

## General Terms and Conditions

### 1 Area of application

These General Terms and Conditions (GTCs) govern the contractual relationship between you as customer (customer) and STC Switzerland Travel Centre AG (STC).

The GTCs apply to a booking made through any of the distribution channels which STC currently operates (footnote 1) and then only when it comprises an all-inclusive travel package put together by STC for the end-user according to Article 1 of the all-inclusive travel law (booking of a pre-configured travel package, see footnote 2). In cases where the customer only books individual travel components (flight, hotel, rental car etc.) and/or personally combines these into a package and books them, or the package is compiled by a third party, STC acts only as an agent for the services of the third party and is not the contractual partner and is therefore not liable for the correct execution of the order.

### 2 Conclusion of contract

If the customer books a travel package as defined by the all-inclusive travel law (see article 1 above) through one of the sales channels operated by STC, this forms a request to enter into an all-inclusive travel contract. The customer's request is binding for the 7 working days during which STC must provide written confirmation of the booking and the contract comes into effect only from the date of that written confirmation and only within the limits of that confirmation. If the offer from STC differs from the customer's request, this is considered an offer by STC and STC is bound to it for 7 working days. The contract becomes valid on this new basis if the customer declares his agreement within this time. Payment by the customer is also considered to be acceptance of the contract. STC is entitled to decline a request for a booking within 72 hours without giving any reason. The booking confirmation by STC, these GTCs and all instructions from STC for undertaking the journey from the content of the contract concluded between the customer and STC.

### 3 Prices

Subject to article 5 below, the price charged to the customer consists of the overall price advised before payment is made and confirmed by the customer, which includes all charges, taxes and surcharges. The total price depends on the individual design of the travel package and may therefore vary from examples on STC internet sites. Unless otherwise stated, prices for individual arrangements are in Swiss francs and include Swiss VAT.

### 4 Booking fees

STC is entitled to charge a booking fee. The effective amount of the booking fee will be advised to the customer during the booking procedure before payment confirmation. In addition postage and/or other charges may apply for the services of suppliers or third parties etc. These costs will also be advised before a credit card is charged.

### 5 Payment conditions

For certain kind of bookings (especially hotels) a credit card is needed for guaranteeing purposes and the customer is paying directly at the hotel. Within the booking process the customer is informed about this procedure. In all other cases payment for the journey is due at the time of booking. As long as the customer has not paid, STC has the right to refuse service and/or may terminate the contract without notice.

The customer may choose to make payment with a credit card according to STC guidelines. STC is entitled to pass on to the customer all charges made to it by the credit card company arising from the use of the credit card. The customer will be advised of relevant surcharges before the payment confirmation. Invoicing is only possible in exceptional circumstances and at the discretion of STC.

### 6 Confirmation and travel documents

Confirmation of a booking is made electronically. Where, after the current technical development of the STC internet sites, or because of the requirements of third parties, paper tickets have to be issued, these will be sent separately to the customer by post or some other appropriate means and the customer will be charged the additional postage or courier costs. If the customer has not received all travel documents, either electronic or paper, at the latest 5 working days before departure, he must report this immediately. If the customer fails to report this, this is deemed to be a cancellation of the journey for which the customer is financially liable and STC cannot be held responsible for the journey not being undertaken (see 9.2 below).

Bookings made 3 working days or less before departure are subject to an express handling fee (min. CHF 20.-). STC is not liable for delayed delivery by third party postal or courier services.

### 7 Price increases and other changes made by STC

Unavoidable changes to, or deviations from, individual travel arrangements by STC are permissible if they arise after conclusion of the contract and are made in good faith and do not affect the overall character of the journey. Permissible changes include changes to the itinerary, last minute alteration to flight times, as well as changes of aircraft type or airline and other changes covered in these GTCs.

