

## General information

- With the purchase of a Top4 Season Sportpass, the Customer accepts the terms and conditions below and acknowledges the following service description.
- Sportpasses are personal and non-transferable.
- Sportpasses entitle the user to unlimited use of the transport companies as well as snowsports runs in the respective ski region: **Jungfrau Ski Region** including Bernese Oberland Railways, Grindelwald Ski Bus Network, Lauterbrunnen local bus lines, TV Libero zones 750, 820, 821 and 822 and valid for school and professional trips within this scope of validity. **Gstaad**, represented by Tarifverbund Gstaad GmbH (excl. public transport), **Adelboden-Lenk ski region** incl. Gilbach to Gells bus line. Excluding public transport & local buses. Not valid for school and professional trips within this scope of validity. The ski areas of Oeschinensee, Sunnbühl and Jaunpass are not part of the Top4 ski pass. Accordingly, the Top4 passes are not valid in these regions. **Meiringen-Hasliberg mountain railways** including Meiringen ski bus, Brienz-Brunig-Hasliberg Reuti post car, Guttannen-Innertkirchen and Gadmnen-Innertkirchen post car, Geissholz-Meiringen-Unterbach post car line. Not valid for school and business trips on all bus and post car lines.
- Sportpasses are not valid for extra and evening trips. The Sportpass is only valid for regional additional services if this is expressly announced or a special offer is created.
- The season Sportpass is valid from 1 December to 30 April. In addition, the season Sportpass is valid in November on days with ski operation at the respective facilities in the corresponding ski region. The daily operating hours are published on the respective transport facilities on site.
- The Sportpasses include special services for snow sports enthusiasts on pistes and service facilities (chairlifts, ski lifts, etc.) that have been officially designated and announced as open. The opening hours for slopes and lifts are determined by the operating companies in accordance with snow and weather conditions, and their decisions are binding on Sportpass holders. If Sportpasses are used outside the stated operating hours for the facilities, then their validity extends only to personal transport on scheduled transport. The use of closed snowsports runs is prohibited; abuse constitutes gross negligence because, on facilities with this status, there is no assurance of marking, safety and rescue, which entails a higher risk of accident and potentially even a danger to life.
- Sportpasses must be produced without being asked to do so when using transport companies without an electronic reader device. If the ticket has been purchased online, the guest provides documentation by means of a printed confirmation of purchase. Identification must also be carried at all times together with the confirmation of purchase.
- A photo is required to create the season Sportpasses. The electronically captured personal data are stored in a database. When passed over the electronic reader devices, the holder's photograph appears on an internal computer.

## Safety on the slopes

- The FIS rules and SKUS guidelines must be observed.
- Obey the piste and rescue services instructions.
- Outside the train operating times and after final inspection has been completed, the slopes and runs are closed and thus off-limits.
- A Sportpass may be confiscated for reckless behaviour, in particular disregard of FIS regulations, signals, directives and barriers as well as skiing/snowboarding in forest and wildlife-protection areas or on avalanche endangered slopes. This also applies if the official or operational requirements in connection with Covid-19 (pandemic requirements) are disregarded.
- If the customer has an accident in one of the ski areas and the rescue service of the mountain railway companies has to be called, then the customer will be charged a maximum amount of CHF 260 plus material costs in the event of a regular rescue on the slope. Third party costs (helicopter transport, doctor, Alpine rescue, etc.) must be paid directly by the customer. Any reimbursement claims against accident insurance are the responsibility of the customer. When purchasing the Top4 subscription, insurance<sup>1</sup> can be taken to cover this risk.

