GENERAL TERMS AND CONDITIONS OF DAVOS KLOSTERS MOUNTAINS FOR THE SUMMER AND WINTER SEASON

(hereinafter referred to as DKM)

Subject to change. The current GTC are published on the website www.davosklostersmountains.ch/agb

1. GENERAL

The General Terms of Business (GTB) apply to all services and products provided by Davos Klosters Bergbahnen AG, Klosters-Madrisa Bergbahnen AG, Bergbahnen Rinerhorn AG and Sportbahnen Pischa AG, incl. Ticket-Online-Shop, rental of sports equipment etc. For products and services of the Mountain Hotels, Mountain Resorts and for Event services, separate terms and conditions apply which are not included here.

1.1. Contract

The order or purchase of a ticket or a service and the use there of, constitutes a contract with the companies of DKM. These GTB shall be deemed to have been accepted without reservation by means of any order/purchase/use.

1.2. Personal Identity Requirement

At the request of the cashier/cableway/control personnel, the customer must identify himself with valid ID (passport or driver's licence). KeyTickets, KeyCard, Graubünden Card, Swatch-ID and the purchase confirmation of the Ticket-Online-Shop must also be presented.

1.3. Data carriers

The KeyCard provides touch-free access to all DKM lifts and transportation facilities. It can be programmed with a new validity period at any time and can therefore be used for several years. The KeyCard (compulsory from 3-days or more and for online tickets) can be purchased at all points of sales for CHF 5.00 (no deposit and no refund of card fee). Visually defective KeyCards are not replaced free of charge.

KeyTickets are non-contact disposable cards (used for walkers, 1-day, 2-day, morning, half day & afternoon-passes) and are free of charge. During the summer season, the only data carriers used are the tourist destination guest cards and mobile phones.

1.4. Data protection

DKM undertakes to observe the respective applicable data protection legislation when handling and processing all customer data as well as the customer's usage data. Customer data are only used to maximize operational safety, misuse or in the interests of sales promotion, product design, crime prevention, survey data, statistics and accounting.

The customer hereby acknowledges and agrees that in case of the provision of services in cooperation with third parties, DKM is entitled to provide the third party with customer data to the extent as is required in the interest of providing such services. Furthermore, the transfer of customer data to third parties is only permitted with the explicit consent of the customer. An exception only applies when DKM is required by law to disclose personal data to third parties.

If the customer creates a personal profile, it is also valid under the terms of data protection. Personalisation of a profile is the responsibility of a customer.

1.5. Passes/Tickets

All winter sport passes are issued for personal use and are non-transferrable. Season-/annual tickets, multi-day passes from 8 days, as well as selective-day passes, all require a photograph. Excluded are winter sport passes purchased from the Ticket-Online-shop which are loaded directly onto a data carrier. It is compulsory to have a receipt from the Ticket-Online-shop and an official/valid identity document in your possession.

1.6. Validity/Public transport

1.6.1. Validity

Regional winter sports tickets are valid on all facilities of Parsenn Davos, Parsenn Klosters, Jakobshorn, Rinerhorn, Pischa, and Madrisa, as well as at valley ski lifts in Davos and Klosters (excluding Schatzalp). The Selfranga valley ski lift accepts guests only with a 3-day ski pass; 1-day and 2-day ski passes and choice subscriptions are not valid.

Validity period: Mountain cableway transport according to published operating hours (excluded are night events, such as night skiing or night sledging).

Morning ticket return (= validity) before 13.00 pm
Half day ticket sale (= validity) from 12.15 pm

The conditions and validity are different for the Topcard and the GraubündenCard. The GTB can be found on www.topcard.info and www.graubuendencard.ch. Cards with points, multiday tickets & multi ticket cards are non-transferrable and are valid only up to the end of the current winter season.

