



TARIFF AND TRANSPORT REGULATIONS FOR SUMMER 2023

ALETSCHE BAHNEN AG (ABAG)

Preamble

These Tariff and Transport Regulations shall apply during the summer season 2023 (1.5.2023 to 31.10.2023). Separate Tariff and Transport Regulations apply for the winter season (from 1.11.2023).

Scope

These Tariff and Transport Regulations apply to all services and products provided by Aletsch Bahnen AG (ABAG) in connection with passenger transport during the period from 1.5.2023 to 31.10.2023.

By purchasing a mountain railway product of Aletsch Bahnen AG, the Client acknowledges the following Tariff and Transport Regulations and takes note of the service description set out below.

Please note the applicable Booking Conditions as well as the Data Protection Regulations and the Terms and Conditions of Use of the shop.aletscharena.ch website and read these carefully.

General conditions

- All journeys outside the official operating times are not included in the mountain railway products.
- For the purchase of discounted tickets (children, young people, Half Fare Travelcard, GA Travelcard, etc.), official identification stating the date of birth is required and must be presented even if it is not requested. No fares other than the normal fare will be granted if the relevant identity documents are not presented.
- ABAG reserves the right to alter prices and timetables, brochure and webshop details and service descriptions at short notice.
- All prices are in Swiss francs and include VAT at 8%.
- If payment is made in euros, the respective daily exchange rate applies.



- Please check your change immediately; mistakes cannot be rectified later.
- If tickets are issued on Key Cards, a deposit of CHF 5 will be charged. The deposit will be refunded upon return of the Key Card. If the Key Card is damaged, the deposit will not be refunded. The Key Card can be reloaded as often as necessary at ABAG sales outlets and on the web shop.
- At shop.aletscharena.ch, you can buy tickets at the current daily price.

Instructions of the personnel

- The instructions of ABAG personnel must be followed at all times. Safety and warning information displayed and barriers, etc., must be adhered to at all times.
- Any reckless behaviour or endangerment of third parties (in particular disregard of signals, instructions and barriers, forest and wildlife sanctuaries) will result in the immediate withdrawal of the ticket without compensation. For holders of half-day, one-day, or multi-day passes, compensation of CHF 200 will be due for costs and expenses if the pass is withdrawn. For season and annual passes, compensation of CHF 400 will be due for costs and expenses.
- For security reasons, the use of drones in the area of the stations and railway installations is prohibited. In addition to this, the privacy of all persons in the ABAG development area must be respected. Without the official approval of ABAG, drones may not be operated within 100 metres of a crowd or in the areas listed above. In any event, the legal provisions must be complied with at all times.
- ABAG refers to art. 60 of the Ordinance on Passenger Transport (PTO) whereby transport for the purpose of practising sport may be refused if the weather conditions for practising this sport are unfavourable, in particular if there is risk of avalanche. ABAG may refuse a person transport for the purpose of practising a sport or withdraw their ticket in the event of repeated infringement or in serious cases if the person concerned puts third parties at risk immediately before the intended transport in the area served by the company and if there is reason to assume that they will continue to put third parties at risk.

Third parties are considered to have been put at risk if the person in question:

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- has behaved recklessly;
- has ridden on a slope on which there is a danger of avalanche;
- has ignored warning and prohibition signs that serve to ensure safety;
- has failed to comply with the safety instructions of the supervisory or rescue services.

Exchange/refund

- Once purchased, tickets cannot be exchanged, modified or returned/refunded.
- In particular, there is no entitlement to exchange, modification or return/refund in the event of interruptions of service or restrictions due to force majeure in any form (such as bad weather, interruption of services, restrictions to or cessations of services by order of a public authority, etc.) or if the reasons for non-use of a ticket are attributable to the client (such as premature departure etc.).
- If the service or part of the service cannot be used due to accident, illness or death, a pro-rata refund of the unused service may be provided if a certificate from a doctor in the region or a hospital report from an Upper Valais hospital is presented.
- The refund is calculated based on the percentage share of the service not used or service booked due to accident, illness or death. Additionally, an administrative fee will be charged.
- Loss of tickets: when purchasing a ticket (except single tickets), the buyer receives a sales receipt/blocking code. Lost tickets can only be replaced on presentation of this receipt.
- The operating times communicated for the transport systems are for information purposes only. Adherence to them is subject to weather conditions. ABAG reserves the right to close individual facilities in the event of low visitor traffic or bad weather conditions.

