

## General Terms and Conditions of Contract and Travel (GTCT) for bookings on shop.heidiland.com by Heidiland Tourismus AG

Valid from 1 June 2023

*For better readability, the generic masculine form is used in this document. Unless otherwise indicated, all references to persons refer to all genders.*

We are pleased that you are interested in a stay/service in/from the holiday region Heidiland. We kindly ask you to read the following General Terms and Conditions of Contract and Travel (GTCT) carefully. They are part of every contract.

### 1. What these General Terms and Conditions of Contract and Travel govern

- 1.1. Heidiland Tourismus AG (hereinafter HLT) operates a reservation system with call centre (also for group bookings) and an internet portal shop.heidiland.com, which enables customers to book tourist services online. HLT has been commissioned and authorised by the PROVIDERS to arrange services on their behalf and for their account as well as to invoice them if required. PROVIDERS are e.g. hotels, holiday apartment rental companies, experience providers, transport companies, tourism organisations (destinations), etc. HLT itself can also act as PROVIDER for arrangements. The PROVIDER is your contractual partner and is listed by name in the travel documents. In the following, all services are referred to as "travels".
- 1.2. When you make a booking (conclusion of a contract), the contract is concluded directly between you (hereinafter referred to as the customer) and the PROVIDER selected by you.
- 1.3. These General Terms and Conditions of Contract and Travel govern the legal relationship between you and HLT and between you and the PROVIDER as defined in Clause 1.1.
- 1.4. The booking and payment processing is carried out by HLT in cooperation with TouristDataShop AG (TDS). HLT and the PROVIDER authorise TDS to handle and collect bookings on your behalf. The terms of payment are defined in Clause 4.
- 1.5. For technical questions or cancellation of your booking, please contact directly the information point listed in the booking confirmation. If you have any questions regarding payment, please contact us via the e-mail address [payments@heidiland.com](mailto:payments@heidiland.com).

### 2. Registration / How the contract between you and the PROVIDER is concluded

- 2.1. The contract between you and the PROVIDER comes into effect with the unconditional acceptance (confirmation) of your booking by HLT on behalf of the PROVIDERS (together with these GTCT).
- 2.2. If you register other participants in addition to yourself, you are liable for their obligations (in particular payment of the tour price) as for your own. These General Terms and Conditions of Contract and Travel apply to all tour participants.
- 2.3. **No right of withdrawal:** In the case of tourism services for which the dates of service provision have been agreed or the services can be obtained within an agreed period of time, there is no right of withdrawal and no right to cancel free of charge. Should you be entitled to a right to cancel free of charge on the basis of legal provisions, you waive this right as far as this is legally permissible.

### 3. Services

- 3.1. The PROVIDER offers the information provided on shop.heidiland.com and via the call centre for objects, rooms, flats, experiences and other service(s). The PROVIDER updates this information and is solely responsible for the accuracy of the information at the time of booking.
- 3.2. The services result from the service description on the internet at shop.heidiland.com and the confirmation. Special requests on your part or ancillary agreements are only part of the contract if they have been confirmed unconditionally and in writing by the PROVIDER or HLT on behalf of the PROVIDER.
- 3.3. Descriptions of public transport, tourist attractions and facilities, infrastructure, opening hours of all kinds are of a purely descriptive nature. Any resulting claims for damages or liability are explicitly excluded, unless they are part of the booked services.
- 3.4. If bringing pets, it is the customer's responsibility to clarify and ensure prior to booking that this pet, with details of type and size, is permitted. The customer is liable for damages.

