

## 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 Tickets and passes that are in use, but unsuitable for their use may be withdrawn.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 be exchanged retrospectively for different tickets or passes. Generally, no reimbursements may be claimed for one-day and multi-day tickets. In the case of season/annual passes and flexible multi-day passes, reimbursements will only be made in the event of illness or accident, but only on presentation of a medical certificate for the period of validity of the pass. In principle, the calculation of the exact reimbursement amount will be based on the medical certificate. If the pass is used again at a later date, any entitlement to a reimbursement will be reduced to the date of its last use. Any claims for a refund 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 pass.

Customers are free to take out appropriate insurance cover with companies in the ESMP, or with third parties.

If operations are completely or partially shut down due to bad weather, technical faults, power outages, safety-related reasons or force majeure (e.g. avalanche danger) or similar, the customer will have no entitlement to any reimbursement.

### 2.4.1 Special provision concerning pandemics

A reimbursement (partial reimbursement) of the purchase price of tickets and passes that cannot be used due to an officially mandated closure of all the transport facilities of the Engadin St. Moritz Mountain Pool (ESMP) (see Section 1) will take the form of a voucher, or an extension to the period of validity. A voucher may only be redeemed when purchasing an ESMP ticket or pass at a later date. A cash repayment is not possible. The voucher will remain valid until the end of the following winter season (31.05.) or until the end of the following summer season (31.10.).

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

**Purchase price ÷ validity period (in days) x 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 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 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](http://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. June 2022

**Engadin St. Moritz Mountain Pool**