikers do not leave any waste in nature.
- 4.6.7. Bikers show consideration for walkers and pedestrians.
- 4.6.8. Daredevil descents are to be avoided. If hikers are approaching, speed will be reduced to an appropriate pace.
- 4.6.9. Always close gates and fences again.
- 4.6.10. Instructions and signs from police, military and forestry personnel must be followed.

5. ACCIDENT IN THE WINTER SPORTS AREA

If a ticket purchaser suffers an accident in the winter sports area, the rescue service of the DSB can be called upon. These rescue costs will be invoiced directly by the DSB on a time and material basis or will be included in the hospital / doctor's bill. In addition, third party costs may be incurred, such as ambulance transport costs, air rescue costs, etc. It is the patient's responsibility to assert any reimbursement claims against his/her insurance company.

6. RENTED ITEMS

At present, DSB offers sledges for hire. The rental of sports and other equipment is regulated by individualised rental contracts and the provisions contained therein. The GTC are always an integral part of such rental agreements concluded with DSB. The renter is liable for grossly negligent damage to the rental equipment. In case of theft, an official police report is indispensable.

7. ACCOMMODATION AND EVENTS

The separate terms and conditions of the Berghotel Schatzalp apply to the accommodation and event services of DSB

8. COMPLAINTS, LIABILITY

Any complaints by ticket purchasers concerning the services provided by the DSB must be addressed to the DSB without delay. Failure to report immediately will result in the Ticket Purchaser losing any claims against the DSB.

The DSB are liable for personal injury and damage to property caused by them or their staff in accordance with the following provisions. Subsidiarily, the relevant provisions of the Swiss Code of Obligations shall apply. Liability of DSB for damage to property and personal injury is excluded in particular in the event of accidents resulting from failure to observe instructions, i.e.

- disregarding markings and information boards, leaving the secured and controlled slopes.
- disregard of instructions and warnings given by the railway staff or the piste and rescue service.
- Disregarding warnings of avalanche hazards.
- Negligent or deliberate behaviour on lifts and ski slopes.
- Practice of high-risk sports such as freeriding, downhill biking, paragliding, etc.
- Inadequate preparation of the slopes.

In addition, the liability of DSBs is essentially based on the guidelines of the duty of safety on snow sports slopes. There is no liability for accidents outside the secured and marked winter sports pistes, unless the DSB can be accused of a grossly negligent or intentional breach of the duty of safety on the slopes, in which case any liability for accidents on hiking and sledging trails is excluded.

DSB shall be liable for personal injury and damage to property resulting from the non-fulfilment or improper fulfilment of the contract within the scope of these General Terms and Conditions and the relevant national laws. Any liability for theft in the winter sports area or for damage to property by third parties is excluded.

9. INSURANCE

The DSB recommends that all ticket purchasers provide additional insurance cover, such as cancellation insurance, travel accident and health insurance, extra return travel insurance, etc.

10. FINAL CLAUSES

Notifications by e-mail shall be deemed to have been made in writing. All contracts concluded with the DSB under these GTC shall be governed exclusively by Swiss law. The exclusive place of jurisdiction for any disputes arising from such contracts is Davos.

Davos, October 2020