### 4. Prices and terms of payment

- 4.1. **Prices:** The prices for the services can be found in the information on the internet at shop.heidiland.com or in the confirmation.
- 4.2. The prices in Swiss francs (CHF) are authoritative. Prices in other currencies (e.g. determined using a currency converter) are for information purposes only and are not binding. Invoices shall be issued in Swiss francs and shall be payable in Swiss francs. Credit card charges are also made in Swiss francs.  
**Possible bank and credit card fees which may arise with the exchange of a foreign currency into Swiss francs and/or with credit card payments shall be borne by you.**
- 4.3. Unless otherwise stated, prices include Swiss VAT.
- 4.4. **Payment processing by HLT/TDS:** the collection is carried out by HLT/TDS in accordance with Clause 1.4. Online payments are processed via the payment provider payyo.ch, TrekkSoft AG, Hauptstrasse 15, 3800 Matten b. Interlaken, Switzerland.

- 4.5. **Payments of hotel services (incl. hotel arrangements):** You pay for your booked services on arrival according to the details in the confirmation. As a rule, payment shall be made in cash and in Swiss francs. Any other accepted means of payment can be requested from the PROVIDER or will be made known to you on site. If you do not pay for the booked services as stated in the confirmation upon arrival, the PROVIDER is entitled to refuse the booked services and to claim the cancellation costs according to Clause 5.1. **Credit card details** are requested at the time of booking for security purposes only. In the event of cancellation of individual or all travel services or in the event of a no-show, the cancellation costs (Clause 5) will be charged to the credit card. For bookings subject to special conditions (non-refundable rates, last-minute rates, etc.), the service provider may charge the credit card without prior notice at the time of booking in accordance with the information in the booking confirmation.
- 4.6. **Payments of holiday home services:** You pay for your booked services directly at the time of booking by credit card, TWINT or, if this payment option is offered, on account.
- 4.7. **Payments of arrangements, additional services or vouchers:** You pay for your booked services directly at the time of booking by credit card, TWINT or, if this payment option is offered, on account.
- 4.8. **Payment not made on time or credit card or TWINT payment not accepted:** If payments are not made by the due date or if a payment is not accepted or is revoked, the booking shall be deemed to be cancelled and the cancellation charges pursuant to Clause 5.1 shall become due.
- 4.9. The statutory visitor's tax per person and per night will be added to the accommodation price unless otherwise mentioned in the booking confirmation (mandatory surcharge).
- 4.10. In the event of an obvious incorrect booking due to system-related errors in the booking system, the agreed prices shall be invalid. In this case, HLT has the right to cancel the booking without compensation.

## 5. You change your registration, your travel programme or are unable to start the journey (annulment/cancellation)

- 5.1. **Cancellation fees:** In the event of changes, rebookings or cancellations, the following annulment costs/cancellation costs will be levied (as a percentage of the tour price) - unless otherwise stated in the booking confirmation:

### Accommodation services and arrangements:

Cancellations and changes...

- |  |                          |
|--|--------------------------|
| • up to 30 days before the start of the service: | no costs incurred        |
| • 29-14 days before the start of the service:    | 50% of the total amount  |
| • 13-3 days before the start of the service:     | 75% of the total amount  |
| • less than 3 days, as well as no-shows:         | 100% of the total amount |

### Experience offers (tickets, train journeys, excursions, etc.)

Variant 1 (more complex experience offers):

Cancellations and changes...

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|---|--------------------------|
| • up to 5 days before the start of the service: | no costs incurred        |
| • 4-2 days before the start of the service:     | 50% of the total amount  |
| • less than 2 days, as well as no-shows:        | 100% of the total amount |

Variant 2 (simple experience offers):

Cancellations and changes...

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| • up to 1 day before the start of the service:          | no costs incurred        |
| • after 12.00 pm on the day before, as well as no-show: | 100% of the total amount |

In the event of changes or rebookings while retaining the PROVIDER already booked, the booked dates and the main service obligations, a processing fee of **CHF 10.00** may be charged by the PROVIDER, provided that the change or rebooking is possible. Otherwise, the cancellation costs and/or cancellation fee will apply. With regard to cancellation costs, you retain the right to prove that the PROVIDER has incurred no or less damage as a result of the cancellation, rebooking or modification of your services. The date of receipt of your declaration by HLT during normal office opening hours (this also applies to notifications by e-mail, telephone or other media) is decisive for calculating the date of cancellation, rebooking or change. For Saturdays, Sundays and public holidays, the next working day is decisive (place: Bad Ragaz). Irrespective of the date of receipt of the cancellation, HLT may charge a cancellation fee of **CHF 50.00** per annulment.