STC reserves the right to increase published prices, after a contract has been concluded, in the following circumstances:

- A fare change by the transport company (e.g. fuel surcharge)
- Newly introduced or increased obligatory fees or taxes (e.g. increased port or airport taxes)
- A change in currency conversion rates

In the event that STC is obliged to alter the price of a journey for any of the above reasons, STC will inform the customer of the price increase by email at least 15 working days (see footnote 3) before the date of departure and at the same time is entitled to directly charge up to 10% of the original price of the booked journey to the customer's credit card.

If the price increase is more than 10% of the original price of the journey booked by the customer and if STC does not offer the customer an alternative of equal value as per article 11.1.7 below, the customer has the right to withdraw from the journey within 5 days at no charge. The customer must inform STC of the cancellation of the contract by registered letter, or by email which is only sufficient if it is reconfirmed by STC. In such cases, STC will reimburse all payments already made.

### 8 Cancellation by STC

The all-inclusive packages offered by STC may be based on a minimum number of participants. If this number is not reached, STC can cancel the package by email up to three weeks before the date of departure at the latest. STC also reserves the right to cancel bookings for reasons outside its control, e.g. refusal or withdrawal of landing rights, act of God, act of nature, war, civil unrest, strike etc. STC will make every effort to inform the customer of this as soon as possible.

If STC cancels the booking, the contract is annulled and in this instance STC will refund all payments made. STC may also offer the customer an alternative of equal value. STC accepts no further liability beyond this.

### 9 Change of booking and cancellation by the customer

The customer is permitted to change or cancel a reservation only under exceptional circumstances and will incur all resulting costs mentioned under article 9.2. Any cancellation or change of booking by the customer must be made by registered letter or email. Notification by email is only sufficient if it is reconfirmed by STC. Notification is only considered effective when STC is in receipt of all relevant information such as name and address of the person travelling, the booking number and the date of travel, as well as the precise reason and any relevant medical certificates, etc. Relevant information or assurance by the tour guide or any other person not employed by STC will not be recognized.

Cancellation or rebooking of the following services are excluded:

- Flights
- Events

### 9.1 Handling fee

STC is entitled to charge the customer a handling fee of a minimum of CHF 60.- per person and a maximum of CHF 120.- per booking for processing a cancellation or change of a booking. Additionally, STC can make booking changes dependent on payment of the fees charged by individual service suppliers such as airlines, hotels etc. STC is entitled to directly debit these additional costs and the processing fee to the customer's credit card.

### 9.2 Cancellation charges

Only in exceptional circumstances will STC waive a cancellation fee. This can particularly apply in the case of an online hotel booking where the customer has been notified by the hotel of the latest date the booking may be cancelled without charge. In all other cases of cancellation by the customer STC will, in addition to the handling fee (see article 9.1 above), charge a cancellation fee in percentage of the package price, based on the following cancellation deadline before commencement of travel:

Time of cancellation (see footnote 4)	Charge to customer
Cancellation > 30 days before date of travel	Handling fee to be paid
Cancellation 30 to 15 days before date of travel	20% of package price, but at least the cost of the handling fee to be paid
Cancellation 14 to 8 days before date of travel	50% of package price to be paid
Cancellation 7 to 1 day before date of travel	90% of package price to be paid
Cancellation < 1 day before date of travel or no-show	100% of package price to be paid

100% of travel costs are always payable for rail tickets and airline tickets booked online. The effective date of a cancellation or change to a booking is reckoned to be the date when it can be proved that STC received notification in writing from the customer with all necessary information, according to article 9 above. For Saturdays, Sundays or public holidays, the next working day applies (see footnote 3).

### 9.3 Cancellation protection

#### 9.3.1 Conclusion of an insurance contract

We highly recommend concluding a cancellation costs insurance if you do not already have an insurance with high enough coverage. This insurance is payable as a supplement to the holiday package.

#### 9.3.2 Insurance protection

Insurance protection equals the General Terms and Insurance Conditions of STC which are provided together with the travel documents at the time of conclusion of the contract. In case of a holiday cancellation through the customer, the insurance premium remains due. The insurance coverage assistance (coverage during the journey) is not included but can be offered through a third party insurance company on request.