## Exchange/refund

- After the skipass has been purchased, it is no longer possible to withdraw from the contract, there is no claim to a refund or exchange of the Sportpass.
- If the participating companies cannot fulfil their obligations under the transport contract as a result of circumstances that they are unable to avoid, temporarily or permanently until the end of the season, the buyer of the Top4 subscription will not be entitled to any claims against them. In particular, there is no entitlement to a refund in the event of technical interruptions to operations and closure of the ski areas or parts of ski areas due to weather conditions, lack of snow, danger of avalanches, early snow melt on the ski slopes, officially ordered closures (subject to the provision in clause 18 on pandemics), etc. Special events can result in certain parts of the ski area being closed off and a spectator sector being established. The Sportpass does not grant access to such events.
- The specified operating hours of the winter sports lifts are for informational purposes only. Compliance with these times requires appropriate snow and slope conditions.
- In the event of an accident and illness, there is no entitlement to ticket refunds. When purchasing the Top4 subscription, insurance<sup>1</sup> can be taken to cover this risk. The possibility of a subsequent conclusion of insurance is excluded after the first use of

the pass. If you forget or lose the Top4 season pass, a new copy will be created. A proof of purchase is required for this. Otherwise, it is incumbent on the buyer to prove in another way that he or she was the holder of the card.<sup>1</sup>

- A handling fee of CHF 5 will be charged. In exceptional cases, further fees may be charged by the individual ski regions.
- In the event of an officially mandated closure, voluntary closure or partial closure due to a pandemic, epidemic epidemic or other event including electricity shortages, including a power shortage, the holder of a Top4 season pass at the time of notification will receive a pro rata refund, i.e. the non-usable days will be refunded in relation to the season period. In this case, the season period is considered to be 1 December 2023 – 1 April 2024. In the event of a purchase during or after a lockdown or ordered official or voluntary closure or partial closure of the ski area, there can be no claim for a refund for already announced or past closures, but only for future closures. The refund will only be granted if the ski resorts have to close in the entire Top4 area of validity for a period of at least 8 consecutive days. Closures of 7 consecutive days or less do not entitle you to a refund. The number of ordered closures is irrelevant in connection with a refund. If systems remain in operation, there is no right to a refund. The refund is generally made in cash. The customer is responsible for claiming the refund; Top4 or its partners are not obliged to actively draw the customers' attention to it. The refund can be claimed by 30 April 2024, after which the claim expires.
- If the official regulations for mountain railways and/or winter sports areas change with regard to the coronavirus protection measures (e.g. introduction, change of 3G or 2G certificate obligation etc.), the corresponding implementation by Top4 or its partners does not entitle the customer to withdraw from the contract. There is therefore no entitlement to the return or exchange of Top4 passes, and refunds are excluded.

## Control/misuse/falsification/customer data

- Those who are unable to provide a valid Sportpass at the checkpoint must pay for a day pass at the normal rate and will be treated as a traveller without a valid ticket according to fee schedule 600.5. If the guest was in the possession of a valid pass at the decisive moment, a refund for the amount of the day pass can be made within seven days. There is also a processing fee of CHF 5. In exceptional cases, further fees may be charged by the individual ski regions.
- Behaviour of a guest with the intention of unlawfully enriching himself or another person and/or damaging the transportation companies' assets or other rights is considered abuse.
- Falsifications are Sportpasses which have been produced by an unauthorised person, amended or otherwise manipulated or show signs of erasure.
- Misused, counterfeit or blocked Sportpasses shall be confiscated. An ordinary day Sportpass must be purchased. In case of misuse, a surcharge of CHF 200.00 will also be charged. For falsification, this surcharge is CHF 400.00. Passenger tariff 600.5 applies for rail travel.
- Those unable to pay the aforementioned amounts immediately must provide a guarantee. Otherwise, the guest may be expelled from the ski area. If a guarantee is issued, payment must be made within three days. Otherwise, the case will be forwarded to the office and other fees may be charged.
- Attempted improper use has the same consequences.
- Rights to civil and criminal prosecution remain reserved.

