

Sale of tickets via customer portals such as tickets.laax.com, Ticketcorner, SBB, the LAAX app and ticket office sales

Special Terms and Conditions of the Pool of Weisse Arena Group WAG

1. Scope

In addition to the [GTC WAG](#), you accept the 'STC Tickets' with every purchase of a ticket.

Deviations from the Special Terms and Conditions are only applicable if they have been expressly agreed (in writing or electronically).

2. Contracting party

You accept that the purchase agreement is concluded with Weissen Arena Bergbahnen AG (WAB), regardless of which company within the WAG Pool accepts and/or executes your order, or the platform or app via which you submitted your order.

3. Conclusion of contract

The purchase agreement enters into force on electronic confirmation of the order and your advance payment, or verbally on the premises and on direct payment. You accept the service/product descriptions and conditions as of the point in time when the contract is concluded. These may differ from those published online or in prospectuses. Special services outside the viewable conditions, such as special tariffs, shall only be included in the contract if they have been explicitly confirmed in writing or electronically.

4. Rates

The rates for day and multi-day tickets are set dynamically each day. Customers who use the services at lower rates are obliged to justify this.

Discounts through the Digital Guest Card can only be claimed by depositing it on the LAAX profile (in the LAAX app) and by making the booking through the same profile. Any discounts to which you are entitled through 'tokens' can also only be claimed by depositing them on the LAAX profile (in the LAAX app) and by making the booking through the same profile.

All discounts that require identification by documents and photo ID (Passport, ID, driving license) must be justified at one of the main ticket offices in Flims Laax or Falera.

Identification is a must. Carrying the relevant documents in paper form during use is part of the purchase contract.

4.1 Age categories

Children below 6y:	Free of charge
Children 6 – 12.99y:	Child rate
Teenager: 13 – 17.99y:	Teenager rate
Adults older than 18y	Adult rate

Depending on the ticket type and season, there may be different age categories if communicated at the time of purchase.

The decisive factor for the age category is the age of the ticket user on the first day of validity of the ticket to be purchased.

Children under the age of 6 can use the mountain railways free of charge. No free tickets will be issued for children under the age of 6. Accompanying adults/parents are responsible for guiding children through the control gates. From the 6th birthday on, a valid ticket must be purchased at the children's rate.

5. Tickets

All tickets obtained at a ticket desk, via a web/online shop, via the app of a web/online shop or via the LAAX app, are linear (fixed-date) and cannot be used freely. Tickets issued cannot be exchanged retrospectively for other types of ticket or similar.

Rebooking to a different date is only possible when purchasing the Flex Option under the conditions listed in point 5.2 'Flex Option', which is offered exclusively for certain online tickets.

The tickets shall be provided in the form of electronic data carriers or QR codes. The electronic data carrier or QR code enables contactless access to the services included in the ticket.

5.1 electronic data carrier

In the case of tickets issued on an electronic data carrier, the customer has the option of loading the ticket free of charge onto an electronic data carrier provided by the customer, given that this is actively communicated at the time of purchase and the electronic data carrier fulfils WAB's requirements for usable electronic data carriers for the corresponding ticket. For offline purchases, the data carrier must be physically provided when the ticket is purchased so that it can be loaded with the ticket. When purchasing online, the data carrier must be provided by correctly storing/specifying (data carrier number) the electronic data carrier on the booking portal or app.

If no electronic data carrier is provided by the customer at the time of purchase, an electronic data carrier will be issued by WAB. If an electronic data carrier is provided, WAB will charge a fee in addition to the ticket price at the time of purchase; this fee varies depending on the ticket and point of sale. The data carrier becomes the property of the customer after purchase and cannot be returned. The electronic data carriers are reusable. Electronic data carriers that have been purchased/provided from us and do not work through no fault of your own will be replaced free of charge upon return, provided there is no physical defect.

