

General Terms and Conditions

1. General

These terms and conditions apply to all services and products of Engadin St. Moritz Mountain Pool (ESMP).

ESMP includes the transport systems for the following snow sports and excursion areas:

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

2. Tickets and passes

2.1 Validity

All tickets and passes are personal and not transferable. They are only valid during the normal published operating hours and for the booked period.

2.2 Loss or theft

In case of loss or theft of a pass with a validity period of 2 days or longer, a replacement will be issued on one occasion only and upon presentation of the sales receipt and an official identity document. The replacement card will incur a processing fee of CHF 15.

2.3 Misuse and forgery

Misused and forged tickets and passes will be confiscated. Tickets and passes that are in use but which are not suitable to be used can be withdrawn. The user will have to pay an administration fee of CHF 150

The right is reserved to take civil or criminal enforcement measures.

2.4 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 at a later date, 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, technical problems, power interruptions, for reasons of safety or force majeure (e.g. avalanches), or similar.

2.4.1 Special provision concerning pandemics

A reimbursement (partial reimbursement) of the purchase price of tickets and season 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 exclusively take the form of a voucher. This voucher may then be redeemed when purchasing an ESMP ticket or season pass at a later date. A cash payment is not possible. The voucher will remain valid until the 31.05 of the following winter season.

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

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

No reimbursement will be issued for the Engadin Pass or the Piz Engiadina Card if they were purchased after the official closure date. 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 subscriptions 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 Tariffs

The current relevant tariff regulations and the information as to the applicability of tickets and passes are published on www.engadin.stmoritz.ch/berge

2.6 Data carriers

The customer may be required to purchase a reusable electronic data carrier for contactless access to facilities and pistes. In return, ESMP undertakes to buy back, at the same price and at any point of sale, any undamaged data carriers within 72 hours after expiry of the validity of the ticket or pass it contains.

3. Exclusion from transport

3.1 General

Any person may be excluded from transport who:

- is drunk or under the influence of drugs;
- behaves in an improper manner or who
- does not follow the rules of conduct, or the provisions governing use, or instructions from staff based on these.

In cases of recurrence or in serious cases, revocation of the ticket or pass may ensue.

3.2 Transport to sports activities

Persons may be excluded from transport to sports activities in cases where weather conditions are not suitable for engaging in such sports activities, especially where there is avalanche risk.

Persons may also be excluded from transport to sports activities if they endanger third parties immediately prior to such transport and there is reason to believe that they will continue to endanger third parties.

A person especially puts third parties in danger when such a person:

- behaves recklessly;
- goes onto a slope that is exposed to avalanches;
- disregards safety-related instructions and prohibition notices;
- defies safety-related directives by supervisory and rescue services.

The foregoing list is not exhaustive.

The transport of sports and leisure equipment can be excluded in particular for technical reasons, safety issues or to abide by overriding provisions.

4. Pictures and video files

It should be noted that for purposes of operational security and access controls pictures can be taken and video files can be created.

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5. **Liability**

To the extent permitted, the liability of ESMP and the affiliated enterprises to negligent and culpable conduct is limited.

6. **Rescue services**

Should the customer have an accident in the area covered by ESMP and, as a result, the emergency services have to be summoned, the customer will be invoiced for the costs (labour, materials and costs of third parties) incurred. Third party costs (e.g. Rega, doctor) are to be paid directly by the customer. Customers should make any claims for refund directly to their insurance providers.

7. **Privacy**

By purchasing a ticket and/or opening a customer profile or subscribing to a newsletter of one of the companies of the ESMP, the customer actively agrees that the companies of the ESMP save the personal, sales and usage data and can use it for statistical and promotional purposes. Upon request, the customer has the right to view, correct and – if these are not required by law or according to the conditions mentioned above – to have deleted the data saved on his profile.

8. **Applicable law and place of jurisdiction**

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

The exclusive place of jurisdiction is St. Moritz.

St. Moritz, 1st October 2020

Engadin St. Moritz Mountain Pool