1.6.2. Public transport

The winter sports passes issued by the DKM are valid for the fare networks in Davos and Klosters from the start of the winter season (planned for 21 November 2024 at Parsenn) as follows:

Davos fare network - zones 400, 410, 420, 430 (Davos Laret to Davos Glaris with the Pischa cable car)

In zones 400, 410, 420 and 430 of the Davos fare network, mountain railway tickets (including ESA, TopCard and graubündenCARD) will be valid for a return journey to the valley stations of the DKM mountain railways when winter sports are practised. Day or half-day tickets are only valid on the day to a certain extent. Guests with a holiday residence in Davos can use public transport in Davos in zones 400, 410 and 420 without restriction with their guest card.

Klosters fare network - Zones 200/210 and RhB route from Klosters - Davos Platz (2nd class).
In zones 200/210 of the Klosters fare network, the mountain railway tickets (incl. ESA, TopCard and graubündenCARD) are valid on the outward and return journey to the valley stations of the DKM mountain railroads for winter sports (skiing, snowboarding, sledging). Day or half-day tickets are only valid to a limited extent on the day of validity. With a valid local pass issued by the municipality of Klosters, the RhB route Klosters Platz - Davos Platz (2nd class) can also be used with the same restrictions. Guests with a vacation residence in Klosters/Saas can use the OV in Klosters in zones 200/210 and on the RhB route Klosters - Davos Platz (2nd class) with the guest card without restriction.

Rhaetian Railway
Rhaetian Railway (2nd class) partially included, see description above under sections 'Davos fare network' and 'Klosters fare network'. When purchasing via a web shop or if the mountain railway ticket is loaded onto a third-party data carrier, a purchase receipt must be presented (digital or in paper form). Third-party data carriers include, for example, SwissPass, credit cards or cards from other mountain railway regions (non-exhaustive list).

A detailed description of the validity of the Davos and Klosters fare networks is available at www.davosklostersmountains.ch/agb
Changes reserved

1.7. Age groups
Children up to 6 years are admitted, free of charge, when accompanied by an adult or snow sports instructor (if included in his/her lessons), with the exception of valley ski lifts.

- Reduced children's tariffs apply up to their 13th birthday
- Reduced youth tariffs apply up to their 18th birthday
- Adult tariffs apply from their 18th birthday
- Rates for senior men apply from 65 years
- and for senior ladies from 64 years

1.8. Special categories
1.8.1 Families
A parent with at least one child or teenager is regarded as a family. The same is for patchwork families, whereas maximum two children or children living in the same domestic home can be integrated into the family Topcard. For an extra charge the family Topcard may also include children aged between 18 and 35.

1.8.2 Groups/Schools
A group rate applies for a minimum of 15 tickets and is valid only for clubs, associations, companies or schools. A combination of hotel guests or other types of guests are not considered as a group and are not acceptable. The group leader is responsible for collecting and paying for all the tickets together and DKM will not issue any individual group tickets. The validity of all the tickets must start and end on the same day. Detailed information on favourable discounts for groups and schools are available from the ticket counters or on our website www.davosklostersmountains.ch.

1.8.3 Mountain Experiences
Mountain Experiences can include vouchers for rental equipment purchased on our website www.davosklostersmountains.ch.

As the data carrier cannot be charged directly, the customer will receive a voucher upon payment which will be redeemed at the required point of sales. DKM excludes all liability of any damages of the rental equipment or any other benefits from third parties. The GBT of the third parties are valid and accepted upon purchase of the purchase. The validity of a voucher is limited by a date or the season.

1.9. Services
DKM services are in accordance with the descriptions provided in the "Bergbahn-Tarifprospekt" (Mountain Transport Tariff brochure), electronic media as well as other written offers respectively. Special tariffs, special requests or collateral agreements are only a component of the contract if they have been legally confirmed in writing.

2. PRICES AND PAYMENT TERMS
2.1. Prices
Ticket prices are published on the internet www.davosklostersmountains.ch and the Prices incl. VAT. All mountain transportation tickets are personal and non-transferable. All multi day tickets are linear and not individually selectable. Exceptions are the points, multi day and multi ticket tickets which must be redeemed by the end of the current season. Unused days are forfeited and will not be refunded or transferred over to the next season. For discrepancies of tariffs in the individual printed materials and electronic media, the conditions according to the current publication on the Internet www.davosklostersmountains.ch will apply.
In addition to ticket prices, DKM charge a KeyCard fee of CHF 5.00.- (compulsory from 3-day passes). The KeyCard is the property of the purchaser and can be used continually and with different simultaneous offers in other Snow sports regions (depending on the entrance system). The prices can vary online and are not fixed. The current booked prices apply.