### 9.4 Reduced bookings

If a number of people have booked a journey or all-inclusive package and one or more of these people cannot participate in the journey (reduced booking) then this reduction counts as a cancellation for the non-participating person or persons and the reduced booking will incur the charge of a processing fee and cancellation costs for the non-participating person(s), article 9.2.

### 9.5 Replacement person

If someone is unable to travel, they may provide a replacement under the following conditions:

- The replacement person must be willing to undertake the booked journey under the same conditions
- The other service suppliers (hotels, airlines, railways etc) accept the change unconditionally
- The replacement person fulfills all travel requirements (passport, visa, vaccination regulations)
- There is no legal or official ruling against participation by the replacement person.

STC may charge a processing fee and other costs referred to in article 9.1 for the participation of the replacement person and may debit the customer's credit card. Any settlement between the customer and the replacement person is a matter for the customer. For these purposes STC views the customer and the replacement as the same person.

### 10 Passport and visa requirements / health formalities

The customer should contact the embassy or consulate of the relevant destination for detailed information regarding valid passport and visa requirements as well as health formalities.

### 11 Liability

#### 11.1 General

STC is liable only within the limits of these GTCs and only insofar as STC has not offered the customer an alternative solution of equal value according to article 11.1.7. Furthermore, liability on the part of STC exists only to the extent that damages were predominately caused by STC or their service suppliers (hotel, rail company etc). STC is not liable under any circumstances for collateral damages. The maximum of STC's liability for non-person damages is twice the net all-inclusive package price.

#### 11.1.1 Program change

STC does not accept liability for changes to the program resulting from delayed flights or strikes. STC is also not liable for program changes as a result of uncontrollable natural occurrences or acts of God (including high or low water for boat journeys), official directives or delays by third parties.

#### 11.1.2 Locally booked events and excursions

STC bears no liability for damages resulting from or in association with excursions or events booked locally by the customer during the journey. This also applies where the relevant documentation was available at the local agency or was otherwise given to the customer by the local tour guide.

#### 11.1.3 Accidents and illness

STC accepts liability for direct damages for death, bodily injury or illness during a journey in the event of culpability by STC or a business (hotel etc) contracted by STC. Damages incurred as per 11.1.2 above are specifically excluded. In the event of death, bodily injury or illness in connection with air transport or the use of transport companies (rail, ship, bus etc), the extent of claims for damages is limited to the amounts specified in relevant international agreements or national law. STC has no further liability in these cases.

#### 11.1.4 Information for air passengers

Travel on international air transport is governed by the rules of the Montreal Convention and the Warsaw Agreement. This includes liability in the event of death or bodily injury to passengers, delay to passengers and/or their baggage, and destruction, loss or damage of the baggage. Which directive will apply and under which conditions depends on which states have signed and ratified the directive.

#### 11.1.5 Damages

STC accepts liability for theft and loss during a booked journey in the event that a company contracted by STC is at fault. In each case the liability is for the direct damage but the amount is limited to a maximum of twice the net travel cost of the person affected. In the event of damage or loss in connection with air travel or the use of transport companies (rail, ship, bus etc) the extent of claims for damages is limited to the amounts specified in relevant international agreements or national law. STC has no further liability in these cases.

#### 11.1.6 Assurance of customer money

STC is a member of the guarantee fund of the Swiss Federation of Travel Agents (www.sv.ch) and guarantees the security of money received in connection with bookings.

#### 11.1.7 Adequate alternative

If it is not possible for STC to provide the journey as offered and booked, they will attempt – without liability – to provide an adequate alternative adhering, as far as possible, to the objective purpose or character of the original journey. An adequate alternative would be, among others, a different hotel room category, a destination of equal value or another hotel of equal value.