There is no entitlement to exchange, modification or return/refund in this case.

- If a guest's clothing is soiled by an ABAG lift facility, Aletsch Bahnen AG will clean or replace the clothing at its own expense. The soiling must be reported in person and directly to an employee at the nearest lift facility. The sum reimbursed is calculated based on the condition the garment is received in. The life expectancy of clothing is considered to be a maximum of 4 years. For older items of clothing, there is no entitlement to reimbursement.



Checks / Abuse / Forgery

- All tickets such as multi-day, season and annual passes are personal and non-transferable. The transfer of any ticket to a third party, whether free of charge or in return for payment, is prohibited and shall be considered abuse. Reduced tickets are only valid with a discount card, which must be presented during checks.
- Actions by a guest which aim to unlawfully enrich the guest or another person and/or damage the property or other rights of the transport company shall be considered abuse.
- In particular, examples of forgery include tickets or receipts that have been created, modified, reproduced, supplemented or otherwise manipulated, such as erasures, without authorisation.
- Misuse or forgery will result in the immediate withdrawal of the ticket and compensation of CHF 200 (or CHF 400 for season or annual tickets) will be due for costs and expenses. We reserve the right to take civil or criminal measures in the event of misuse or forgery of tickets.
- Persons who do not immediately pay the administrative charge for costs and expenses must provide a guarantee.
- Attempting to misuse tickets carries the same consequences.

Liability

- Any complaints from ticket holders regarding the provision of services by ABAG must be addressed immediately to ABAG in writing. If no immediate notification is made, any claims against ABAG shall be forfeited to the extent permitted by law.
- ABAG shall be liable for personal injury and damage to property caused by it or its personnel in accordance with the following provisions. The relevant provisions of the Swiss Code of Obligations also apply on a subsidiary basis.
- To the extent permitted by law, ABAG's liability is limited to grossly negligent and deliberate actions.
- However, ABAG's liability for damage to property and personal injury shall be excluded to the full extent permitted by law in the event of individual misconduct, in particular as a result of:

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1. Failure to follow instructions, i.e. disregarding markings, barriers and notice boards.
 2. Disregarding instructions and warnings from the personnel.
 3. Negligent or intentionally non-compliant behaviour on lifts.
 4. Practising high-risk sports, such as downhill biking, paragliding, etc. For ABAG services (e.g. scooters, mountain carts, etc.) please refer to the relevant rental contract/declaration of consent.
 5. Mountain biking on any hiking or biking trail, as well as on cycle paths and roads.
- Any liability is also excluded in the following cases, as far as legally permissible:
 1. Accidents on hiking trails
 2. Theft in the area, personal injury or damage to property by third parties
 - Furthermore, ABAG's liability is essentially governed by the guidelines of the Obligation to Ensure Safety for Summer Activities. However, the limitations of liability mentioned above are reserved in all cases.
 - Each passenger is responsible for the proper transport of sports equipment (e.g. bikes) and luggage. In the event of damage or loss as well as endangerment of third parties through improper transport, any liability is excluded to the extent permitted by law.
 - Persons who damage or dirty ABAG's installations, vehicles or other equipment must pay the repair or cleaning costs. Deliberate damage will also be prosecuted.
 - Passengers must not behave in a way that may threaten the safety of other passengers or the installation, or damage the environment. Under no circumstances may they interfere with company operations. Their behaviour must be in keeping with the ABAG Code of Conduct.

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Contractual parties, applicable law and place of jurisdiction

- The contractual relationship between Aletsch Bahnen AG and its guests, including the conclusion and validity of the contract, is governed exclusively by Swiss law, without recourse to conflict of laws standards.
- The sole place of jurisdiction for any disputes is Brig.
- The application of the “Vienna Sales Convention” (CISG) is expressly excluded.

Bettmeralp, 1 June 2023