

## GENERAL TERMS AND CONDITIONS

We are pleased that you have chosen to plan your MICE (Meeting, Incentive, Conference, Event) with Engelberg-Titlis Tourismus AG. The Meeting & Incentive Team of Engelberg-Titlis Tourismus AG offers several arrangements in Engelberg. In the following text, the event planner is referred to as Engelberg-Titlis Tourismus AG.

The following General Terms and Conditions\* explain the legal obligations existing between you, "the client", and Titlis-Engelberg AG. These terms and conditions become a mutually binding part of the business agreement when the client confirms the intention of doing business with Engelberg-Titlis Tourismus AG.

Special mutual agreements between the client and Engelberg-Titlis Tourismus AG explicitly contained in the confirmation of the contractual agreement to do business with each other supersede this document of general terms and travel conditions.

### 1. Signing of contract

The client's unconditional order placed in writing, by phone or in person, establishes a legal agreement between the client and Engelberg-Titlis Tourismus AG.

Binding dates and times will be confirmed to the client by the event planner in writing. Upon receipt of this written confirmation, the client agrees to carefully check the offer and immediately inform the event planner in writing or by phone of any possible changes and disagreements.

If the offer is acceptable as is, the client will inform the event planner as soon as possible of the approval, and will return the signed confirmation to Engelberg-Titlis Tourismus AG immediately.

### 2. Bids/Offers

Submitting an offer or bid is a service provided free of charge by Engelberg-Titlis Tourismus AG. The event planner is expressly not responsible for printing errors and changes in availability.

With your request you agree to receive our MICE Newsletter. You can unsubscribe at any time.

### 3. Prices

Engelberg-Titlis Tourismus AG quotes the best possible terms (e.g. group rebates, discounts with guest cards, etc.), but these can vary depending upon the local provider of the services. Price and program changes are possible.

All price quotes will be in Swiss Francs (CHF) and include value-added taxes unless otherwise indicated.

### 4. Price changes

Our prices are based on quotes provided to us by local service providers, and are based on the prices given at the time of our contractual agreement.

Engelberg-Titlis Tourismus AG reserves the right to change the quoted prices, in which case the client would be notified of any changes before signing and closing a contract.

An increase in any contractually fixed costs may occur as a result of unforeseen added taxes, an increase in the price of specific services or through changes in the international exchange rates. Notification of such changes would be given three (3) weeks before the planned event at the latest.

Should an increase of more than 10% occur, the client has the right to nullify the contractual agreement in writing and per registered mail within five (5) days after such notification, without incurring any costs or financial obligation.

### 5. Number of participants

Engelberg-Titlis AG has the right to determine the minimum number of participants. Should this minimum number of participants not be achieved, Engelberg-Titlis Tourismus AG may cancel the event at the latest 3 weeks prior to the planned event.

The number of participants must be made known to the event planner at the latest 6 weeks prior to the event.

### 6. Payment

At the signing of the contractual agreement a deposit of 50% of the costs (a minimum of 100 CHF) is required. Payment of the remaining balance and total costs of the event must follow within 30 days after receiving the bill of services.

In the case that no other arrangements have been agreed to, coupons and other documents will be distributed/ issued after the deposit has been received.

Failure to make the initial deposit payment on time allows Engelberg-Titlis Tourismus AG the right to refuse delivery of services and entitles the event planner to abandon the contractual agreement after a designated grace period. (Cancellation fees included)

### 7. Changes and Cancellation Policy

In the case of changes to or cancellation of confirmed services, the fees stated in the confirmation plus additional costs will be charged to the client as follows:

Cancellation of the event or parts thereof:

- up to six (6) weeks prior to the event: cancellation free of charge
- 6-4 weeks prior to arrival: 20% of arrangement
- 4-2 weeks prior to arrival: 50% of arrangement
- 13-4 days prior to arrival: 80% of arrangement
- 3-0 days prior to arrival: 100% of the arrangement

Individual cancellation conditions apply to all booked services booked in addition to the accommodation. The delivery of the client's cancellation to the Engelberg-Titlis Tourismus AG offices determines the official cancellation date for the purpose of calculating the cancellation fees; for deliveries on Saturdays, Sundays or local legal holidays the date of the next immediate working day will be used. Cancellation fees are calculated as a percentage (%) of the total event costs at the time of cancellation. Additional costs of third parties will be charged to the client.

### 8. Complaints

Complaints, time frame for complaints and corrective action: Should the event or provided services not meet the contractual agreement, or should the client experience damages, the client is obligated to inform Engelberg-Titlis Tourismus AG or the service provider immediately - if possible during the event itself - of any shortfalls or damages and demand complementary corrections and changes.

Engelberg-Titlis Tourismus AG or the service provider will try to make these requested corrections and changes immediately or within a reasonable time frame. In such cases where corrections are not made or are insufficient, the client will ask the service provider (in any case Engelberg-Titlis Tourismus AG) to record in writing the alleged shortfalls, damages and lack of corrective action.

