



GENERAL TERMS AND CONDITIONS

ENGLEBERG-TITLIS TOURISMUS LTD.

BOOKING CONDITIONS FOR APARTMENTS AND HOTELS

The Engelberg-Titlis Tourismus AG (ETT AG) handles holiday flats, houses and hotel accommodation on behalf of the present owners or their official representative. Full information concerning the lodging to let or the hotel, as the case may be, is compiled by us with the utmost care. The Engelberg-Titlis Tourismus AG regrets but declines all responsibility for any unnotified changes made afterwards.

1. CONDITIONS FOR PAYMENT HOLIDAY APARTMENTS AND PACKAGES:

Engelberg-Titlis Tourismus AG will charge the total amount directly to the credit card you provide at the time of booking. Immediate payment by Paypal or Twint is also possible. Bookings made up to 60 days before arrival can also be made against invoice, with the following breakdown of the amounts: A deposit consisting of 40% and a possible cancellation insurance. The remaining amount is due 30 days before arrival.

Our bankers: Sparkasse Schwyz CH-6390 Engelberg, account no. 16 6.211.034.09 Clearing No. 6633.

IBAN-Nr.:CH92 0663 3016 6211 0340 9, BIC-Code:RBABCH22633

Payments in EURO on account no. 4402244 at the Sparkasse Hochschwarzwald, Am Postplatz 10, DE-79822 Titisee-Neustadt (BLZ 680 510 04).

IBAN-Nr.:DE45 6805 1004 0004 4022 44, BIC-Code:SOLADES1HSW

2. CONDITIONS FOR PAYMENT HOTEL RESERVATIONS

Payment for hotel reservations is usually made directly at the hotel. The hotels require credit card information in order to guarantee the booking. Your credit card details will therefore be checked when you make the booking (pre-authorization). The booking conditions of the booked hotel apply in the event of changes and cancellations. In the case of special offers or reduced rates, the hotel may charge your credit card for the full booking amount at the time of booking. These exceptions are noted in the room description on our website.

3. COST AND EXTRAS

The prices listed in CHF in the rental agreement are binding. The EUR prices listed are indicative prices. When booking, the average monthly exchange rate for the current month is applied. We reserve the right to adjust prices for reasons beyond our control (e.g. currency fluctuations, newly introduced or increased taxes). In individual cases, the ancillary costs listed are merely guidelines and may therefore be subject to minor changes. The maximum number of persons (including children) permitted to occupy the rental property is as stated on the contract.

4. CANCELLING AND MODIFYING THE LEASE

Holiday apartments and packages:

If the tenant wishes to withdraw from the existing rental contract, the following conditions apply:

Up to 30 days prior to arrival free of charge (except for the amount of the cancellation insurance taken out).

From 30 to 15 days before arrival, the amount to be paid corresponds to the deposit (40% of the total price).

After this period, the full amount is due (100%).

In any case, ETT AG will charge an additional processing fee of CHF 50.00 per canceled or changed booking. If the apartment can be re-let after a cancellation, ETT AG is obliged to refund the customer the full amount minus a processing fee of CHF 50.00.



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Booking hotels:

By making a booking at a hotel, you accept the hotel's terms and conditions with regard to cancellations and no-shows. The hotel's general terms and conditions can be found in the hotel's room description on our website and on our reservation confirmation. These terms and conditions may also apply to changes to the reservation for certain offers. Please check your booking carefully before finalizing it.

We recommend that every guest takes out cancellation insurance at the time of booking.