- 5.2. A fee of **CHF 10.00** will be charged for rebooking any of HLT's own services (arrangements, experiences).
- 5.3. **Annulment costs insurance/cancellation costs insurance:** It is recommended that you take out annulment and cancellation costs insurance. For bookings of own services for which HLT is the PROVIDER, annulment costs insurance can be taken out additionally for a surcharge. This covers the annulment costs in the event of illness, accident or death of a travel participant or persons legally close to him. In these cases, in addition to the written annulment, the reason for annulment must be proven and any travel documents already issued must be returned.
- 5.4. **Substitute traveller:** If you cancel your travel services, you can name a substitute traveller who can enter into the contract under the same conditions. If a substitute traveller enters into the contract, you and he are jointly liable (jointly and severally) for the payment of the entire tour price. HLT or the PROVIDER will inform you within a reasonable period of time whether the named substitute traveller can take part in the trip. If you name the substitute traveller too late or if he cannot participate due to travel requirements, official orders, legal regulations, etc., your trip cancellation is deemed to be an annulment.

## 6. Changes to the prospectus announcements, price changes, changes in the transport area

- 6.1. **Changes before conclusion of the contract:** The PROVIDER and HLT expressly reserve the right to change information on the internet at shop.heidiland.com, service descriptions, prices etc. at any time.
- 6.2. **Price changes after conclusion of the contract:** Price increases may result from subsequent increases in transport costs, newly introduced or increased government levies and charges. If the cost of these travel services increases, it may be passed on to you. The tour price increases accordingly. The price increase can take place at the latest 3 weeks before the start of the journey.
- 6.3. **Programme and service changes, changes in transport after your booking:** The PROVIDER also reserves the right in your interest to change the travel programme or individual agreed services (such as accommodation, mode of transport, means of transport etc.) if force majeure, unforeseeable or unavoidable circumstances make it necessary. The PROVIDER shall endeavour to offer you equivalent substitute services. The PROVIDER shall inform you as soon as possible of such changes and their effect on the price.
- 6.4. **Price increases of more than 10% or significant changes to the contract before the start of the trip:** If the price increase is more than 10 percent or the change in the programme or services is a significant change to the agreed trip, you can withdraw from the contract or take part in a substitute trip proposed by the PROVIDER (if such a substitute trip can be proposed). In the event of cancellation of the trip, the amount paid will be refunded to you immediately (in the case of credit card payment by crediting your credit card).
- 6.5. **Programme and service changes during the trip:** Should a programme or service change be made during the trip which affects a significant part of the agreed trip and no appropriate remedy is provided, the PROVIDER will compensate you for any objective reduction in value between the agreed price of the trip and that of the services provided, insofar as the PROVIDER is at fault (for details see Clause 10). If the remedy causes excessive costs or disproportionate effort for the PROVIDER or a case of force majeure exists, the PROVIDER may refuse the remedy. Any additional costs shall be borne by the traveller.

## 7. Trip cancellation by the PROVIDER

- 7.1. **Minimum number of participants:** If a minimum number of participants applies to your booked arrangement or experience, you will find this in the advertisement. If the minimum number of participants is not reached, the PROVIDER may cancel the trip/service as stated in the booking confirmation before the start of the trip. The price paid for the cancelled service will be refunded.
- 7.2. **Force majeure, unforeseeable or unavoidable events, strikes, etc:** Should unforeseeable or unavoidable events, force majeure (e.g. natural disasters, epidemics, riots), weather conditions, official measures or strikes, etc. significantly complicate, endanger or make the trip impossible, the PROVIDER may cancel the trip/service.
- 7.3. If other reasons, which are also beyond our control, prevent the performance of the service, HLT shall make every effort to find an equivalent replacement or another suitable solution. If necessary, the booking can be cancelled by HLT.