## Data protection and customer data

- The companies involved have undertaken to comply with the respective applicable data protection legislation when handling and processing all customer data as well as customer usage data. Customer data is only used to maintain and improve customer relationships, quality and service standards, to maximise operational security, or for sales promotion, product design, crime prevention, key economic data and statistics as well as billing. The customer hereby acknowledges and accepts that in the event of a joint provision of services in cooperation with third parties, the participating companies in the Top4 subscription are entitled to make customer data available to the relevant third party to the extent necessary for the performance of the services. The disclosure of customer data to third parties is furthermore only permitted with the express consent of the customer. An exception applies only if the companies involved are legally obliged to pass on personal data to third parties. Personal data without statutory or business process-related retention periods will be archived for 1,080 days/3 years after the last purchase or after the last used season as of 1 May. If, in individual cases, there is an interest worthy of protection, namely in connection with accidents or criminal acts, they may continue to be stored until conclusion. You can get in touch with our internal Data Protection Officer if you have questions or suggestions on data protection. Either by post at: Jungfrau Ski Region, Datenschutz, Harderstrasse 14, 3800 Interlaken or by e-mail to [datenschutz@jungfrau.ch](mailto:datenschutz@jungfrau.ch). We have a data protec-

<sup>1</sup> The insurance is taken out by the Top4 holder with the skipass insurer Solid AB, Route de la Fonderie 2, 1705 Freiburg ([www.skicare.ch](https://www.skicare.ch)). The provisions of Solid AB apply when taking out an insurance policy. Top4 is a reseller. Subsequent insurance policies are excluded after the skipass has been used for the first time. Withdrawal is not possible. Receivables from Solid AB are to be coordinated by the Top4 pass holder directly with Solid AB and cannot be settled via Top4.

tion representative in the EU as a contact point for supervisory authorities and data subjects in accordance with Art. 27 GDPR. By post: Stefan Fischerkeller – Deutsche Datenschutzkanzlei, Dr. Klein-Str. 29, DE-80669 Tettmang or by e-mail to [anfragen@ddsk.de](mailto:anfragen@ddsk.de).

#### Applicable law and place of jurisdiction

28. Several providers form a joint subscription network under the Top4 brand: **Jungfrau Ski Region:** Firstbahn AG, Gondelbahn Grindelwald-Männlichen AG, Luftseilbahn Wengen-Männlichen AG, Wengernalpbahn AG, die Schilthornbahn AG, Bergbahn Lauterbrunnen-Mürren AG, Berner Oberland-Bahnen AG, Jungfraubahn AG, Grindelwald Sports AG, Skilift Bumps AG, Genossenschaft Skischule Wengen. **Tarifverbund Gstaad GmbH:** Bergbahnen Destination Gstaad AG, Wassengrät 2000 AG, Skilift Rohrbrücke Brüchli AG and Genossenschaft Skilift Heiti. **Adelboden-Lenk ski region:** Bergbahnen Adelboden AG, Genossenschaft Lenk Bergbahnen, Tschentebahnen AG, Engstligenalp AG, Elsisenalp-Bahnen AG, Skilifte Metschalp AG. **Meiringen-Hasliberg Mountain Railways AG.** These General Terms and Conditions are drawn up by the Top4 tariff association and apply to all member companies for the Top4 product. All companies are

individually responsible for the operation of their installations and pistes. The transport contract is completed directly between the customer and the respective transport installation operator, which is responsible for proper provision of the appropriate services. It also provides for the required technical maintenance of the installation and has the legal obligation to maintain safety (piste and avalanche service). Liability issues, in particular concerning skiing accidents, are accordingly dealt with by the company on whose terrain or installation the incident occurred.

29. The contractual relationship between the Top4 tariff association and its customers, including the question of the conclusion and validity of the contract, is subject exclusively to Swiss Law.
30. For the determination of jurisdiction, the registered office of the respective point of sale applies. For Sportpass purchases via the internet, the office of the Top4 tariff association in Interlaken, Switzerland is the sales point.
31. The application of the Vienna Convention on the International Sale of Goods (CISG) is expressly excluded.

Version October 2023

## The Top4 ski areas

### Adelboden-Lenk ski area

Over 189 kilometres of slopes, the Adelboden-Lenk ski area offers skiing fun and internationally outstanding quality for beginners and advanced skiers alike at every turn. The Vogellisi slope and the Funslope Bülberg guarantee action and fun, as do the three different ski cross parks, the two ski movies and the sledging park. And for freestylers, the popular fun park Gran Masta Park on the Hahnenmoos with various jumps and rails offers the adrenaline kick they are looking for. Non-skiers are also spoilt for choice: 190 km of winter hiking trails, ten different toboggan runs or 118 km of cross-country ski trails (valid trail pass required).