5 COMPLAINTS

The information summarized in the system has been compiled conscientiously and carefully. Should there nevertheless be demonstrable shortcomings, ETT AG must be informed immediately by telephone or e-mail (phone +41 (0)41 639 77 77, welcome@engelberg.ch) if the shortcomings cannot be rectified locally, so that everything necessary can be done to rectify the service disruption or provide equivalent accommodation. Should the holiday guest not claim his reserved accommodation or an equivalent alternative proposed by us, the vacation guest does not make use of the booked accommodation or the equivalent alternative proposed by us, we will not make any refunds. Any liability is also excluded in such cases. We would like to point out that complaints or any claims can only be dealt with after notification within 72 hours of the service being used. These claims must also be submitted directly to ETT AG in writing within 10 days of the end of the stay, otherwise any claim for compensation will lapse. The claim for damages shall in no case exceed the amount of the rental fee. If no agreement can be reached, the place of jurisdiction is Sarnen, Canton Obwalden, Switzerland.

6. ACTS OF GOD

In vacation travel, extreme events can occur from time to time for which we are not responsible. If force majeure, environmental disasters or forces of nature prevent us from carrying out our agency activities, we are entitled to cancel the booking without compensation. If other reasons, for which we are also not responsible, prevent us from providing the service, we can either move you to another vacation apartment or hotel or, if necessary, cancel the booking. In this case, you will be refunded the amount paid, but you waive any further claims.

7. LIABILITY

ETT AG is liable for the proper reservation on site. However, ETT AG is not liable for unforeseeable circumstances that cannot be influenced by ETT AG, such as

- Failures or malfunctions in the water and/or electricity supply as well as facilities such as heating such as heating, elevator, swimming pool, etc.
- Reduction of the rental value due to environmental damage, temporary increased noise pollution, e.g. traffic detour, building site, etc.

The tenant must pay in full for any damage demonstrably caused by the tenant during the stay. Any damage must be reported to the owner or his representative before departure.



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ADDITIONAL SUPPLEMENTARY CONDITIONS FOR PACKAGE TRIPS

8. PACKAGE TRIPS

A package tour exists if the transportation is offered by ETT AG together with accommodation or another tourist service at a total price, lasts at least 24 hours or includes an overnight stay.

9. PROGRAM CHANGES FOR PACKAGE TOURS AND BOOKED ACTIVITIES

Under certain circumstances, a booked travel or activity program or an additional service cannot be carried out as planned. In this case, ETT AG will endeavor to find an equivalent replacement or other suitable solutions. In the event of force majeure (see definition above), official measures, technical defects, etc., ETT AG may also cancel the trip, activity or additional service directly before the start of the trip, in which case the price already paid will be refunded in full.

10. RETURN, REFUND AND EXCHANGE OF EVENT TICKETS FOR PACKAGE DEALS

General information:

The responsible contractual partner of the ticket purchaser for the execution of the event arranged by ETT AG or the provision of the service associated with the ticket is the respective organizer. The possibility, conditions and processing of a return, refund or exchange of purchased tickets for events is therefore decided solely by the organizer, and in no case by ETT AG.

Special features if an event or the venue is postponed:

If an organizer decides to postpone an event or change a venue, the ticket is valid for the postponed date or the new venue, regardless of the reasons for the postponement. It is at the discretion of the organizer to decide whether tickets can be returned, refunded or exchanged.

ADDITIONAL SUPPLEMENTARY CONDITIONS FOR EXPERIENCES/ACTIVITIES/TICKETS

11. BROKERAGE OF EXPERIENCES/ACTIVITIES/TICKETS

ETT AG arranges services from providers of indoor and outdoor activities and mountain railroad tickets in the name and for the account of the respective service provider. All information about the providers and their services has been compiled by us on site with the greatest possible care. We cannot accept any liability for changes that have occurred without our knowledge after this information went to press, or for possible transmission or printing errors.

12. RESERVATION

The guest will receive the reservation confirmation for the booked service immediately after the reservation has been made.

13. PAYMENT

ETT AG will charge the total amount directly to your credit card at the time of booking. Immediate payment by Paypal or Twint is also possible. If payment is made in advance, the guest receives a voucher/gift certificate authorizing him/her to use the reserved services. The voucher must be presented to the provider together with an identity card.

