

GSTAAD SAANENLAND TOURISM GENERAL TERMS AND CONDITIONS OF THE GSTAAD CARD

The current general terms and conditions of the Gstaad Card are published on the website at www.gstaad.ch/gstaadcard.

1. Subject

1.1 General

Overnight guests who spend one or more nights in an accommodation establishment in Destination Gstaad receive a personal Gstaad Card for the duration of their stay. The Gstaad Card is usually issued by the host via the electronic registration system.

Guests who register in the electronic registration system before arrival can also register their fellow travellers for the Gstaad Card.

Registration for the Gstaad Card is voluntary. A Gstaad Card will not be issued without registration. In this case, the guest is not entitled to the services from the Gstaad Card.

Personal Gstaad Cards for second home owners are only dedicated for second home owners, who are not resident in the same municipality as the second home is located. This will be checked randomly. All abuses are punished and the personal Gstaad Card will be withdrawn.

1.2 Validity

Accommodation guests aged 6 and over receive the Gstaad Card, which is valid from the day of their arrival to the day of their departure, before arrival or on location. Free use of public transport for arrival and departure is not included. The Gstaad Card is personal and non-transferable. It may only be used by the person registered on the Gstaad Card.

The Gstaad Card can only be used to book and use services for the Gstaad Card holder. A valid passport or identity card must be shown on request.

2. Scope of card services and conclusion of contract

2.1 General

Every overnight guest is entitled to use the services provided by the Gstaad Card according to the information documents (www.gstaad.ch/gstaadcard). The services granted with the Gstaad Card cannot be combined with other promotions, discounts, etc. Limited and exclusive offers can be booked subject to availability.

The individual providers (service partners) decide about the services they provide to Gstaad Card holders under their own responsibility.

The activities, services, discounts, etc. referred to on the Gstaad Saanenland Tourism website or on the websites of the respective service partners, which can be obtained using the Gstaad Card, are not binding offers. Both Gstaad Saanenland Tourism and the individual service partners reserve the right to change, cancel or otherwise modify the descriptions, services, discounts, etc. prior to the conclusion of the contract.

2.2 Operating and opening times

The guest takes note that some service partners have seasonal operating and opening times and therefore all services may not always be available or may be limited.

2.3 Booking of services and service contract

When booking or using a card service, the guest concludes a contract directly with the service partner. The general terms and conditions of the service partner apply. If the guest books services for other Gstaad Card holders, he is responsible for their obligations, e.g. payment for the service, as for his own.

Some services must be booked in advance, either with Gstaad Saanenland Tourism or directly with the service partner, stating that the guest is in possession of the Gstaad Card. For other services, it is sufficient to show the Gstaad Card **before** using the service.

The services included in the Gstaad Card are provided within the scope of normal business operations. Thus, capacity limits, weather conditions, legal regulations or official measures, maintenance work, etc. may mean that certain services are not available during the guest's stay. There is no entitlement to certain services or the provision of services at a certain point in time.

It is possible that, due to legal provisions, official regulations or to guarantee the safety of guests, service partners may have introduced safety concepts and may monitor compliance with these concepts. The guest is obliged to comply with these concepts and instructions.

Gstaad Saanenland Tourism is only the issuer of the Gstaad Card. It is not a contracting party for the services booked and / or used by the Gstaad Card holder. If the Gstaad Card service is paid for at Gstaad Saanenland Tourism, Gstaad Saanenland Tourism collects payment in the name and for the account of the respective service partner.

2.4 Redeeming the service

Before using a card service, the guest must present the Gstaad Card to the service partner without being asked. The QR code on the Gstaad Card is read in using a smartphone or reader, or the card number is entered in the card software. At the request of the service partner, the guest must also show a valid passport or identity card. Should the guest be unable or unwilling to do this, the service partner may refuse the service.

Discounts, free services, etc. cannot be claimed retrospectively (e.g. after the activity has ended).

2.5 Non-utilisation of services

There is no refund for services which are booked but not used. Depending on the general terms and conditions of the service partner, postponement may be possible. This must be clarified directly with the service partner.

2.6 No cash payments etc.

Vouchers and add-ons included in the Gstaad Card cannot be paid out in cash. Discounts etc. are also not paid out in cash.

2.7 Cancellation and refusal of the service by the service partner

Service partners provide their services within the scope of normal business operations.

Service partners can cancel or refuse the (card) services. Reasons for cancellation and refusal are, in particular: natural hazard events and other cases of force majeure, maintenance work, repairs, endangering third parties, overcrowding of facilities, violation of the service partner's regulations, non-compliance with safety concepts and / or official regulations, etc., refusal to present a passport or identity card, or similar reasons. In this case, the guest has no claims to performance or compensation from the service partner. Gstaad Saanenland Tourism is also not liable.

