



Verein Internationale  
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MWST-Nr. 335 895

# General Terms and Conditions of Business

## Verein Internationale Lauberhornrennen (*Association of International Lauberhorn Ski Races*) Wengen

### § 1 Validity

These GTC apply both to natural persons and legal entities (companies). All orders are executed exclusively on the basis of these GTC. Deviations from these GTC are valid only in written form.

### § 2 Authority of the supervisory, safety and security service

The agents of the supervisory, safety and security service are authorised to search people wishing to gain admission to the event for hazardous objects and any containers they bring with them. These include pyrotechnic objects (fireworks). The agents of the supervisory, safety and security service have the right to refuse entry to the event, without reimbursement or compensation, to any persons who refuse to be searched or who wish to bring hazardous objects onto the event grounds with them.

### § 3 Admission to the event grounds

Admission to the event grounds is permissible only with valid admission authorisation (entrance tickets, accreditations). By purchasing an entrance ticket or accepting an accreditation, the visitor agrees to these rules of admission. Visitors must not bring any alcoholic drinks or hazardous objects of any kind with them. Failure to observe this ban will lead to admission to the event grounds being refused or to expulsion from the event grounds. The security police may make an exception for small quantities of alcoholic drinks. The organiser's security police carry out safety, security and admission checks at all official entrances in and along the event grounds throughout the whole duration of the event. The security police are authorised to search any containers visitors bring with them for hazardous objects and alcoholic drinks. Inebriated persons may be refused admission to the event grounds, without reimbursement or compensation, or may be expelled from the event grounds.

Orders issued by the security police must be obeyed.

### § 4 Damage

Any damage or pollution within the area of the event and damage to or pollution of the facilities must be avoided. The organiser reserves the right to claim compensation. In particular, care must be taken in respect to the environment, by ensuring that waste is not disposed of carelessly but is disposed of properly at a waste collection point. Serious violations may result in the organiser's security police turning visitors away from the event grounds without reimbursement or compensation.

### § 5 Instructions

The orders of the security police for maintaining order, safety and security must be complied with immediately. Any flouting of the rules of admission or misuse of admission authorisations will be punished and result in expulsion from the event grounds without reimbursement or compensation.

### § 6 Alpine terrain

Caution! – alpine terrain! Spectators must adapt their behaviour, clothing and equipment to the particular conditions of a wintery climate in a natural landscape.

The spectator area along the racing course is located in steep natural terrain in wintery conditions and accessible on foot or passable with skis only with restrictions and at the spectators' own risks; relevant notices and barriers must be observed and obeyed. The organiser cannot assume any liability whatsoever for damage to property, injury to persons or damage resulting in material loss, unless the damage or injury is due to wilful or grossly negligent behaviour of the organiser.

### § 7 Taking effect

The ticket purchase becomes effective when the ticket order is placed. By placing the order, the ticket customer agrees to these GTCs.



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## § 8 Ticket dispatch

Tickets are sent out by the organiser to the customer's address, after payment of the ticket price, up to 10 days before the first scheduled race event. In the case of tickets ordered and paid for at a later date, they must be collected in person at the organiser's respective ticket office.

## § 9 Event-related risks

The tickets are valid for a particular date but are not restricted to a specific individual race event (discipline). The races constitute an open-air event. The risk of programme changes, postponements and cancellations can therefore be characterised as a typical risk.

## § 10 Withdrawal

Tickets for the areas along the racing course and the finish-line arena may be returned (ticket withdrawal) by the ticket customer up to 20 days before the first race of the respective racing weekend, stating his/her address and bank details (IBAN + BIC numbers). For calculating the 20-day period, the delivery date / receipt of the notification by the organiser is definitive, not the postmark date. The corresponding ticket value will be refunded within 30 days of the date of return, minus a handling charge of 10%. The date of return is deemed to be the day of the written notification (fax or e-mail) to the organiser. A later ticket withdrawal is not possible.

For VIP tickets such as Gold Card, Hospitality, Sky Lounge and VIP Lauberhorn Lounge, which have been confirmed by the organiser in writing, the following terms and conditions apply:

- Up to 20 days before the respective date of the event, 50% refund.
- Less than 20 days before the respective date of the event, no refund.

## § 11 Cancellation before the date of the event

If the whole race event or meeting (all scheduled races on a racing weekend) or parts of it are cancelled before the day of the event, for any reason (weather, act of God, etc.) and by any

body responsible for keeping order (competition judges, public authorities, etc.) whatsoever, 100 % will be refunded, less 10 % handling charge. In this case, the relevant tickets must be sent to the organiser by registered post within 30 days of the cancellation day, stating the customer's address and bank details (IBAN + BIC numbers). The repayment will be made within 30 days of the organiser receiving the tickets.

Stand tickets, which have been purchased via the advance booking channels of starticket.ch and have not yet been registered and exchanged for stand entry tickets on site, will be refunded by starticket.ch in accordance with the GTCs of starticket.ch.

## § 12 Cancellation on the date of the event

In the case of a cancellation, of a race event not being held at all or only partially carried out, on the date of the event, for any reason (weather, act of God, etc.) and by any body responsible for keeping order (competition judges, authorities, etc.) whatsoever, the following terms and conditions apply:

- If the cancellation takes place before the transport or admission and catering services are received, 100% will be refunded minus a 10% handling charge.
- If the cancellation takes place during or after receipt of the transport and catering services, only the admission price of the respective race will be refunded.

Entry tickets which have been purchased via the JUNGFRAUBAHNEN sales office or at the ticket office on site can be refunded at those offices.

Stand tickets which have been purchased via the on-line sales offices as advanced bookings and have already been registered and exchanged for stand entry tickets on site can be refunded at the Wengen branch of the Berne Kantonalbank, minus the transport service and a handling charge of 10%, on the corresponding day of the event.



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### § 13 Postponement of a race

If a race event is postponed until another race day at the same place (e.g. Friday to Saturday or Saturday to Sunday), all tickets, incl. VIP tickets, remain valid for admission to their particular zone.

### § 14 No-shows

If the tickets are not used due to a reason other than the fault of the organiser, there is no entitlement to a refund.

### § 15 Compensation

The organiser is not liable for any costs incurred by the customer due to a race cancellation or postponement (compensation such as travel costs, board and lodging, etc.).

### § 16 Pictures and flags

Photographs and pictures taken by ticket-holders during the event may be used exclusively for personal but not commercial purposes. Every ticket-holder gives his/her irrevocable agreement to the use of his/her photographs and voice, free of charge, for all current and future media. This applies to photographs, live broadcasts, programmes and/or recordings of image and/or sound which are taken or made by the organiser or its representatives in connection with the event. Ticket-holders are prohibited from bringing with them and displaying any advertising, commercial, political or religious objects of any kind, including flags, signs, symbols or leaflets.

### § 17 Data Protection

Data received from the customer and necessary for the purpose of executing the order is stored by the organiser in electronic form. This data is subject to data protection legislation and will be used by the organiser only for its own purposes and will not be passed on to third parties.

### § 18 Court of jurisdiction / Applicable law

The court of jurisdiction is that of Thun. Swiss law shall apply.

### § 19 Other

Should one or more of the terms of these GTC prove null and void, this will not affect the validity of the other terms. Such a null and void term must always be replaced by another which is closest to the economic spirit and meaning of the invalid one.

The organiser's General Terms and Conditions of Business (GTCs) form an integral part of the contract which has been concluded with the purchase of this entry ticket.

The organiser reserves the right to amend the GTCs unilaterally.

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Wengen, 1st September 2011