14. PRICES

The prices listed in CHF in the reservation confirmation are binding. If the service provider is subject to VAT, the price includes VAT. We reserve the right to adjust prices for reasons beyond our control (e.g. currency fluctuations, newly introduced or increased taxes).

15. RETURN, EXCHANGE AND PREMATURE TERMINATION

Tickets or activities purchased online cannot be returned or exchanged. If an activity is canceled prematurely, the tickets expire and no claims for damages can be asserted. The general terms and conditions of the respective providers/service providers apply.



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15. RETURN, EXCHANGE OF TRANSPORT TICKETS

The responsible contractual partner is the respective transportation company. In the case of tickets for mountain railroad services, a right to return and refund and/or exchange may exist in exceptional cases in accordance with the applicable tariff and transportation conditions of the transport company. The applicable tariff and transportation conditions of the respective mountain railroad company apply.

16. CANCELLATION OF THE ACTIVITY

The booked indoor or outdoor activities can only be refunded if the booked service cannot be provided or is canceled by the provider. The following reasons will lead to a refund in the event of cancellation:

- Proven capacity bottlenecks on the part of the provider.
- Weather conditions that require operations to be suspended in order to ensure safety.
- Complete failure of the provider (e.g. too few participants for the minimum number of participants)
- Bankruptcy or takeover of the provider, which leads to the invalidity of the agreement made with ETT AG. If an activity is canceled, ETT AG will refund the nominal value of the service.

17. COMPLAINTS

The information summarized in the system has been compiled conscientiously and carefully. If there is evidence of inadequacies, ETT AG must be informed immediately if complaints cannot be settled amicably between the service provider and the guest. In such cases, ETT AG will endeavor to correctly examine the services complained about and find satisfactory solutions. If the guest does not make use of the booked service or the equivalent alternative proposed to him/her, no refund of payments made will be made. All further claims for damages are also excluded in such cases. ETT AG expressly points out that any complaints can only be dealt with after notification within 72 hours of use of the service. These claims must also be asserted in writing to ETT AG within 10 days of the end of the stay, otherwise any claim for compensation will lapse. Should no agreement be reached in the legal relationship between you and ETT AG, Swiss law shall apply. The exclusive place of jurisdiction for legal action against ETT AG is Sarnen, Canton Obwalden, Switzerland.

18. FORCE MAJEURE

Extreme and unforeseeable events can always occur in vacation travel. If force majeure, environmental catastrophes, forces of nature, epidemics or pandemics prevent ETT AG from providing its services, ETT AG is entitled to cancel bookings without compensation. If other reasons, which are also beyond the control of ETT AG, prevent the provision of services, ETT AG may make changes to bookings or, if necessary, cancel a booking. In the event of cancellation, any amounts paid will be refunded, but no further claims can be made.

19. DISCLAIMER

The providers of indoor and outdoor activities disclaim any liability for accidents that occur before, during or after the use of the service (as a rule, the terms and conditions of the respective provider apply). Accident and liability insurance is the responsibility of the participants.

ETT AG accepts no liability for damage to property, personal injury or other financial losses in connection with the organization and/or implementation of indoor and outdoor activities by third parties as providers. In particular, ETT AG excludes any liability for damages caused by provider cancellations, inadequate organization or by the implementation of activities, regardless of whether these damages were caused by the provider, by auxiliary persons of the provider or by third parties. Any claims for damages against ETT AG are excluded. Any disputes between you and Engelberg-Titlis Tourismus AG are subject to Swiss law. The exclusive place of jurisdiction for legal action against ETT AG is Sarnen, Canton Obwalden, Switzerland.



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BOOKING CONDITIONS FOR MICE CLIENTS

We are delighted that you are planning your meeting, incentive, congress or event (MICE for short) with Engelberg-Titlis Tourismus. Engelberg-Titlis Tourismus AG offers MICE events in Engelberg through its Meeting & Incentive department. The organizer is hereinafter referred to as Engelberg-Titlis Tourismus AG. These General Terms and Conditions govern the legal relationship between you and Engelberg-Titlis Tourismus AG and are an integral part of your booking confirmation with the organizer. Special provisions in the confirmation between the customer and Engelberg-Titlis Tourismus take precedence over these General Terms and Conditions of Contract and Travel.