5.2 Flex Option

If the Flex option is available for an online ticket booking and this option is booked and paid for, you have the right to demand a complete cancellation and refund for one or more

unused tickets of this booking without stating a reason, provided that you have made a new booking of equal value as the tickets which you want to cancel/refund (same number of days, same ticket type and same age category or higher age category) and can provide evidence of this.

The new booking must be made at the current dynamic price. there is no entitlement to the ticket price of the original booking.

Only bookings made after booking the Flex Option and from the same LAAX profile count as new bookings. The new booking must be made for a date before the end of the same season in which the Flex Option was booked.

If your age falls into a higher age category at the time of the first day of validity of the new booking, you are not entitled to a booking in the original age category and you must pay the surcharge.

The right to the Flex Option (cancellation and refund) for a ticket shall expire as soon as it has been scanned at a turnstile. The Flex Option does not allow the cancellation and refund (or rebooking) of individual days of a multi-day ticket.

The request for a refund and cancellation of a ticket with Flex Option must be submitted to feedback@laax.com with the booking number of the new equivalent booking. The request must be submitted as soon as possible, but no later than the end of the current season.

5.3 Pedestrian tickets

Pedestrians can purchase single or return tickets for certain lifts, which may only be valid on the day of purchase. No snow sports equipment must be carried while the use of any pedestrian tickets.

6. Online ticket purchase (in the web/online shop, in apps of a web/online shop or in the LAAX app)

The customer is responsible for the correct booking (age, start and end date, data carrier). If an incorrect booking is discovered (incorrect date, incorrect number of persons, incorrect ticket type), this must be reported immediately in writing to feedback@laax.com. For a refund of the first booking, a new correct booking must be made with the correct details at the current price. When purchasing a new ticket, there is no entitlement to the fare of the first booking. To ensure faster processing, the customer is requested to enclose confirmation of the new booking with the enquiry. The notification and new booking must be made no later than 24 hours after the incorrect booking and before the start date of the incorrectly booked ticket, otherwise any right to a refund will be forfeited.

Only errors made when making the booking are deemed to be incorrect bookings. Refunds

due to circumstances that change or become known after the time of purchase are excluded. It is at the judgement of the customer support staff (Guest Care Team) to assess whether a booking is incorrect in this sense.

Only a new booking that differs from the first booking in a maximum of one specification (booking period, age category, number of persons) and was credibly made with the intention of correcting an error from the first booking is considered a 'new correct booking'. It is at the judgement of the customer support staff (Guest Care Team) to assess credibility.

If the refund of the original booking is rejected and a new booking has already been made, the customer is entitled to a refund of the new booking.

Depending on the service included, the ticket purchased online must be loaded onto a data carrier in accordance with point 5.1 'Electronic data carrier'. If no data carrier is provided by the customer, a fee will be charged for a new data carrier and the customer will be sent a pick-up QR code after completing and paying for the booking, with which the customer can collect their ticket, from pick-up automate at the valley stations. The ticket will be issued on a reusable data carrier

Tickets that do not require a data carrier are made available to the guest as a QR code and can be scanned directly at the control gates.

7. Groups

Groups of 20 or more paying adults (10 or more adults during summer season) receive group prices. Pre-registration via liffticket@laax.com must be submitted by 12.00 noon the day before at the latest. Group tickets must be purchased and paid for at one of the main ticket offices. Tickets will not be issued on account. Individual payment is not possible.

8. persons who are dependent on an accompanying person

Persons with special needs receive a free ticket on presentation of an accompanying or handicapped pass, provided that the need for an accompanying person is noted in writing. This is only possible on site at the mountain lift ticket office.

The accompanying person must book a regular ticket at the current dynamic price; this can be done both online and offline and can also be done in advance. A free ticket will only be issued if the accompanying person is already in possession of a valid ticket or purchases one at the current rate.

8.1 Accompanying card on Swisspass

Proof of the accompanying card from SBB must be provided via Myswisspass; the physical card cannot be read.