#### 11.1.8 Complaints

If the customer has grounds for complaint during the journey, these must be communicated immediately to the STC representative or the service provider. In addition, the customer is obliged to do everything possible to help to eliminate/correct the problem and limit the possible damage. This is a necessary precondition for any later claim for damages but also, in most cases, facilitates remedying the situation. If the intervention of the customer does not achieve an acceptable solution, the customer must request written confirmation of the complaint and its cause from the tour leader or the service supplier. (For the consequences of non-compliance, see article 11.1.9 below). In event of theft or other criminal acts a written report by the local police must be obtained and attached. The local representative/service supplier is not authorised to recognise any kind of claim or reasons that could lead to compensation for damages.

#### 11.1.9 Compensations

Any claim for compensation, together with written confirmation from the local STC representation or the service supplier, respectively possible police statements, must be received in writing by STC in Zurich not later than 4 weeks after the agreed date of the end of the journey. If these conditions are not met all demands for compensation expire.

#### 11.1.10 Statute of limitations

The statute of limitations for possible compensation claims is one year after the agreed return journey. Compensation claims cannot be assigned.

#### 11.1.11 Breakup of the holiday

If the journey must be ended prematurely for reasons caused by the customer, STC is not obliged to make a refund.

#### 11.1.12 Passport, visa and immigration requirements

STC accepts no responsibility for denial of entry because of a missing or refused visa. The customer is personally responsible for compliance with mandatory passport, visa, customs, currency and health regulations.

#### 11.1.13 Air travel

The flight offerings of STC on their internet sites include travel with aircraft of scheduled airlines as well as special flight schedules with aircraft of Swiss and foreign companies. If not otherwise stated, prices are for flights in economy class. Published flight schedules, airlines, connections and aircraft type may be subject to change. If two or more tickets are issued to the passenger, STC is not responsible for ensuring the minimum connecting time.

#### 11.1.14 Sporting opportunities

Sporting opportunities are basically offered by third parties over which STC has little or no influence. STC can therefore not guarantee that the described sport can be carried out at all times and without restrictions. Any customer who is particularly interested in a specific sport should request written confirmation before departure that it is possible to participate in the relevant sport to the desired degree during the holiday. The customer is responsible for ensuring any necessary medical certificate, equipment or qualifications.

#### 11.1.15 Cultural events

It is essential to order tickets for cultural events in good time. STC charges a booking fee, according to the event organiser, of a minimum of CHF 30.00. Ordered tickets may not be returned and entry to events cannot be cancelled. Booking of all-inclusive packages cannot be dependent on acquiring the tickets for an event. Entry tickets can only be booked in conjunction with an all-inclusive package. Ticket prices are usually higher than the price printed on them as ticket agencies charge a commission.

#### 12 Data protection

STC places great value on the protection of its customers' privacy and data. The company processes personal data in accordance with Swiss data protection legislation for the sole purpose of concluding the contract.

#### 13 Changes to the General Terms and Conditions

STC reserves the right to change these GTCs at any time and without prior notice.

#### 14 Copyright

The entire contents of the STC internet sites as well as its logo and the online appearances of STC as well as of third party suppliers are protected by copyright. In using STC internet sites, the user has no rights to the contents, software, an incorporated brand or any other element of the STC internet site. It is forbidden to reproduce or use the STC internet sites and the logos therein for public or commercial use without the previous written consent of STC.

#### 15 Not an offer

Information and opinions published on STC internet sites represent neither incitement nor encouragement to buy, nor are they offering or selling travel, nor are they an incitement or encouragement to engage in any other transactions. They solely provide information for the customer for the purpose of booking a journey.

#### 16 Operation of the internet sites

STC makes every effort to be comprehensive and topical in the compilation and updating of information on its internet sites. But STC and its contracted partners offer no guarantee (including liability towards third parties) that information publicised on STC internet sites is accurate, up-to-date or complete.

