

GENERAL TERMS AND CONDITIONS OF SALE

1. Object

These General Terms and Conditions of Sale (hereinafter: GTCS) govern the rights and responsibilities of the parties in connection with the sale of the Liberty Pass product, offered by the tourism organisation Association Touristique Porte des Alpes, headquartered at Avenue Centrale 140, 1884 Villars-sur-Ollon (hereinafter: ATPDA).

ATPDA reserves to make changes to these GTCS at any time and without prior notice.

2. Purchase

Any purchase of the Liberty Pass product implies acceptance of these GTCS by the buyer.

The sales contract shall be deemed concluded at the time of purchase.

The buyer undertakes to provide complete details at the time of purchase and to pay the asking price in case of payment upon invoice.

3. Description

The Liberty Pass is available for 1 day, 6 consecutive days or for the entire season. It includes the use of certain facilities of Centre des Sports de Villars SA (swimming pool and wellness, ice-rink, pump track/skatepark, fitness, squash, tennis and the Poub'bloc indoor climbing wall), the trains from Gryon to Villars and from Villars to Bretaye, the Roc d'Orsay and Les Chaux (Barboleuse) cable cars as well as the Villars-Gryon cross-country ski pass for the 6-day and season options. A special offer for the Bowling Sports Bar is also available with this pass.

3.1 Special terms and conditions

3.1.1 Centre des Sports de Villars SA - Wellness / swimming pool

The **Wellness area** is available to people 16 years or older.

The **pool area** is open to all, children under 10 years of age must be accompanied by an adult.

To enter the wellness area, the swimming pool and the pump track/skatepark, visitors must wear a magnetic wristband which is available at the ticket desk for a CHF 10.00 deposit (**only in cash**).

3.1.2 Centre des sports de Villars SA - tennis centre

Tennis and squash courts must be reserved 24 hours in advance. Only one court reservation can be made per day. Each player must present his/her Liberty Pass. If a player does not have a Liberty Pass, he/she must pay the standard rental fee on a pro-rata basis of the number of participants / Liberty Pass holders.

The fitness centre is available to people 18 years and older.

3.1.3 Bowling Sports Bar

For the **bowling alley**, children under 16 years of age must be accompanied by an adult.

One paid game entitles you to a 2nd one for free (unique offer, valid once a day)

3.1.4 Cross-country skiing

The purchase of a Liberty Pass for 6 days or the entire season entitles its holder to a **cross-country ski pass** for the Villars-Gryon area.

4. Passes

4.1 Validity

The season passes are valid for the entire winter season (from 28 November 2020 to 25 April, 2021). For 1-day and 6-day passes, the validity dates are stamped on the document

4.2 Age categories

There are two price categories based on age:

- Child rate: 6-15 years (in 2020, born between 2005 and 2014)
- Adult rate: 16 years and older (in 2020, born in 2004 or earlier)

Rates are determined by the year of birth.

4.3 Rates

All rates are in Swiss Francs, including VAT (7.70%).

4.4 Storage media

The pass is loaded onto a keycard (CHF 5.00 surcharge, required only for season passes).

6-day and day passes are loaded onto disposable keytix tickets. These storage media can be more easily activated and demagnetized; therefore, we don't issue the above-mentioned passes in advance. Upon request, these passes can be issued on a keycard (CHF 5.00 surcharge).

4.5 Lost, stolen or forgotten passes

Lost, stolen or forgotten passes can be replaced once upon presentation of the purchase receipt. A CHF 15.00 processing fee applies (+ CHF 5.00 extra charge for the keycard, if the person does not have a keycard).

In the event of technical or readability issues, the medium can be replaced without any processing fees (CHF 5.00 extra charge for a new keycard).

If a duplicate is issued, the original pass will automatically be deactivated.

4.6 Exchanges / refunds

Any purchased Liberty Passes cannot be refunded or exchanged for other passes or tickets at a later date. In case of illness or accident, no refunds will be issued.

If operations are partially or completely suspended due to inclement weather, a force majeure event or problems with one of the installations/transport systems, the client shall not be entitled to a refund.

Furthermore, there is no guarantee that all or part of the partner installations mentioned in section 3 will be open.

4.7 Verification of passes

The 6-day and season Liberty Passes are issued in the holder's name, non-assignable and non-transferable. They can only be used by the person whose name appears on the card.

The day pass is not issued in the holder's name, but it can only be used by the same person and is therefore non-assignable and non-transferable.

Each partner can verify the use of these passes. When passing a checkpoint, the system displays the client details (name, first name, photo etc.).

4.8 User behaviour

Anybody can be excluded from the facilities and installations included in the Liberty Pass if they don't adhere to the internal rules or put third parties at risk or if there is good reason to believe that they will continue to put third parties at risk. In the event of a repeat offence or severe cases, the pass can be confiscated.

Endangerment is considered present when the concerned person:

- behaves in a disrespectful manner;
- does not respect the warning signs and other notices intended to improve the safety;
- violates the safety instructions of the patrol and rescue services.
- does not follow the basic rules of caution

4.9 Unauthorized use / counterfeit

Liberty Passes that have been misused or counterfeited will be confiscated. The same provision applies to passes that have been used for any purposes other than those specified. The user shall pay a fine in the amount of CHF 200.00 as a contribution towards the verification costs.

Any use of the Liberty Pass on installations of the ski area not included in this pass shall be considered fraudulent and result in a fine of CHF 200.00 plus the price of a day pass. Subject to any applicable civil or criminal proceedings.

A confiscated pass shall not be returned under any circumstances, subject to purchase of a new pass.

5. Liability

Within the scope permitted by law, the liability of the ATPDA shall be limited to negligent and intentional behaviour on its part.

6. Data protection

Personal data collected for commercial purposes will be stored and transferred only as part of invoicing and access control. All personal data shall be treated as strictly confidential.

7. Applicable law / place of jurisdiction

The contract between the client and ATPDA is governed by Swiss law. Unless otherwise provided, the place of jurisdiction will be Villars sur-Ollon.

8. Disputes

ATPDA shall not be liable for damages of any kind, whether material, immaterial or physical, which may result from poor functioning or improper use of this pass.

In any event, the liability of ATPDA shall be limited to the amount of the order and shall not be assumed for simple errors or omissions that may have subsisted despite the precautions it has taken in presenting its offers.

The District Court of East Vaud shall have exclusive jurisdiction, regardless of the place of delivery and the accepted mode of payment.

9. Warranty

ATPDA shall not be liable for any breach of regulatory and legal provisions that are in place in the client's country.

The liability of ATPDA shall be systematically limited to the value of the respective pass at the time of sale, without any possibility of recourse against the brand or the company that issued the pass.

Villars-sur-Ollon, October 2020

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