



TELEOVRONNAZ.CH

GENERAL TERMS AND CONDITIONS OF SALE

GENERAL POINTS

The General Terms and Conditions of Sale apply to all services and products of the "ski lifts" department of Téléovronnaz SA. The general terms and conditions of sale for the "Magic Pass" are available at www.magicpass.ch.

If Téléovronnaz SA fails to provide its services in connection with the sale of tickets or the use of facilities, or fails to provide them in part, permanently or only temporarily, the customer shall have no claims whatsoever (in particular no claims for reimbursement or damages against Téléovronnaz SA). This applies in particular to interruptions or suspensions of operation or slope closures in the following cases:

- accidental fortuitous event
- force majeure such as wind and weather conditions influences, avalanche danger, strikes
- official orders or restrictions (e.g. including as a result of power shortages)
- voluntary restrictions due to special circumstances (e.g. as a result of the authorities' savings appeal measures due to power shortages)
- pandemic or epidemic

1. TICKETS AND PASSES

1.1. Prices

The prices payable are those shown on the website www.teleovronnaz.ch and displayed at the cashdesks and/or are available on the online sales site www.ovronnaz.ltibooking.com.

The price of passes decreases in relation to the duration of the pass. In return for this reduction, the customer bears the risks of deterioration in the weather conditions that may reduce access to the slopes. Téléovronnaz SA will not grant any refund if its facilities are closed due to reasons beyond its control.

1.2. Validity

All tickets and passes are personal, non-transferable and non-refundable. They are only valid during the usual operating hours advertised. The validity of 5-day passes with choice of days is limited to the winter season during which they are purchased.

1.3. Loss or theft

If a ticket or pass is lost or stolen, it can be replaced once only and only on presentation of the purchase receipt. Administration costs of CHF 20.-- are billed for issuance of the replacement card, to which are added the costs for a new keycard (CHF 3.00).

1.4. Exchange / refund

Passes are **in no case** refundable (sickness, accident, bad weather, closure of the facilities, etc.). It is possible (optional) to take out an insurance policy at our cashdesks. If the pass is insured, it is the insurance company (Solid Insurance) that deals with requests for a refund under its own general terms and conditions (www.skicare.ch).

1.5. Reductions

To obtain a reduction, official documents must be presented. Only one reduction can be applied at a time.

1.6. Table of concessions

Young children (free)	0-5 years	} only for ski passes
Older children	6-15 years	
Young persons	16-24 years	
Seniors	from 65 years	

1.7. Group discount

A minimum of 15 paying persons;
Only for groups, companies, officially incorporated associations;
One person must order, collect and pay for all of the passes.

1.8. Miscellaneous

- Ski pass on **keycard** only (hands-free medium). Keycard CHF 3.00 non-refundable but reusable;
- Ski passes can be purchased from 2 p.m. the day before the first day of validity (except for the 4-hour pass).

2. FRAUD AND VIOLATIONS

Transport tickets are personal, non-transferable and non-refundable. If the general terms and conditions are not complied with, a fine of CHF 200.-- will be applied in addition to the cost of the full-price transport ticket. The holder is responsible for keeping his transport ticket in such a way as to avoid wrongful use by third parties, including members of his family or friends.

2.1. Wrongful use

If a transport ticket is used wrongfully by a third party, and subject to theft, loss or exchange between legitimate holders proven by the holder and/or user in question, the pass used by a third party will be cancelled without replacement; this is without prejudice to the fine applicable to the holder and the user.

If an allegation is made that a transport ticket has been stolen or borrowed against its holders will, Téléovronnaz SA reserves the right to make the replacement binding on the filing of a criminal complaint against the user.

2.2. Checks

Transport tickets may be checked at each facility. The pass, as well as an identity document, must be presented at all checks carried out by our staff or by the company contracted by Téléovronnaz SA.

2.3. Photo and videosurveillance checks

To outwit those intending to commit fraud, a photo of each keycard user is automatically taken the first time each person passes through the check gate each day, as well as at random times later in the day. Comparing the photos enables Téléovronnaz SA to detect the fraudulent transfer of tickets, a practice that is formally prohibited by our general terms and conditions. Our photo database can be accessed only by our security department, throughout the term of validity of the passes and to enable those committing fraud to be identified.

3. EXCLUSION FROM TRANSPORT

3.1. General points

People may be excluded from transport if:

- They are under the influence of alcohol or drugs;
- They behave improperly;
- They do not comply with instructions on the use of the means of transport and/or do not follow orders from Téléovronnaz SA staff.

3.2. Transport for the practice of winter sports

If weather conditions are unfavourable, in particular if there is a risk of avalanche, transport for the practice of sports may be prohibited.

Furthermore, people may be excluded from transport for the practice of winter sports if they endanger third parties just before the planned transport and if there is good reason to suggest that they will continue to endanger third parties. In the event of a subsequent offence or in serious cases, the ticket or pass may be confiscated.

Third parties are considered to be endangered when the person in question:

- Has behaved in an inappropriate way;
- Has used a slope with a risk of avalanche;
- Has not complied with the information signs and no entry signs erected to ensure safety;
- Has failed to follow the safety instructions of the surveillance and rescue service.

4. LIABILITY

As far as is permitted, the liability of the ski lift company is limited to gross negligence or a deliberate act on its part.

5. RESCUE SERVICE

In the event of accident at the Téléovronnaz SA resort and recourse to the rescue service, a sum of minimum CHF 270.00, not including equipment costs, will be billed to the accident victim. Third-party costs (for example air rescue, doctor, etc.) will be paid directly by the customer. Any requests for reimbursement must be made by the customer to his insurance company.

If an accident occurs outside of marked out and open slopes, the sum billed will be higher and will cover, in all cases, the entire costs incurred.

6. APPLICABLE LAW / PLACE OF JURISDICTION

The contract between the customer and Téléovronnaz SA is subject to Swiss law.

The place of jurisdiction is Leytron.

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