9. Validity of tickets and definition and specification of opening hours

The winter season generally comprises the period from 1 November to 30 April of the following year, and the summer season is the period from 1 May to 31 October. The company connected to the tariff associator explicitly reserves the right to adjust opening hours or change opening and closing of a transport system, especially deviating from those that were known when the Ticket was purchased. There is no entitlement to a partial or complete refund of the Ticket price. All Tickets and season subscriptions are only valid during the day during published opening hours. Special Tickets must be purchased for evening events and occasions outside normal opening hours.

10. Obligation to show identification

At the request of ticket office/cableway/inspection staff, the customer must confirm their identity by showing an officially valid form of identification with picture (ID, passport, driving licence). For tickets that have been purchased online, the purchase or order confirmation must also be shown.

11. Changes

WAB is entitled to make changes to the offering after the contract is concluded if this is necessary for whatever reason. Such changes shall not establish entitlement to withdraw from the contract or to compensation, as long as the character of the contractually promised service does not fundamentally change.

12. Prices and terms of payment termination of contract

You accept the prices, exchange rates, and terms of payment that apply when you conclude the contract. These may differ from those published online or in prospectuses.

13. Non-provision of services

Bad weather, business interruption, and early closing and blocking of ski runs shall not establish

any rights on the part of the subscription or Ticket holder. In particular, any rights to refunds or free extension of the subscription are explicitly excluded. The same applies if the customer leaves early. If the companies temporarily or permanently fail to fulfil their duties arising from the transport agreement due to circumstances that they cannot prevent, the purchaser of a mountain railway ticket cannot derive any claims against the companies from this. This shall apply especially in the following cases:

- Adjustments according to Point 8. Validity of the ticket
- Shutdowns and blocking of pistes due to force majeure such as wind and/or the influence of (bad) weather, danger of avalanches, strikes or safety-relevant closures, overloading of transport systems
- Breakdowns, e.g. due to technical defects or power cuts

14. Refunds due to injury/illness

The conditions applying when the injury occurs shall be decisive. These may differ from those published online and in the brochures.

If a ticket cannot be used due to illness or accident of the ticket holder, there is a right to a refund of the ticket price, provided that the ticket holder can present a valid doctor's note (note confirming incapacity for sport from a practising GP) attesting to this for the relevant period of time. The note must be in a Swiss national language or in English.

In the case of multi-day tickets, there is a right to a pro rata refund of unused days, provided these are not separated by a used day.

There is no entitlement to a refund for days on which the ticket was scanned at a control gate (used days).

Fees included in the booking (e.g. keycard fee) do not count towards the ticket price and may be excluded from the right to a refund.

The refund request must be accompanied by a doctors note and the ticket number/booking number. The request must be made as soon as possible, but at the latest by the end of the current season following the accident/illness.

The request must be submitted as follows:

Tickets purchased offline: On site at the issuing office (also possible by a third party) or by e-mail to liffticket@laax.com

Tickets purchased online: By e-mail to feedback@laax.com

The request will be reviewed at the end of the ticket validity period.

There is only a right to a refund for the ticket of the person with the doctor's note; accompanying persons are not entitled to a refund. In cases of proven hardship (e.g. children who are dependent on a supervisor), WAG may grant goodwill after reviewing the case.

14.1 Season-/year-passes

The date of the accident or the start of the illness is relevant for the calculation of the reimbursement, which must be evidenced by a doctor's note. The refund is calculated on a percentage basis according to fixed rates. In the case of family season tickets, the reduction towards the purchase at individual prices is calculated first.

When the refund is received, the pass expires automatically; partial refunds of passes are not possible. In the case of inter-regional passes and network tickets, refund requests must be submitted to the respective mountain railway where the pass was purchased.

For the exact terms and conditions, please refer to the relevant information pages or brochures of the corresponding offer or enquire at the point of sale.

15. Loss/replacement of Tickets

If you lose your multi-day ticket (2 days or more), it will be replaced at the mountain railway ticket office against a blocking fee. You must present the purchase receipt or an equivalent document. In addition, a new data carrier must be purchased if not provided.

There is no replacement for: Single/retour trips, afternoon-, day- and evening passes.