STC also takes no responsibility for and gives no guarantee that the function of the internet sites is not interrupted or problem-free, that problems are solved immediately, or that sites or the relevant server is free of viruses or other damaging elements. STC also is not liable for mistakes, breakdown of bookings and non-transmission of messages due to user mistake. It is specifically forbidden to use STC internet sites for tests or other purposes. Also expressly forbidden is the misuse of STC internet sites as well as unauthorised entry into the STC database. For control purposes, STC stores internet protocol numbers (IP) in special protocols and reserves the right to take legal measures against misuse.

#### 17 Right to make changes

All information, performance and other displays, links and other messages may be altered at any time without prior warning or explanation to the user.

#### 18 Travel description

Travel descriptions and the display of facilities including hotel grounds, distances and views, buildings in close proximity and similar are naturally liable to change and are by their nature subjective. The customer is therefore warned that pictures of hotels, facilities and their surroundings may be different at the time of departure or booking and that STC has no influence over building work, the source of emissions etc. near the place of stay and therefore makes no guarantee. STC also has no influence on the composition of the guests, reservations in restaurants, opportunities for sports and events etc. at destinations, the language spoken and local customs, the quality of service and the food on offer. STC therefore accepts no liability for the aforementioned groups of circumstances.

#### 19 Connected internet sites

When accessing a link the customer may possibly leave the STC internet site. STC has not checked the content of the internet sites of third parties and assumes no responsibility for their information, opinions and content and especially any offers they may contain.

#### 20 Use of email

Transmission of emails via open networks is unprotected and can be intercepted, read and altered by third parties. Even when the sender and recipient are in Switzerland, it is possible that emails are transmitted regularly and uncontrolled over the borders. In addition to the content, the sender and recipient are identifiable and therefore it is possible to connect back to an existing connection to STC. This applies also to emails that are used for communication with STC (e.g. while using the internet sites and the e-services of STC). STC is hereby authorised to send the customer emails. STC is in no way liable for damages incurred through the use of emails or from the non- or late execution of instructions given by email. These regulations will also be valid for future forms of unprotected means of communications that are comparable in their function and risk situation. Communication to postal addresses, including email addresses, supplied by the customer or used by the customer in contacting STC, are considered duly delivered. Delivery of emails is calculated at the time it was sent by STC. Unless proven to the contrary, delivery by post is assumed to be two days in Switzerland and four days abroad from the date of sending from a Swiss post office.

#### 21 Validity of the General Terms and Conditions

The invalidity of one or more of the stipulations of these GTCs does not affect the validity of the remaining stipulations. The valid stipulations remain in force. Invalid stipulations should be replaced by a stipulation of equal value that reflects the economic purpose of the invalid stipulation.

#### 22 Legal jurisdiction

The contract between the customer and STC, including the question of the outcome and the validity of the contract, is governed solely by Swiss law. The sole place of legislation for any dispute is the city in which the head office of STC is located. In case of dispute, the text of the German version of these GTCs is legally binding.

#### 23 Telephone numbers and email address of STC

For calls: +41 (0)43 210 55 00 Mon – Fri (from 8am to 6pm)

Email address: info@stc.ch

#### Footnotes:

- 1) As of 1st January 2014 This includes among others (but not exclusively) the STC call centre and the internet sites sbb.ch/travel; secure-stc.ch; stc.ch; swiss-hotels.com etc.
- 2) The term 'all-inclusive travel' is used as defined by the Swiss Federal Law on all-inclusive travel of 18th June 1993 (SR944.3). According to article 1, paragraph 1, an all-inclusive arrangement is a pre-determined combination of at least two of the following services when this combination is offered at an overall price and lasts more than 24 hours or includes an overnight stay: a. transport, b. accommodation, c. other tourism services that are not supplementary services to transport or accommodation and which comprise a substantial part of the overall product.
- 3) Public holidays valid at the location of the STC head office apply.
- 4) The day of travel is not included. The calculation is based on the day of receipt of the cancellation.