1. SIGNING OF CONTRACT

A contract is concluded between you and Engelberg-Titlis Tourismus AG when you place your order without reservation in writing, by telephone or in person.

We will confirm the binding dates and times in writing. The customer undertakes to check our offer carefully on receipt and to notify us immediately in writing or by telephone of any changes or discrepancies.

If you agree with our offer, please let us know as soon as possible. The confirmation must be signed and returned immediately.

2. OFFERS

The preparation of the offer is a free service provided by Engelberg-Titlis Tourismus AG. Printing errors and changes in availability are expressly reserved.

With your request you agree to receive our MICE newsletter. This can be canceled at any time.

3. PRICES

We apply the best possible conditions, such as group discounts, reductions with guest cards, etc., which may vary depending on the local service provider. Prices and programs are subject to change. All prices are in Swiss francs and include VAT, unless otherwise stated.

4. PRICE CHANGES

Our prices are based on the offers obtained from our local service providers that were valid at the time you placed your order.

Engelberg-Titlis Tourismus AG expressly reserves the right to change the prices quoted. In this case, we will inform you of the price changes before the contract is concluded.

An increase in the contractually agreed costs may result from an increase in transportation taxes, an increase in the prices of certain services or changes in exchange rates and will be announced at least 3 weeks before the event.

If the price increase is more than 10%, you have the right to withdraw from the contract by registered letter within 5 days at no cost to you.

5. NUMBER OF PARTICIPANTS

Engelberg-Titlis Tourismus AG may stipulate a minimum number of participants. If this minimum number of participants is not reached, Engelberg-Titlis Tourismus AG can cancel the service up to 3 weeks before the event at the latest.

The number of participants must be communicated to us at least 6 weeks before the event.

6. PAYMENT

A deposit of 50%, at least CHF 100.00, must be paid when the contract is concluded. The total invoice must be paid after the event within 30 days of receipt of the invoice.

Unless otherwise agreed, any vouchers or other documents will be issued or sent to you after receipt of the down payment.

Failure to pay the deposit on time entitles Engelberg-Titlis Tourismus AG to refuse the agreed services and to withdraw from the contract after a reminder period has elapsed (subject to cancellation costs).



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7. CHANGES AND CANCELLATION POLICY

If definitively ordered services whose booking we have confirmed to you are changed or canceled, the organization fee from the confirmation plus the following costs will be charged:

Cancellation of the event or individual parts thereof:

- up to 3 months before the event: no costs for the booked arrangement
- up to 2 months before arrival: 50% of the booked arrangements
- up to 4 weeks before arrival: 90% of the booked arrangements
- less than 4 weeks before arrival: 100% of the booked arrangements

For all booked services in addition to the overnight stays, the individual cancellation conditions apply. The date on which Engelberg-Titlis Tourismus AG receives your declaration is decisive for calculating the cancellation date; on Saturdays, Sundays and public holidays, the next working day is decisive. Cancellation costs are calculated as a percentage of the current total order volume at the time immediately prior to the total cancellation. Additional fees charged by third parties will be passed on to the customer.

8. COMPLAINTS

Complaints, deadline for complaints and remedy:

If the event or the service received does not comply with the contractual agreement or if you suffer damage, you are obliged to complain to Engelberg-Titlis Tourismus AG or the service provider immediately, i.e. if possible during the event, about this defect or damage and to demand remedy free of charge.

Engelberg-Titlis Tourismus AG or the service provider will endeavor to remedy the situation immediately or within a reasonable period of time. If no remedy is provided or if it is not sufficient, you must have the service provider (if applicable Engelberg-Titlis Tourismus AG) record the defects or damage complained about and the failure to remedy them in writing.