Lost season tickets can be replaced against payment of a processing fee. In addition, a new data carrier must be purchased if not provided.

If a season ticket/multi-day ticket is forgotten at home, a day ticket must be purchased at the point of sale and paid for at the standard rate. An additional fee of CHF 5 will be charged. The forgotten pass/multi-day ticket can be presented at the point of sale at a later date and the purchase price of the purchased day pass will be refunded. Refund claims (day pass) for forgotten tickets/passes must be submitted by the end of the current season, after which the claim expires.

16. Misuse of tickets

The employees of the mountain railways and authorised control personnel are entitled to carry out ticket checks at any time.

Upon request, the ticket holder must identify himself/herself by means of a valid identity card or an equivalent photo ID. Proof of a specific discount (e.g. EHE card/ski instructor card/etc.) must be able to be presented at all times.

If a season ticket is used by a third party, the season ticket will be confiscated and a fee of CHF 500 will be charged. Until the fee has been paid, the season ticket will not be handed over and the purchase of a new season ticket is not permitted.

In the event of a repeat offence, the season ticket will be withdrawn without compensation.

Anyone who gains access without a ticket, with a counterfeit ticket, a partially valid ticket or with a ticket in the wrong age category must pay the regular ticket price as well as fee up to CHF 250.

The right to take civil or criminal legal action remains reserved. The customer is responsible for ensuring that no misuse by third parties is possible.

17. Conduct in the contractual area

You must comply with the instructions of rail personnel, closures of ski slopes or hiking routes, regulations relating to forest and wilderness protection zones, and FIS rules, and treat people, animals, and the environment in a considerate manner. In the event of a breach, WAB is entitled to bar you temporarily or permanently from using the rail systems, ski slopes and toboggan runs, and to confiscate your Ticket or temporarily block it without compensation. We reserve the right to press charges. The same applies if you endanger safety and order in the contractual area due to drunkenness or misuse of drugs. If you

materially damage or contaminate WAB facilities and systems, you must pay the repair and cleaning costs. If the action is intentional, we reserve the right to press charges.

18. Liability

WAB provides a guarantee that you as the legal Ticket holder will be transported according to these STCs, and will be able to use all prepared and marked pistes, hiking trails, and toboggan runs. We reserve the right not to perform our services if this is possible due to weather, for technical reasons, or for other reasons (e.g. shutdowns and blocking of pistes as a result of chance and force majeure such as power cuts, wind and weather, danger of avalanches, strikes or official orders, construction and maintenance work, overloading of transport systems or pistes) that WAB cannot prevent, temporarily or otherwise. In such cases, you will not receive any refunds. You must immediately

submit any complaints relating to WAB's service obligations to WAB or its staff, otherwise you will lose any claims against WAB. WAB shall be liable for personal and material damages that it and/or its staff cause according to the following provisions. The provisions of Swiss Obligationenrecht (Code of Obligations) shall apply in a subsidiary manner. Liability is limited where legally possible to grossly negligent and intentional misconduct by WAB. Any liability on the part of WAB for personal and

material damages is excluded if you fail to comply with markings and signs, the instructions and warnings of train personnel, mountain rescue services, avalanche warnings, leave the secured, marked, and controlled ski slopes, toboggan runs, and hiking trails, or behave in a negligent or intentionally improper manner on WAB's systems, ski slopes, toboggan runs, or hiking trails. WAB's liability for skiing accidents on ski slopes, toboggan runs, and hiking trails is excluded, unless it can be proven that WAB committed a grossly negligent or intentional breach of its traffic safety obligations.

19. Data protection

Data protection will be ensured. WAG's privacy policy can be found at <https://www.weissearena.com/en/privacy-policy/> It is an integral component of these "STC Tickets". You explicitly declare that you have read and understood the privacy policy, and that you give your consent to the uses of data and the processing detailed therein.

20. Applicable law and place of jurisdiction

The contract is subject to Swiss law. The place of jurisdiction is the municipality of Laax.

Laax, 09.11.2024