If the client claims shortfalls, refunds and damages etc. towards Engelberg-Titlis Tourismus AG, written complaints must reach Engelberg-Titlis Tourismus AG within one month after the event. The complaint must include the confirmation from the service provider and any supporting documents.

If the client fails to claim the shortfall or the damages according to points 8.1 and 8.2, the client will lose all rights to corrections, reductions of the event costs, damages, compensation, etc. The same applies, if the client's written claims have not been submitted to Engelberg-Titlis Tourismus AG within a month after the event.

### 9. Insurance

The client is not insured by Engelberg-Titlis Tourismus AG and we recommend that the client takes out a private cancellation insurance policy depending upon the event. Engelberg-Titlis Tourismus AG is not liable for accidents during the events. The client is independently responsible for sufficient health and accident insurance coverage.

### 10. Liability

In accordance with these General Terms and Conditions, Engelberg-Titlis Tourismus AG will compensate the client for the value of services that have been agreed upon in the case that they have not or have only partially been provided, or in the case that the client has incurred additional costs or damages, taking into account any alternative compensation - equal to in value or in kind - that was immediately provided by Engelberg-Titlis Tourismus AG or by another provider at the time and place of the event.

Liability restrictions, exclusions, international agreements and national laws:

In the case that international agreements and national laws stipulate limitations for and exclusions of damages stemming from non-delivery or only partial fulfillment of the contractual obligations, Engelberg-Titlis Tourismus AG is only liable to provide the maximum compensation as stipulated in these agreements and laws.

Liability exclusions:

Engelberg-Titlis Tourismus cannot be held liable for non- or only partial fulfillment of contractual obligations if the following reasons can be proven:

- a) client default prior to or during the event
- b) unforeseen or unavoidable default ascribed to a third party who is not contractually responsible for the provision of event services
- c) an Act of God or Nature, or any occurrence that Engelberg-Titlis Tourismus AG or a third party provider

could not foresee or avoid despite reasonable diligence.

In such cases Engelberg-Titlis Tourismus AG is excluded from any liability.

Furthermore, Engelberg-Titlis Tourismus AG is excluded from any liability for third party services arranged for by the event planner.

Other damages (damages to property, valuables, etc.):

In the case of other damages (damages to property and valuables) caused by nonfulfillment or partial-fulfillment of contractual obligations, the liability of Engelberg-Titlis Tourismus AG is limited to the maximum amount of two times the event fee calculated per participant, unless the damage was caused intentionally or by gross-negligence; general business regulations and relevant international agreements and national laws with lower damage liabilities and damage exclusions have priority.

Valuables, cash, jewelry, furs, credit cards, documents, computers, telecommunication devices, etc.:

The client is personally responsible for the security and secured storage of these items. Engelberg-Titlis Tourismus AG is not liable for the theft, loss, damage, destruction or misuse etc. of these items.

Bus, railway, airline schedules, etc.:

Travel according to schedule cannot be guaranteed. Delays can arise from transportation hindrances, traffic delays, accidents, crowded airport conditions, detours, border delays, inclement weather, etc. The event planner cannot be held responsible in any of these cases.

Local events or additional excursions may be booked separately from the contractual planned event, in which case the client is personally responsible for deciding on whether to participate in such an event or excursion.

These events and excursions will be provided by a third party (independent service provider). Engelberg-Titlis Tourismus AG is neither a contractual partner nor in any way a liable party in such an arrangement.

General liability:

Relevant local laws form the basis for extracontractual General Liability. In the case of other damages (other than personal injuries) liability is limited to damages double the event costs calculated per participant, unless international agreements or national laws stipulate lower liability limits or exclusions.

### 11. Entry laws, visas and health regulations

The client is responsible for procuring proper entry papers, visas and health documents. Should entry from another country into Switzerland, or a service in another country during the event be part of the event program, Engelberg-Titlis AG will inform the client of the entry requirements specific to the client's country of primary residence. The client is responsible for obtaining and communicating the regulations specifically pertaining to event participants from other countries, and for ensuring that these participants comply with those requirements.

The client is responsible for travel documents requiring issuance, extension or the procurement of a visa. The client is also responsible for his/her own compliance with entry, health and currency regulations.

### 12. Private arrival arrangements

Should travel arrangements not be included in the event agreement, the client is responsible for his/her own arrival. In case conditions such as traffic jams, road hindrances, public and private transportation delays, foreign entry delays, inclement weather or any other personal reasons hinder the client's arrival, no refund will be given.

### 13. Applicable laws and jurisdiction

The contractual terms between the client and Engelberg-Titlis Tourismus AG are based on Swiss law.

For legal complaints against Engelberg-Titlis Tourismus AG, laws according to the jurisdiction of Sarnen, Canton Obwalden, Switzerland, will apply. Für Klagen gegen Engelberg-Titlis Tourismus AG wird der ausschliessliche Gerichtsstand Sarnen, Kanton Obwalden, Schweiz vereinbart.

**This text is a translation. The original version in German remains the legally binding document.**