[www.adelboden-lenk.ch/en/](http://www.adelboden-lenk.ch/en/)

### Meiringen-Hasliberg ski area

Variety is guaranteed in the Meiringen-Hasliberg ski area. 60 kilometres of slopes, seven kilometres of sledging trails, 25 kilometres of hiking trails, cross-country ski trails, as well as the Skihisilland practice area await visitors of all ages. Special highlights are the night events, which take place every Friday from mid-January to mid-March and every Wednesday during the sports holidays. Night skiing takes place on the illuminated Mägisalp-Bidmi slope and night sledging on the unit Mägisalp-Bidmi toboggan run. The Hasliberg ski centre is a fast-paced ski resort with permanently installed safety nets as well as mobile equipment, timing scale, snowmaking systems and loudspeakers. The perfect conditions for exciting company or club races. [www.meiringen-hasliberg.ch](http://www.meiringen-hasliberg.ch)

### The Jungfrau Ski Region

210 kilometres of slopes against the world's most famous backdrop of the Eiger, Mönch and Jungfrau – the Jungfrau Ski Region offers everything that the winter sports enthusiasts could wish for: Sporty downhill runs on the original World Cup track of the legendary Lauberhorn Races; wide, gentle or steep slopes as well as various Snow Fun Parks. Freestylers will find top conditions in the Grindelwald-First area with the Grindelwald-First Snowpark and one of the few superpipes in Switzerland. The Schilthorn area is the Mecca of freeriding and offers many phenomenal freeride runs like the famous «Totenkopf». For winter hikers and sledging fans, there are over 100 km of prepared trails with the classics Fauthorn, Eigerrun with night sledging, Rita's Speedrun and Apollo. Events such as the International Lauberhorn Races, Inferno Races and SnowpenAir complete the offer. [www.jungfrau.ch/en-gb/](http://www.jungfrau.ch/en-gb/)

### Gstaad ski area

180 kilometres, slopes at 2,100 metres above sea level, family village ski lifts and almost never-ending descents: welcome to the Gstaad ski area! The region scores highly with its well-groomed and wide slopes, child-friendly facilities, a varied snow park and the «Tiger Run» – the steepest and most spectacular piste in Gstaad. Numerous first-class winter events offer variety every week. Strong emotions on and off the slopes.

[www.gstaad.ch/en/](http://www.gstaad.ch/en/)



## Skipass insurance

The Top4 winter Sportpass will not be refunded in the event of illness or accident. It is therefore recommended to take out insurance when purchasing the skipass. Insurance costs: CHF 63/season

In the event of an accident or illness, the following will be refunded to you on a pro rata basis:

- Refund of the skipass
- Refund of ski lessons
- Refund of ski hire
- More information: [www.skicare.ch](http://www.skicare.ch)

The insurance cannot be taken out retrospectively after the skipass purchase.

## Refund

In the event of an officially ordered closure or voluntary closure or partial closure due to a pandemic, epidemic or other event, the holder of a Top4 season pass identified at the time of the announcement will receive a refund «pro rata temporis», i.e. the non-usable days will be refunded in proportion to the season duration. The season duration in this case is the period 1 December 2023 – 1 April 2024. The refund is only granted if the ski areas have to close for a period of 8 consecutive days in the entire validity area of Top4. Closures of 7 consecutive days or less do not qualify for a refund. The number of ordered closures is irrelevant in connection with a refund. In the event of a purchase during or after a lockdown or ordered official closure or partial closure of the ski area, there is no entitlement to a refund for the already announced or past closure but only for future closures.

If the official regulations for mountain railways and/or winter sports areas change with regard to the Corona protection measures (e.g. introduction, change of certificate obligation 3G or 2G etc.), the corresponding implementation by Top4 or its partners does not entitle the customer to withdraw from the contract. There is therefore no entitlement to the return or exchange of Top4 passes and no refunds will be made is excluded.