The terms and conditions (cancellation) of the supplier do apply.

2.8 No insurance benefits

The card does not include insurance benefits.

2.9 Liability

The service partners are directly liable to the guests in accordance with their own contractual terms and conditions.

Gstaad Saanenland Tourism is not liable for correct contractual performance etc. by the service partners.

3. Data protection

3.1 General

Gstaad Saanenland Tourism observes the provisions of the Swiss Data Protection Act (DSG) and the Ordinance relating to this law (VDSG) as well as the provisions of the Telecommunications Act (FMG). Insofar as applicable, the provisions of the General Data Protection Regulation (GDPR) of the European Union also apply.

If registration is made in advance, the data will be recorded via Feratel WebClient. Gstaad Saanenland Tourism has concluded an appropriate contract for order data processing with feratel media technologies AG, Innsbruck, Austria.

3.2 Details

The following data can be collected when registering for the Gstaad Card or when booking services: Salutation, first name and surname, address (street, house number, postcode, city, country), email address, date of birth, length of stay, nationality, telephone number, booked services and any special requests. Mandatory information is marked accordingly. Gstaad Saanenland Tourism may collect, save and process data to the extent that is necessary in order to fulfil contractual obligations, maintain and improve customer relationships as well as quality and service standards, maximise operational safety or in the interest of sales promotion, product design, crime prevention, key economic data and statistics as well as invoicing, where necessary or appropriate. This data is collected for the purpose of contract initiation, contract fulfilment and billing within the meaning of Article 6 Paragraph 1 lit. b GDPR.

When registering for the Gstaad Card, the order is processed via Gstaad Saanenland Tourismus in addition to the accommodation provider. The guest therefore agrees that his/her data will be used by Gstaad Saanenland Tourismus for the sending of the Gstaad Card.

When processing data, GST observes the principle of data minimisation and memory limitation. The data is stored for as long as required by law (usually 10 years), Gstaad Saanenland Tourism needs this data in order to provide additional services or if there is a legitimate interest in doing so (Article 6 Paragraph 1 lit. b and lit. f GDPR). With regard to your rights, see section 3.6 below.

When booking services, insofar as the data is necessary to fulfil the contract, it is transmitted to the service partner, which processes the data under its own responsibility.

The service partners collect the data to the extent that this is necessary for the fulfilment of contracts (Article Paragraph 1 lit. b GDPR). Thus, when the services are purchased, the data is recorded and compared with the customer account.

Gstaad Saanenland Tourism stores the data in Austria.

3.3 Reporting requirement

Gstaad Saanenland Tourism or the host may be obliged by legal provisions or official regulations to transmit or make the data accessible to authorities or third parties commissioned by authorities.

3.4 Enforcement of legitimate interests

Gstaad Saanenland Tourism also reserves the right to transfer the data to third parties in order to enforce legitimate interests or, if a criminal offense is suspected, to the authorities.

3.5 Payment for services at Gstaad Saanenland Tourism

If the guest pays for services via the Gstaad Saanenland Tourism website, the payment is processed via Gstaad Saanenland Tourism and the general terms and conditions and data protection provisions of Gstaad Saanenland Tourism apply. These can be found here www.gstaad.ch and www.gstaad.ch/en/service/privacy-statement.

The same applies if Gstaad Card services are booked and paid for at the Gstaad Saanenland Tourism counter.

3.6 Your rights

In accordance with Article 15 GDPR, the data subject can obtain information about the data stored by Gstaad Saanenland Tourism and the purpose of processing, etc. The data subject also has the right to correct incorrect personal data (Article 15 GDPR), the right to deletion, unless the data has to be retained for legal reasons (Article 17 GDPR), the right to restricted processing according to Article 18 GDPR, and the right to data portability according to Article 20 GDPR. You can also contact the Federal Data Protection and Information Commissioner, <https://www.edoeb.admin.ch/edoeb/de/home.html>.

In case of questions concerning data protection, guests may contact info@gstaad.ch.

In addition, the data protection provisions on the Gstaad Saanenland Tourism website apply, www.gstaad.ch/en/service/privacy-statement.

4. Applicable law and place of jurisdiction

All legal relationships between the guest and Gstaad Saanenland Tourism are subject to Swiss law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Law).

Thun is agreed as the exclusive place of jurisdiction.

This choice of law and place of jurisdiction are subject to mandatory, i.e. contractually immutable, provisions in applicable laws and international agreements.

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