

General Terms and Conditions

1. General

The General Terms and Conditions (GTC) apply to all services and products of the Engadin St. Moritz Mountain Pool (ESMP).

The ESMP includes transportation facilities at the following snow sports and recreation areas:

- Corvatsch/Furtschellas
- Corviglia/Piz Nair
- Diavolezza/Lagalb
- Muottas Muragl
- Zuoz
- Pontresina/Languard
- Samedan
- La Punt
- Maloja
- S-chanf

2. Tickets and passes

2.1 Validity

All tickets and passes are personal and non-transferable. They are only valid during the published normal operating hours and for the booked period.

2.2 Loss or theft

In the event of loss or theft of a pass with a validity period of 2 days or longer, a one-time replacement will be issued upon presentation of the purchase receipt and official identification. A processing fee of CHF 15 will be charged for the issue of the replacement card.

2.3 Misuse and forgery

Misused or forged tickets and season passes will be confiscated. Tickets and passes that are in use, but unsuitable for their use may be withdrawn. The user will be obliged to pay an administration fee of CHF 150.

We reserve the right to prosecute under civil and criminal law.

2.4 Policy governing exchanges and refunds

Tickets and passes may not subsequently be exchanged for other tickets or passes. For day and multi-day tickets, generally no refund can be claimed. In the event of illness or accident, reimbursement of season/year passes, and day-choice-tickets can only be claimed on presentation of a medical certificate of a doctor resident in the Upper Engadin for the period of validity of the subscription. In general, the calculation of the refund amount will be based on the medical certificate. If the pass is used again later, any claim for a refund will be reduced in line with the date of last use. Tickets valid for one day or less will not be refunded. Any refund claims must be made within 30 days after the event occurs, or, in the case of annual passes, before the expiry date thereof.

The customer is free to purchase a corresponding insurance cover from the companies of the ESMP or third parties.

The customer is not entitled to a refund in cases where the operation is discontinued in whole or in part due to bad weather, force majeure (e.g., natural hazards, avalanches), technical faults, power interruptions (these e.g., due to breakdowns, force majeure or due to electricity not being available in sufficient quantities), due to officially ordered requirements to save electricity, for reasons of safety or similar.

2.4.1 Special provision

If all ESMP transport facilities are closed at the same time (e.g., due to a mandatory official closure of all transport facilities as a result of e.g. a pandemic or a power shortage), a refund or partial refund of the sales price of tickets and season tickets will only be made in the form of a voucher or by extending the validity. A voucher can only be redeemed for a subsequent purchase of a ticket or subscription to the ESMP. Cash payment is excluded. The voucher is valid for 540 days (i.e., 1 ½ years) from the date of issue.

The reimbursement (partial reimbursement) will be calculated using the following formula:

Purchase price ÷ Validity period (in days) × number of days of officially mandated closure.

A retrospective reimbursement for tickets or passes is not possible if these were purchased after the closure ordered by the authorities. Similarly, no reimbursement will be made for flexible multi-day passes and all tickets and season passes that are not sold in the ticket shop for end customers.

Tickets and passes do not need to be deposited in the event of a pandemic and can continue to be used until the end of their period of validity once the officially mandated closure has been lifted.

Claims for reimbursement must be made no later than 30 days after the onset of the event, or before the expiry of the validity of the ticket or season pass.

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2.5 Cost

The currently applicable tariffs and the scope of validity for tickets and passes are published on www.engadin.ch/de/berge.

2.6 Data carriers

Customers may be required to purchase, at a charge, a reusable electronic data carrier for contactless access to the lift facilities and ski slopes. In return, the ESMP undertakes to repurchase undamaged data carriers for the same price at any point of sale within 72 hours of the expiry of the ticket or pass on the data carrier.

3. Exclusion from transport

3.1 General

Persons may be barred from transport, if they:

- are drunk or under the influence of drugs;
- behave in an improper manner, or
- act in violation of the code of conduct or fail to follow the instructions of personnel with respect to proper use and conduct.

If the incident is repeated, or of a serious nature, the ticket or pass may be withdrawn.

3.2 Transport for the purpose of engaging in a sport

If weather conditions are unsuitable, particularly if there is a risk of avalanches, visitors may be prohibited from using transport facilities for the purposes of sporting activities.

Furthermore, visitors may be prohibited from using the transport facilities if they present a risk to third parties immediately before the intended transport and if there is reason to assume that they will continue to endanger third parties.

A third party is considered to be at risk if the customer concerned:

- has behaved in a reckless manner;
- has used a ski-run at risk of avalanche;
- has ignored instructions and prohibition signs designed to ensure safety;
- has disregarded the safety directives of the supervisory personnel and emergency rescue services.

The above list is not intended to be exhaustive.

The transport of sports and leisure equipment may be excluded, in particular, for technical reasons, safety-related reasons, or to comply with higher-level regulations.

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4. Photo/video recording

It should be noted that photographs and video recordings may be made for the purposes of operational security and access monitoring.

5. Liability

As far as permissible, the liability of the ESMP and the affiliated companies shall be limited to gross negligence and wilful misconduct.