## 8. You start the journey but cannot finish it

- 8.1. If you cancel the trip prematurely, the price for the booked service cannot be refunded. Any services not received will be refunded to you, less a processing fee of CHF 50.00, provided they have not been charged to the PROVIDER. Additional costs, such as for transport etc., are at your expense. In this context, please also note the possibility of taking out return travel insurance, which is not included in the travel price.

## 9. If you have something to complain about

- 9.1. HLT excludes liability to the extent permitted by law (see also Clause 7). In particular, HLT is under no obligation to provide any replacement service. This is the responsibility of the PROVIDER.
- 9.2. **Complaint, complaint period and request for remedy:** If the service does not comply with the contractual agreement or if you suffer damage, you are entitled and obliged to complain to the PROVIDER about this defect or damage immediately, i.e. if possible on the same day, and to demand remedy free of charge.
- 9.3. The PROVIDER or HLT (if the provider cannot be reached) on behalf of the PROVIDER will endeavour to remedy the situation within a reasonable period of time. If no remedy is provided within a reasonable period of time or if it is insufficient, have the PROVIDER or HLT confirm in writing that you have complained about defects or reported the damage. If, contrary to expectations, you are unable to reach the PROVIDER, please contact HLT directly. You will receive the necessary details with the booking confirmation. HLT or auxiliary persons of the PROVIDER are not entitled to acknowledge any claims etc. on behalf of the PROVIDER.
- 9.4. **If you assert your claim against the PROVIDER:** If you wish to assert claims for defects, refunds or damages etc. against the PROVIDER, you must submit your complaint in writing to the PROVIDER within one month of the contractual end of the journey. Your complaint must be accompanied by confirmation from the PROVIDER or HLT and any evidence.
- 9.5. **Forfeiture of your claims:** If you fail to report the defects or damage etc. in accordance with Clauses 9.2 and 9.3, you lose and forfeit all rights to remedy, self-redress, reduction of the tour price, termination of the contract and compensation for damages, etc. The same applies if you have not asserted your claim in writing to the PROVIDER within one month after the contractual end of the trip.

## 10. Liability of the PROVIDER

- 10.1. All warranties of title and material defects are excluded to the extent permitted by law.

- 10.2. **General:** Within the framework of these General Terms and Conditions of Contract and Travel, the PROVIDER shall compensate you for the value of agreed services that were not provided or were provided poorly, for your additional expenses or for the damage suffered, insofar as it was not possible for the PROVIDER (and its auxiliary persons such as HLT, etc.) to provide an equivalent substitute service on the spot and there is fault on the part of the PROVIDER (or his auxiliary persons). The following provisions and clauses remain reserved.
- 10.3. **Limitations of liability, exclusions of liability**
- 10.3.1. **International agreements and national laws:** If international agreements and national laws contain limitations or exclusions of compensation for damages arising from non-performance or improper performance of the contract, etc., the PROVIDER shall only be liable within the scope of these very agreements and laws. Clause 10.3.3 remains reserved.
- 10.3.2. **Disclaimers:** The PROVIDER is not liable to you if the non-fulfilment or improper fulfilment of the contract is due to the following causes a) omissions on your part before or during the trip; b) unforeseeable or unavoidable omissions by a third party who is not involved in the provision of the contractually agreed service; c) force majeure or an event which the PROVIDER, HLT and their auxiliary persons could not foresee or avert.  
In these cases, any liability for damages on the part of the PROVIDER is excluded.
- 10.3.3. **Liability for package tours:** In the case of package tours in accordance with Art. 1 Federal Law on Package Tours, liability for damage other than personal injury is limited to twice the tour price/traveller. Lower limits of liability and exclusions of liability in applicable international agreements and national laws (Clause 10.3.1) and the exclusions of liability according to Clause 10.3.2 remain reserved.
- 10.3.4. **Liability for other services:** Liability for other services is subject to Clauses 10.3.1 and 10.3.2. Liability for slight negligence is excluded. And the liability is limited to the single travel price/person. Lower liability limits and liability exclusions in accordance with Clause 10.3.1 or mandatory liability provisions in international agreements and national laws that cannot be changed by contract remain reserved.
- 10.3.5. **Valuables, cash, jewellery, furs, credit cards, documents, computers, telecommunication items, etc:** You are responsible for the safekeeping of these items. The PROVIDER shall not be liable for theft, loss, damage, destruction or misuse, etc.
- 10.3.6. **Wasted holiday time:** Liability for wasted holiday time, useless holiday time spent, frustration damage etc. is excluded.
- 10.3.7. **Car, train, flight and boat timetables, etc:** Compliance with these timetables cannot be guaranteed. Delays may occur in the event of large volumes of traffic, traffic jams, accidents, congestion at airports, diversions, delayed border clearances, weather conditions, etc. In all these cases, the PROVIDER shall not be liable.
- 10.4. **Events during the trip:** Outside the agreed itinerary, local events or excursions may be booked during the trip. It is your own responsibility whether you participate in such events and excursions. These events and excursions are organised by third-party companies (third-party services). Neither the PROVIDER nor HLT is your contracting party and is not liable in any case.
- 10.5. **Non-contractual liability:** non-contractual and quasi-contractual liability is governed by the applicable provisions of the law and international agreements. Whereby non-contractual and quasi-contractual liability is excluded to the extent permitted by law and cannot give rise to any further liability than under Clauses 10.1 to 10.3.
- 10.6. Should the liability provisions in these General Terms and Conditions of Contract and Travel violate mandatory provisions that cannot be modified by contract, liability shall be limited to the extent permitted by law.