2.2. Payment
The payment is made immediately upon conclusion of a contract. Purchase of tickets on credit or account is basically not allowed. A derogation shall be agreed in advance and shall only be valid if confirmed in writing by DKM. In the case of payment on account, the customer undertakes to pay the invoiced amount up to the due date indicated on the invoice. Any objection to the invoice has to be made in writing and substantiated within 7 days. If the customer fails to meet his payment obligation within the period of payment, he shall be in default with the expiry of this period without further warning and shall pay default interest of 5%. If the payment remains after a second reminder, DKM is entitled to post all services to the customer without further notice. DKM reserves the right to demand payment in full or in part. For event with a foreign billing address a credit card number with the expiry date and the card verification number (CVC) is required as guarantee or to make a 100% advance payment. This also applies to events which are booked from abroad. Other agreements between the customer and DKM are excluded. Bank transfer and cheque fees are always charged to the sender.

2.3. Payment at Ticket OnlineShop
Online transmission of credit card information is encrypted via a SSL-Certificate within the Safer- pay- or Datatrans window. Saferpay is a product of Six Payment Services, 8005 Zürich and Datatrans is a product of Datatrans AG, 8008 Zürich. The purchase process takes effect as soon the money has been charged. Tickets with interrupted transactions will not be valid.

2.4. Currency
Prices are quoted in Swiss Francs. Conversion into Euro follows DKM's day-to-day exchange rate. Change is paid in Swiss Francs.

2.5. Changes in Prices and Services
DKM expressly reserves the right to change performance specifications and prices on the internet as well as in prospectuses and price lists up to the conclusion of the contract.

3. TICKETING / ONLINE TICKETS

3.1. Refunds

Personal and general reasons of prevention
No claim for reimbursement or reclassification is given for single trips, morning, half day or day passes, evening tickets, mountain experiences, special subscriptions and for personal reasons. In such cases no reimbursement or reclassifications are possible.

Disruption or shutdown of services
Operating limitations (e.g. due to technical defects or power interruptions) do not entitle the customer to a refund or to a compensation for any damage or injury caused by force majeure, such as wind and weather effects, avalanche danger, strikes or official orders.

Accidents or illness
In the event of an accident or illness that results in the premature termination of the season of the cardholder, the season ticket must be deposited at an issuing office within 10 days of the incident. The delivery of the aforementioned item may be facilitated either by registered post or by a third party. In the event that the travelcard or multi-day tickets are no longer utilised, the unused days will be reimbursed upon submission of a medical certificate, in accordance with the following provisions of Art. The following subsections are numbered 3.1, 3.1.1, 3.1.2 and 3.1.3. Submissions of passes/tickets which are received after the stipulated deadline, as well as those which are utilised again in the aftermath of an accident or illness, will not be eligible for reimbursement. The certificate must be issued by a practising physician within the Davos Klosters region, or by a hospital located within this geographical area. The date of the medically certified accident/illness or the day after the subsequent use of the season ticket is relevant for the calculation of the refund. The reimbursement for multi-day tickets is calculated on the basis of the number of days travelled at the regular multi-day ticket rate. The day following the final day of use is a crucial element in the calculation of refunds for multi-day travelcards. In the case of family season tickets, the reduction on the normal price is calculated first. The resulting discount is also taken into account in the refund, which is only issued to the individual who has had an accident or illness. Refunds will only be granted until the conclusion of the current season. The validity of the subscription/ticket is subject to immediate expiry upon receipt of the refund.