If you wish to assert claims for defects, refunds or damages etc. against Engelberg-Titlis Tourismus AG, you must submit your complaint in writing to Engelberg-Titlis Tourismus AG within one month of the event. Your complaint must be accompanied by confirmation from the service provider and any evidence.

If you do not report the defects or damage in accordance with sections 8.1 and 8.2, you will lose and forfeit your rights to redress, reduction of the event price, compensation, etc. The same applies if you have not asserted your claim to us in writing within one month of the event.

9. INSURANCE

The participant is not insured by Engelberg-Titlis Tourismus AG. Depending on the program, we recommend that customers take out cancellation insurance on a private basis.

Engelberg-Titlis Tourismus AG accepts no liability for accidents during the programs. Participants are responsible for their own health and accident insurance.

10. LIABILITY

Engelberg-Titlis Tourismus AG will reimburse you within the framework of these general terms and conditions for the value of agreed but not provided or poorly provided services, your additional expenses or the damage suffered, insofar as it was not possible for Engelberg-Titlis Tourismus AG or the service provider to provide an equivalent replacement service on site.

Limitations of liability, exclusions of liability, 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, Engelberg-Titlis Tourismus AG is only liable within the scope of these same agreements and laws.

Liability exclusions:

Engelberg-Titlis Tourismus AG is not liable if the non-fulfillment or improper fulfillment of the contract is due to the following causes:

- a) to failures on your part before or during the event;
- b) unforeseeable or unavoidable failures of a third party who is not involved in the provision of the contractually agreed service;



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c) force majeure or an event which Engelberg-Titlis Tourismus AG or the service provider could not foresee or avert despite due care.

In these cases, any liability for damages on the part of Engelberg-Titlis Tourismus AG is also excluded. Any liability on the part of Engelberg-Titlis Tourismus AG is excluded for mediated services.

Other damages (property damage and financial loss etc.):

In the event of other damages (such as property damage and financial losses) arising from non-performance or improper performance of the contract, the liability of Engelberg-Titlis Tourismus AG is limited to a maximum of twice the event price per person, unless the damage was caused intentionally or through gross negligence; these General Terms and Conditions as well as the relevant international agreements and national laws with lower liability limits or exclusions of liability remain reserved.

Valuables, cash, jewelry, furs, credit cards, documents, computers, telecommunications equipment, etc.:

You are responsible for the safe storage of these items. Engelberg-Titlis Tourismus AG is not liable for theft, loss, damage, destruction or misuse, etc.

Bus, train and flight timetables etc.:

Compliance with these timetables cannot be guaranteed. Delays may occur in the event of heavy traffic, traffic jams, accidents, airport congestion, detour, delays at border crossings, weather conditions, etc.. We are not liable in any of these cases. Outside the agreed program of events, local events or excursions can be booked during the stay. It is your own responsibility whether you take part in such events and excursions. These events and excursions are organized by third-party companies (third-party services). Engelberg-Titlis Tourismus AG is not a party to the contract and is not liable under any circumstances.

Non-contractual liability:

Non-contractual liability is governed by the relevant legal provisions. For other damages (i.e. not personal injury), liability is in any case limited to twice the event price per person, unless international agreements or national laws provide for lower liability limits or exclusions of liability.

11. ENTRY LAWS, VISAS AND HEALTH REGULATIONS

On arrival, you are responsible for obtaining and complying with the entry, visa and health regulations.

If the event includes travel from abroad to Switzerland or a foreign service during the event, Engelberg-Titlis Tourismus AG will inform you of the entry requirements for travelers with the nationality of your country of residence. You are responsible for complying with the entry regulations for travelers of other nationalities.

If travel documents have to be issued or extended or visas obtained, you are responsible for this yourself. You are also responsible for complying with entry, health and foreign exchange regulations.