## 11. Liability of the travel participants

- 11.1. You must pay in full for any damage demonstrably caused by you during your stay. Any damage must be reported to the service provider or his representative before departure.

## 12. Arrangements organised by HLT

- 12.1. HLT can organise arrangements itself. This is explicitly stated in the respective advertisements. In this case, HLT is your contractual partner and these General Terms and Conditions of Contract and Travel apply.

## 13. HLT/TDS as intermediary or booking and payment processor

- 13.1. HLT usually acts as an agent for the PROVIDER's services, but may also be authorised by the PROVIDER to collect the bookings on his behalf (see Clause 1). In both cases, any liability of HLT for the performance of the PROVIDERS is excluded under all legal titles. HLT shall only be liable if it has committed a fault within the scope of the arrangement. Whereby the contractual, non-contractual and quasi-contractual liability for auxiliary persons as well as for slight negligence is excluded. HLT's liability is limited to direct, immediate damage, excluding indirect, consequential damage, loss of holiday enjoyment or wasted holiday time, etc., as well as punitive damages and similar claims and demands.
- 13.2. In exceptional cases, HLT and the PROVIDER may authorise TDS to handle the processing and collection of bookings on their behalf (see Clause 1). In this case, any liability of TDS for the performance of the PROVIDERS is excluded under all legal titles. TDS is only liable if it has made a mistake within the scope of the booking and payment processing through its own fault. Whereby the contractual, non-contractual and quasi-contractual liability for auxiliary persons as well as for slight negligence is excluded. TDS's liability is limited to direct, immediate damage, excluding indirect, consequential damage, loss of holiday enjoyment or wasted holiday time, etc., as well as punitive damages and similar claims and demands.

## 14. Entry, visa and health requirements

- 14.1. If your trip includes only Swiss domestic services, you are responsible for obtaining and complying with entry, visa and health requirements. If the trip includes travel to Switzerland from abroad or if a foreign service is included during your trip, HLT or the PROVIDER will inform you of the entry requirements for travellers with the nationality of your country of residence (the address given by you when booking is decisive), provided your place of residence is in Switzerland, EFTA or the EU. You are responsible for complying with the entry regulations of fellow travellers of other nationalities.
- 14.2. If travel documents need to be issued or renewed, visas obtained, you are responsible for this yourself. Likewise, you yourself are responsible for complying with entry, health and foreign exchange regulations.