3.1.1 Season Ticket ESA/TopCard

- end-October 80 % of the purchase price
- end-November 70 % of the purchase price
- end-December 60 % of the purchase price
- end-January 45 % of the purchase price
- end-February 30 % of the purchase price
- From the First of March no reimbursement

3.1.2 Summer Season Ticket
The percentage of refunds for Summer Season Tickets will be calculated as follows:

- end-June 75 % of the purchase price
- end-July 50 % of the purchase price
- end-August 25 % of the purchase price
- From the First of September no reimbursement

3.1.3 Season Tickets and Pandemic
In case of a government order to close the whole resort due to the Pandemic the refund will be:

Paid price of the season ticket x days the ticket is cancelled
/
260 days of operation

The requirements for a refund are:

- If the whole spatial validity of the season card is affected
- Based on 260 operating days
- The loss of use because of the purchase date cannot be considered
- The requirement will be booked onto the next season ticket
- The arrangement is only valid for 2020/21 and 2021/22

3.2. Loss/Replacement of tickets
Stolen or lost passes are only replaced by producing the original receipt with the revocation number for the remaining credit. At the same time the lost ticket will be blocked against unauthorized use. An administration fee of CHF 20.00 will be charged including the fee for the new KeyCard. Key Tickets are not replaced.
No refunds can be made for: single/return trips, morning, half day, daily and evening ticket and mountain experiences without a KeyCard.
Reimbursement claims for forgotten passes (day tickets) are only paid up to the end of the current season.

3.3. Ticket Abuse
The cashier, cableway or official control staff, at any time, is entitled to perform ticket checks. The Customer must identify himself with an officially valid ID (passport, driver's license). Any abusive use of tickets, in particular the transfer of sport passes or the modification of the information contained therein, results in immediate withdrawal without compensation. In addition to the official tariff of the abused or invalid ticket, a supplement of CHF 500.00 will be charged, according to Art.16 of the eidg. Transportgesetzes (Federal Law of Transport), of October 4, 1985. In addition, DKM reserves the right to prosecute. The ticker owner is responsible for ensuring that no third-party abuse is permitted. The DKM reserves the right to stage a photo control at the entrance and to impose a fine for ticket abuse.

3.4. Cancellation fees Hotel Online Shop
If cancellations are made to the hotel online shop, with or without justification, a fee of CHF 5.- will be charged if the cancellations account for more than 1% of the total bookings.

3.5. Reimbursement of morning tickets
The reimbursement of morning tickets is only possible on the valid day until 13.00 pm at the sales counters in the bottom stations.

The morning ski pass has to be presented when asking for a reimbursement. Receipts and credit cards alone are not accepted as a ticket. A maximum of one morning ticket per day can be refunded per person.

4. CAMERA MONITORING OF FACILITIES, PISTES, BIKE TRAILS AND PARKING LOTS

The facilities in the ski areas, the pistes and bike trails as well as the car parks are partially monitored by camera for safety reasons.

4.1. Off-piste skiing/Protected wildlife and forest areas

Freeriders, skiers and snowboarders face increased dangers outside the marked and patrolled pistes. DKM excludes all liability for skiing outside the marked and controlled area. To leave tracks on steep, dangerous slopes encourages other inexperienced skiers and snowboarders to follow, which, in changeable weather and snow conditions can set off avalanches. The slopes of the DKM are laid out in open terrain. Small areas of woodland are by-passed in order to protect plants and animals. Trees and shrubs should not be damaged and wildlife not disturbed or driven away from its habitat. The protected wildlife and forest areas are marked and published (www.wildruhe. gr.ch). Please pay attention to our warning signs.

4.2. Reckless behavior / Misconduct of the ticket holder

DKM is entitled to confiscate the holder's ticket in the case of reckless behaviour, violation of the covid-19 safety concept or of the present conditions or disregard of orders from transport staff, cashiers and official controllers. In particular non-compliance of FIS-Rules, disregard of signals, instructions and barriers, as well as use of cordoned off pistes, slopes exposed to avalanches or wildlife habitat and protected forest zones. It is forbidden to use pistes when they are closed and outside of the official operating hours.

Anyone endangering safety and order in winter sport regions due to drunkenness or drug abuse is liable to be banned temporarily or permanently from the lift facilities and winter sport pistes. Ticket prices will not be refunded.

Anyone causing damage or contamination to DKM facilities or equipment shall pay the costs for cleaning and repair. In case of intentional damage/contamination, DKM reserves the right to bring charges against the offender.