6. Rescue service

If the customer has an accident on any of the regions forming part of the ESMP and the rescue service needs to be called out, the customer will be charged for the costs incurred (personnel, material and third-party costs). Additional costs for third parties (i.e. Swiss Air Rescue, doctor's visits) must be paid for directly by the customer. The customer must make any claims for reimbursement through his or her insurance company.

7. Liability resulting from non-compliance with instructions

Off-piste skiers and freeriders who ski down avalanche-prone slopes and trigger avalanches in disregard of warning signs are in breach of a secondary contractual obligation and are liable to the mountain cableway enterprise for the damage caused as a result of their actions.

8. Data protection

By purchasing a ticket and/or opening a customer profile, or by subscribing to a newsletter of one of the companies of the ESMP, the customer actively agrees that the companies of the ESMP may store their personal, sales and usage data and use them for statistical and advertising purposes. Upon request, the customer has the right to view the data stored on their profile, to have it corrected and – insofar as this data is not required legally or in connection with the above provisions – to have it deleted.

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9. Final provisions

Please refer to the "ENGADINcard 365"/"PIZcard 365" General Terms and Conditions for the specific provisions relating to the "ENGADINcard 365 and PIZcard 365" product. These form an integral part of these General Terms and Conditions.

The contract between the customer and the ESMP is exclusively subject to Swiss law.

The legal venue is exclusively St. Moritz.

St. Moritz, 01. September 2022

Engadin St. Moritz Mountain Pool

General Terms and Conditions for the "ENGADINcard 365" and "PIZcard 365"

1. General

These General Terms and Conditions are a supplement to the General Terms and Conditions (GTC) of the Engadin St. Moritz Mountain Pool (ESMP).

2. Purchase of the "ENGADINcard 365" or "PIZcard 365"

Point of sale, or online

The "ENGADINcard 365"/"PIZcard 365" can be purchased at a staffed point of sale, or online. The contractual partner must sign the GTC for the "ENGADINcard 365" and "PIZcard 365" upon completion of the purchase. Online, the contract is concluded by accepting the General Terms and Conditions.

3. Contract term and termination

The contract comes into force with the signature or the online purchase and is valid for an indefinite period. The respective validity period is 365 days. Unless expressly agreed otherwise, the period of validity shall commence on the date of conclusion of the contract.

The contract may be terminated at any time by giving one month's notice before the end of the validity period of the "ENGADINcard 365"/"PIZcard 365". The notice of termination must be given in writing to the Engadin St. Moritz Mountain Pool.

Notice period example:

Validity "ENGADINcard 365"/"PIZcard 365":

12. July 2022 to 11. July 2023

Last possible date for termination: 11. June 2023 (postmark)

If the "ENGADINcard 365"/"PIZcard 365" is not cancelled, it will be extended automatically for a further validity period of 365 days. A reduced price is applied for this further period of validity (renewal discount). However, if the contract is terminated and a new contract is concluded at a later date, the entitlement to the reduced price (renewal discount) will lapse.

All other termination or suspension options for the "ENGADINcard 365"/"PIZcard 365" are excluded, with the exception of those in Section 5 below. Any reimbursement shall be made exclusively in accordance with the General Terms and Conditions of the ESMP.

The ESMP reserves the right to terminate the contract at any time in justified cases.

4. Payment

Upon conclusion of the contract, the contractual partner undertakes to pay all amounts outstanding in due time. The contractual partner will be charged the invoice amount for the next validity period 1 month before the expiry of the validity period via the stored payment method or, alternatively, invoiced. For a further period of validity, the invoiced amount must be paid before the beginning of the next period of validity, otherwise the contractual partner will be in a state of default without a reminder.

The contractual partner will be in a state of default without a reminder if they fail to pay on time. If the contractual party is requested to pay with a reminder due to a delay in payment, a CHF 15.00 fee will be charged. Additional collection fees may be charged in the event of a debt collection process. In all cases, the ESMP reserves the right to charge the effective interest on any arrears from the due date in accordance with Art. 104 of the Swiss Code of Obligations. The ESMP reserves the right to assign its claims to third parties. If the contractual partner is in default of payment to the ESMP, the ESMP is entitled to block the "ENGADINcard 365"/"PIZcard 365" at any time.

If the "ENGADINcard 365"/"PIZcard 365" is purchased in the webshop, the special payment conditions of the respective collection partner apply.

5. Tariff changes

Prices and services may be changed at any time. The ESMP will notify the contractual partner in a suitable manner, in advance, of any changes to the tariffs. If the changes are detrimental to the contractual partner, he or she may terminate the contract until the date on which the change comes into force. If he or she fails to do so, he or she will be deemed to have accepted the changes. Any price changes shall become effective and binding for the contractual party with the next invoicing.

The price of the "ENGADINcard 365"/"PIZcard 365" may change due to applicability in a higher age category. The tariff applicable is the tariff for the relevant age group on the first day of validity of the respective validity period.

St. Moritz, 01. June 2022

Engadin St. Moritz Mountain Pool