## 15. Self-travel

- 15.1. If your arrangement does not include travel, you are responsible for arriving on time. No refunds can be made in the event of late arrival due to traffic congestion, overloaded transport routes, delayed public or private transport, entry delays, weather conditions or reasons that lie with you, etc.

## 16. Online voucher

- 16.1. The customer can purchase an individualised voucher via [shop.heidiland.com](http://shop.heidiland.com). Using templates and personally created text modules, the system generates a voucher which includes a voucher code. By means of the preview function, the purchaser can check the text before ordering. The text entered on the shop is processed directly by the system. HLT has no obligation to check the text etc. HLT can therefore not be held liable for spelling and typing errors.
- 16.2. The purchaser can choose between "print@home" and dispatch (print&delivery). With "print@home", the purchaser prints out the voucher himself. After successful payment of the voucher, the purchaser receives the voucher document by e-mail. The purchaser prints this out himself. The printout is possible with commercially available printers. The quality of the printout depends on the printer used. HLT therefore does not guarantee the quality of the printout. There is no surcharge on the voucher price for "print@home".
- 16.3. With print&delivery, HLT prints out the voucher and sends it according to the shipping method specified at the time of purchase. The delivery time is between 2-5 working days. Vouchers can be sent within Switzerland and to EU and EFTA countries. Packages and parcels can only be sent to Switzerland. The shipping costs will be charged to the customer in addition to the price of the voucher (and other purchased services). – If the customer has purchased a package or parcel for shipment to a foreign country or if shipment is not possible for other reasons, the order will be cancelled and the amount paid will be credited to the means of payment used. – Cash payment is not possible for credit and debit card payment, Maestro card or bank transfer, etc.
- 16.4. The voucher is valid for 2 years from the date of issue.
- 16.5. The voucher is stored in the system with a code. The voucher is transferable to other persons.
- 16.6. The voucher is only valid on [shop.heidiland.com](http://shop.heidiland.com) or in the call centre and can only be used for services that can be booked online by entering the voucher code in the shopping basket. The voucher cannot be redeemed without a voucher code. If the value of the voucher exceeds the price of the booked service, the remaining voucher amount remains. The redeemer will receive a corresponding e-mail. – The holder of the voucher code is entitled to redeem it with HLT. HLT has no verification obligations and may consider the holder of the voucher code as an authorised person.
- 16.7. The voucher cannot be refunded or exchanged for cash. No partial or residual balance payouts will be granted either. If a voucher is redeemed in the shop, the person redeeming the voucher will receive information via e-mail about any remaining credit.
- 16.8. If a service paid for with a voucher is cancelled, the cancellation provisions according to the General Terms and Conditions valid at the time of booking shall apply. Any credit will first be made to the voucher up to the amount paid with the voucher. In addition, the credit is made to the means of payment used at the time of booking (e.g. credit to the credit card).
- 16.9. The customer service is available for questions under the telephone numbers +41 81 300 40 20 (Info point Bad Ragaz), +41 81 720 18 18 (Info point Flumserberg) or under the e-mail address [info@heidiland.com](mailto:info@heidiland.com).