Snowmobilists who seriously injure one or more persons through reckless and uncontrolled driving can be reported to the police or to the public prosecutor for disturbance of public transport as defined in Article 237 of the Swiss Criminal Code.

Reckless behaviour is among other things, when off piste skiers or free riders defy the avalanche warning signs and lights and ride on avalanche prone slopes thereby greatly endangering the lives and health of other people who are on the slopes, downhill runs or doing snow sports.

Unlike the criminal sanction and sentence, the civil sanction of damages can already occur by the triggering of the snow mass. This is the case when whoever is responsible for the slopes or more specifically the ski and rescue service has initiated a search operation in the snow mass after and following an avalanche, which later turns out to be unnecessary. Off piste and freeriders who ignore warning signals of danger and ride on avalanche prone slopes and trigger avalanches violate a contract secondary obligation and are liable to the mountain railway company for the damage caused thereby.

4.3. Slope markings

Parsenn Davos, Parsenn Klosters, Jakobshorn, Rinerhorn, Madrisa

Area	Marking
Whole area	Lateral marking

Pischa

Area	Marking
Whole area	Center marking

4.4. FIS Rules

The following 10 Rules of Conduct by FIS are valid for all Winter sport guests (www.fis-ski.com):

1. **Respect for others**
   A skier or snowboarder must behave in such a way so as not endanger or prejudice others.
2. **Control of speed and skiing or snowboarding**
   A skier or snowboarder must always be under control and adapt his speed and manner of skiing or snowboarding to his personal ability and to the prevailing conditions of terrain, snow and weather, as well as to the density of traffic.
3. **Choice of route**
   A skier or snowboarder coming from behind must choose his route in such a way that he does not endanger skiers or snowboarders ahead.
4. **Overtaking**
   A skier or snowboarder may overtake another skier or snowboarder above or below and to the right or to the left provided that he leaves enough space for the skier or snowboarder overtaken to make any voluntary or involuntary movement.
5. **Entering,starting and moving upwards**
   A skier or snowboarder entering a marked run, starting again after stopping or moving upwards on the slopes must look up and down the slopes and make sure he can do so without endangering himself or others.
6. **Stopping on the piste**
   Unless unavoidable, a skier or snowboarder must avoid stopping on the piste in narrow places or where visibility is restricted. In case of an accident, a skier or snowboarder must be removed clear of the slope as soon as possible.
7. **Climbing and descending on foot**
   A skier or snowboarder either climbing or descending on foot must keep to the side of the slopes.
8. **Respect for signs and markings**
   A skier or snowboarder must respect all signs and markings.
9. **Assistance**
   At accidents, every skier or snowboarder is duty bound of assist.
10. **Identification**
    Every skier or snowboarder and witness, whether a responsible party or not, must exchange names and address following an accident.

4.5. Bike transport / Freeride

Bike transport:
By purchasing a bike transport ticket or a Topcard/GraubündenCard, the buyer automatically accepts the MTB Code of Honour (4.6.). Furthermore, the buyer confirms that he/she will assume all liability for any damage that he/ she causes.

Freeride:
Freeride can be dangerous. Use of the freeride trails is at the user's own risk. Operators of the facility, land owners and managers accept no liability.

Proper equipment is essential:
A helmet, gloves and bell are compulsory. We strongly recommend a full-face helmet and protectors. The bike must be in perfect working order.

Signage:
All bikers/freeriders must follow the signals and the instructions of the cableway staff. Vehicles and hikers have right of way at the various intersections with forest roads and hiking trails.

Speed:
The speed should be adapted to the user's personal ability and the difficulty level of the trail. All bikers/freeriders must always be in control when riding and must be able to stop at any time. In the event of a fall, the track should be cleared immediately.

Following the rules:
The general mountain bike rules and traffic regulations also apply on the freeride trail. Failure to observe the rules may result in expulsion from the cableway facilities.