12. PRIVATE ARRIVAL ARRANGEMENTS

If your event package does not include travel, you are responsible for ensuring that you arrive on time. No refunds can be made in the event of late arrival due to traffic jams, congested traffic routes, delays in public or private transportation, delays in entry, weather conditions or reasons for which you are responsible.

13. APPLICABLE LAWS AND JURISDICTION

The legal relationship between you and Engelberg-Titlis Tourismus AG is governed by Swiss law. The exclusive place of jurisdiction for legal action against ETT AG is Sarnen, Canton Obwalden, Switzerland.



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CONDITIONS FOR ONLINE SHOP

1. DELIVERY

We deliver throughout Switzerland. All items are available for immediate delivery.

2. Ordering Procedures

The following regulations apply when an order is received in our online store: The consumer submits a binding contract offer by successfully completing the order procedure provided in our online store.

The order is placed in the following steps:

- 1) Select the desired goods
- 2) Confirm by clicking on the "Booking" button
- 3) Check the details in the shopping cart
- 4) Accept the general terms and conditions
- 5) Click on the "Complete order" button
- 6) Login to the online store after registering and entering the login details
- 7) Re-check or correct the respective data entered.
- 8) Binding dispatch of the order.

Before submitting the binding order, the consumer can return to the website on which the customer's details are recorded and correct input errors or cancel the order process by closing the Internet browser by pressing the "Back" button contained in the Internet browser used by him after checking his details. We confirm receipt of the order immediately by means of an automatically generated e-mail. With this e-mail we accept your offer.

3. SHIPPING COSTS

You can be sure that your items will arrive reliably, promptly and on time. You pay no shipping costs. For insurance reasons, vouchers worth CHF 100.00 or more are sent by post with the option of shipment tracking.

4. VOUCHERS (GIFT CARDS)

Value vouchers (Engelberg vouchers) can be redeemed in all restaurants, hotels, stores and mountain railroads in Engelberg (except Coop and Migros). Experience vouchers can only be redeemed for the service listed on the voucher in ETT AG's own webshop. The value of the voucher is deducted directly in the shopping cart when booking online. The customer receives the voucher with the discount code by e-mail in PDF format. The discount code on the voucher can only be used once and will be checked at the time of booking. Cash payment is not possible. An online reservation in advance may be required and the number of places may be limited - booking subject to availability. Once a booking has been made, our supplementary booking conditions for experiences/activities/tickets listed above apply.

5. RETENTION OF TITLE

We reserve title to the goods until the purchase price has been paid in full.

6. PRICE

Prices include value added tax. All items are payable by credit card.

7. QUALITY GUARANTEE

12 months warranty. Please contact ETT AG directly in the event of material or manufacturer defects.

8. RIGHT OF RETURN

You can return items that you do not like within 10 days. In the case of a delivery in several parts, the return period is extended until you have received the remaining delivery(s). Please always enclose the delivery bill so that we can credit your return immediately. Your right of return does not apply to embossed, engraved, customized or used items.

Return address:

Engelberg-Titlis Tourismus AG
Tourist Center



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9. COMPENSATION FOR DAMAGES

Claims for damages due to errors in illustrations, prices and texts or due to delayed and omitted deliveries are strictly excluded.

10. DATA PROTECTION

The data required for business transactions are used within the framework of order processing. All personal data will be treated confidentially.

11. DISCLAIMER FOR EXTERNAL LINKS

Our website contains links to other sites on the Internet. The following applies to all these links: Engelberg-Titlis Tourismus AG expressly declares that it has no influence whatsoever on the design and content of the linked pages. We therefore expressly distance ourselves from all content of all linked third-party sites on www.engelberg.ch and do not adopt this content as our own. This declaration applies to all links displayed and to all content of the pages to which links lead.

12. CUSTOMER SERVICE

Our customer service for questions, complaints and claims is available during our seasonal opening hours.

Phone: +41 41 639 77 77

Fax: +41 41 639 77 66

Email: welcome@engelberg.ch

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

Engelberg, 1 October 2024

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