## 17. Gift card (debit card)

- 17.1. In cooperation with the card issuer boncard payment & services ag ([www.boncard.ch](http://www.boncard.ch)), HLT distributes the Heidiland gift card. The gift card is a debit card that can be purchased and for which a credit balance is held by the customer with HLT and/or the participating service providers/third-party suppliers (see also [www.heidiland.com/geschenkkarte](http://www.heidiland.com/geschenkkarte)). The customer can use the credit on the gift card to purchase goods and services within the scope of the conditions listed in Clause 10. These Terms and Conditions serve to clearly regulate the mutual relationships between the customer, HLT and the participating service providers/third-party suppliers.
- 17.2. The gift card can be topped up at HLT and/or the participating service providers/third-party suppliers at the checkout. The customer must check the card immediately after receipt and report any defects or discrepancies without delay or complain by e-mail or letter. Later complaints that are not immediately communicated will not be taken into account.
- 17.3. After activation, the gift card with the loaded credit can be used as a means of payment at the participating service providers/third party suppliers. No interest is paid on the credit balance.  
The gift card must be presented at the checkout to pay. Already activated, multi-loadable gift cards can be reloaded.
- 17.4. The gift card is valid for 2 years. The loaded card credit expires after this period. The gift card is non-personal and transferable. This card is therefore to be treated like cash. No cash payment of the total amount, the remaining balance or exchange for goods vouchers is possible. The gift card will not be replaced if lost or stolen.
- 17.5. No customer information is collected for the administration of the gift cards. State-of-the-art security technology is used to protect the data. However, no liability can be assumed for the security of data transmitted via the internet.
- 17.6. The remaining balance of the gift card can be seen on the card terminal or can be checked at "[www.myboncard.ch](http://www.myboncard.ch)".

- 17.7. The card issuer boncard payment & services ag reserves the right to make changes to the gift card programme and the associated GTCs at any time. The respective valid version shall be published on "www.boncard.ch" and shall be deemed accepted by the customer as of publication.

## 18. Data protection

- 18.1. HLT and the PROVIDER are subject to Swiss data protection legislation.
- 18.2. HLT and the PROVIDER shall transmit the data required for billing and collection (incl. credit card data) to TDS. TDS uses this data exclusively for booking and payment processing and for collection.
- 18.3. HLT may collect, store, process data to the extent necessary or appropriate to fulfil contractual obligations, maintain and improve customer relationships, quality and service benchmarks, maximise operational safety or in the interests of sales promotion, product design, crime prevention, key economic data and statistics and billing. The customer hereby acknowledges and agrees that HLT may forward the customer data to the PROVIDER so that the latter can fulfil its obligations.
- 18.4. HLT as well as the PROVIDER reserve the right to transmit the data to third parties or to make the data accessible to the authorities in order to enforce legitimate interests or in case of suspicion of a criminal offence.
- 18.5. Furthermore, the data protection provisions of HLT or those of the PROVIDER shall apply.
- 18.6. If you have any questions about HLT's data protection, please contact the e-mail address [datenschutz@heidiland.com](mailto:datenschutz@heidiland.com), for questions regarding the PROVIDER's data protection, please contact the PROVIDER directly.

## 19. Ombudsman's Office

- 19.1. Prior to any legal dispute, you are obliged to contact the Ombudsman's Office of the Swiss Travel Industry, P.O. Box, 8038 Zurich. The Ombudsman's Office always strives to reach a fair and balanced decision in disputes between the tour participant and the tour operator. If no agreement can be reached, the ordinary legal channels are open to you.

## 20. Applicable law and place of jurisdiction

- 20.1. Should individual provisions of these General Terms and Conditions of Contract and Travel be invalid, void or unenforceable, this shall not invalidate the contract. Rather, the invalid, void or unenforceable provision shall be replaced by a provision that comes as close as possible to the objective of the invalid, void or unenforceable provision.
- 20.2. Subject to mandatory statutory provisions or mandatory international agreements, the parties agree: The legal relationship between you and the PROVIDER and between you and HLT shall be governed exclusively by Swiss law. For legal actions against the PROVIDER, the registered office of the PROVIDER is agreed as the exclusive place of jurisdiction. The PROVIDER may sue the customer at the customer's place of residence or at the PROVIDER's registered office. For legal actions against HLT, the exclusive place of jurisdiction is agreed to be Mels (District Court Sarganserland-Werdenberg), Canton St. Gallen, Switzerland. HLT may sue the customer at the customer's place of residence or at the registered office of HLT.

### Contact point:

Heidiland Tourismus AG, Valenserstrasse 6, CH-7310 Bad Ragaz, +41 81 720 08 20, [info@heidiland.com](mailto:info@heidiland.com)

Bad Ragaz, 1 June 2023