4.6. MTB Code of Honour

The 10 rules of conduct for all bikers:

1. Always wear gloves and a helmet.
2. Only ride a bike that is in technically sound condition. It is vital to check the material on a regular basis.
3. Never overestimate your own ability or fitness levels.
4. Adhere to the road traffic regulations.
5. Show consideration for plants and animals and only use existing roads and trails. Do not cut across land where no trail exists.
6. Do not drop/leave litter in the countryside.
7. Show consideration for hikers and pedestrians.
8. Refrain from descending in a daredevil manner. If hikers are approaching, slow down to a reasonable speed.
9. Always close gates and fences behind you.
10. Follow instructions and signs from the police, military and forestry staff

5. ACCIDENT IN THE WINTER AND SUMMER SPORTS AREA

DKM's rescues service is available in case a ticket holder suffers an injury in the winter sports area. Rescue services are invoiced directly or included in the doctor's/hospital bill. Additional costs such as ambulance, transport, air rescue etc. can also incur. The patient is responsible for claiming reimbursement from his insurance company.

5.1. Unfall auf Freeride-Piste

If a biker has an accident on the Gotschnaboden - Klosters trail, the rescue services of Davos Klosters Bergbahnen AG may be called upon during the operating times. These rescue services will be invoiced at cost by Davos Klosters Bergbahnen AG or included in the hospital/doctor's bill. Additional costs may be incurred for third-party services such as ambulance transportation, air rescue, etc. The patients themselves are responsible for reclaiming any costs from their insurance company.

6. RENTAL

The rental of sport and other equipment is based on individual rent contracts and the conditions therein. The General Terms of Business (GTB) are in all cases an integral part of the rental contracts concluded with DKM. The lessee is liable for grossly negligent damage to the rented property. In case of theft, a formal police report is required. Currently, DKM offers rental of sledges, push-scooters, airboards, skis, boots, helmets mini skidoos and ski-lockers.

7. ACCOMMODATION AND EVENTS

DKM's accommodation and event services are subject to the separate GTC Mountain Hotels and / or GTC events.

8. COMPLAINTS, LIABILITY

Any complaints by the ticket purchasers regarding the services rendered by the DKM must be submitted without delay to DKM. If an immediate notification is not received, the ticket purchaser will lose any claims against DKM.
DKM is liable for personal injury and property damage caused by it or its staff, in accordance with the following provisions. Subsidiary provisions of the Swiss Code of Obligations apply. DKM's liability for damage to property and personal injury is, in particular, excluded, in the case of accidents as a result of non-observance of instructions as follows:

- Disregard of markings and warning signs and leaving the marked and controlled slopes.
- Disregard of instructions and warnings from the cableway staff or the piste and rescue services.
- Disregard of warnings concerning avalanche dangers.
- Negligent or intentional behavior on facilities and on the slope.
- In pursuance of extreme sports such as freeriding, downhill biking, paragliding etc.
- inadequate preparation of slopes.

Furthermore, the DKM's liability is essentially based on the regulations for Traffic Safety Obligations for snow sport descents. No liability is accepted for accidents outside the marked and controlled winter sports pistes, unless DKM can be held guilty of a grossly negligent or intentional violation of the traffic safety obligation. In addition, any liability for accidents on hiking and sledging is excluded.
DKM shall be liable within the framework of these General Terms and Conditions as well as the relevant national laws for personal injury and damage to property resulting from non-fulfillment or non-compliance with the contract. Any liability for theft in the winter sports area or for damage to property caused by third parties is excluded.

9. INSURANCE

The DKM recommend that all ticket buyers purchase a supplementary insurance cover e.g. insurance against cancellation charges, travel, accident and health insurance, reimbursement of return journey expenses etc.

10. FINAL PROVISIONS

Communications by e-mail are valid as written communications. For all contracts concluded with DKM based on these GTB are subject exclusively to Swiss Law. The Court of Justice for any disputes arising from such contracts is Davos.

Davos, 21 May 2025

PARSENN DAVOS KLOSTERS
JAKOBSHORN DAVOS KLOSTERS
RINERHORN DAVOS KLOSTERS
PISCHA DAVOS KLOSTERS
MADRISA GENIESSE DEN MOMENT