

General Contractual and Travel Terms and Conditions GCTTC (Edition 07/17)

We are pleased to note your interest in the Heidiland Holiday Region and thank you for your confidence. Please read these General Contractual and Travel Terms and Conditions (GCTTC) carefully. They are part of each contract.

1. Scope

1.1. These GCTTC shall govern the contractual relationship between you and Heidiland Tourism (HLT) for the package holidays arranged by us along with other travel and accommodation services.

1.2. These GCTTC distinguish between package holidays and other travel and accommodation services. A holiday is considered to be a package holiday if at least one additional travel service is offered by HLT at an all-in price in addition to accommodation services and/or the arrangement lasts for a minimum of 24 hours.

1.3. If a package holiday contract has been concluded, the Swiss Federal Act on package holidays (PRG) in its current version is applicable. As long as the PRG does not provide specific rules for a contractual problem, these GCTTC shall additionally apply.

1.4. If other travel and accommodation services are arranged for you by HLT on behalf of and on the account of another service provider/third party supplier that do not fall within the definition of a package holiday pursuant to Paragraph 1.2. of these GCTTC (e.g. service provider/third party supplier accommodation or services), HLT shall not be a contractual partner. The terms of cancellation and payment of the service provider/third party supplier shall apply along with its General Terms and Conditions of Business. Should this occur, we shall not accept any liability for the services rendered by service providers/third party suppliers. The failure to provide such services on any grounds whatsoever shall have no impact on the relationship between us. We refer in particular to their liability conditions, which may be consulted with service providers/third party suppliers.

2. Conclusion of the contract and services

2.1. The contract between you and HLT shall be concluded upon acceptance of your written or oral booking by HLT and shall have definitive effect from this time. These GCTTC shall apply to all members of the travel party.

2.2. The services are specified in the service description provided in brochures, on the internet and/or in the booking confirmation.

2.3. The number of persons specified in the contract shall be adhered to under all circumstances and may not be exceeded without the explicit approval of HLT and the service provider/third party supplier. If such approval is not sought and granted, the contract may be terminated by HLT without compensation.

3. Payment terms, prices and additional costs

3.1. The amount quoted in the booking confirmation is binding and is in Swiss Francs (CHF) and inclusive of VAT unless otherwise stated in the booking confirmation. Price adjustments may only be made in the event of the introduction of or increases to fees, charges or taxes, increased transport costs or the like until 3 weeks prior to the start of the holiday. In some instances

specified additional costs are only given as guidance and can therefore be subject to slight fluctuations.

3.2. The prices denominated in Swiss francs are definitive. Prices in other currencies (for example, as determined by a currency calculator) are provided solely for information purposes and are not binding. Invoices are issued in Swiss francs and are payable in Swiss francs. Credit card charges will also be in Swiss francs. Bank and credit card fees which may possibly arise due to the exchange of a foreign currency into Swiss francs, and/or due to credit card payment fees, are your responsibility.

3.3. Paying for package deals, extras or vouchers: Your booked services are to be paid for directly by credit card when booking or, if this payment option is offered, on account.

3.4. Payment of accommodation services (including hotel packages.): Your booked services are to be paid for on arrival according to the information in the booking confirmation. The payment must be made in cash, in Swiss francs. Other means of payment that are accepted are listed on the booking confirmation or will be made known to you locally. If you do not pay on arrival for the booked services, according to the information in the booking confirmation, the service provider/third party supplier is entitled to refuse the services booked and demand cancellation costs in accordance with Paragraph 4.3. Your credit card information will be requested when booking only for security purposes. In case of cancellation of any or all of the travel services or in case of a no-show the cancellation costs (Paragraph 4.3.) are billed to your credit card.

3.5. If the credit card payment is not honoured or if it is refused, the booking will be treated as cancelled and the cancellation costs as described in Paragraph 4.3. will be charged.

3.6. The statutory tourist tax per person per night will be added to the overnight rate unless otherwise stated in the booking confirmation.

3.7. In the event of an evidently erroneous booking caused by errors in the booking system, the prices agreed upon shall be invalid. Should this occur, HLT shall be entitled to cancel the booking without compensation.

3.8. If payment is not made on time, HLT may as broker withhold all services, terminate the contract without compensation and charge any cancellation fees in accordance with paragraph 4.3.

4. Cancellation of and amendments to the contract by the guest

4.1. For bookings of packages and services, where HLT is the organizer, a cancellation costs insurance can be completed for a supplement. It covers the costs of cancellation in the event of illness, accident or death affecting the traveller or a person close to him or her. In this case you need to send us a written notification of the decision to cancel as well as evidence of the reason for cancellation, and return any travel documents that have already been issued.

4.2. For bookings, where HLT is a pure mediator (see also Paragraph 1.4), HLT does not offer cancellation insurance. However, we recommend that you take out travel insurance including cancellation cover.

4.3. Our written approval will be required should you wish to cancel or amend a booking. Any request to amend or cancel a booking must be submitted to us promptly in written form.

4.4. A fee of CHF 10.00 will be charged for rebookings of package deals, adventures and all personal expenses.

4.5. Should you cancel your package holiday prior to the start of the holiday, you will be charged the following percentage amounts of the cost of the holiday in addition to an optional administration fee of CHF 50.00:

- Up to 30 days prior to the day of arrival: none
- 29 – 14 days prior to the day of arrival:
50 % of the total amount due
- 13 – 3 days prior to the day of arrival:
75 % of the total amount due
- 2 – 0 days prior to the day of arrival:
100 % of the total amount due

If a booking is made in accordance with Paragraph 1.4. of this contract, the terms of cancellation and payment of the service provider/third party supplier shall apply.

4.6. The relevant date shall be that on which notice is received. Notices delivered on a Saturday, a Sunday or a public holiday shall be deemed to have been received on the next working day.

4.7. A no-show shall be treated in the same manner as a cancellation. In such an eventuality, HLT or the service provider/third party supplier shall be entitled to charge the amount owed to the credit card that was provided to Datatrans as a guarantee (security deposit) at the time of booking. In the event of an early departure the full amount shall be owed.

4.8. If you are unable to use the holiday booked, you may specify a replacement person, who shall take on the holiday under the same terms. This will only be possible if the replacement person accepts a joint liability for payment of the package holiday price and if the service providers involved in your holiday (hotels, airlines, train companies etc.) accept this change.

4.9. HLT will inform you within a reasonable period whether the designated replacement traveller can participate in the trip (in the high season this can take a few days); for trips with conditions for participation, a review is needed. If you name the replacement traveller too late or if he is unable to participate due to travel requirements, administrative orders or legal regulations, etc. your withdrawal from the trip is regarded as a cancellation.

4.10. You are responsible for arranging your own arrival journey. No reimbursement will be paid in the event of late arrival as a result of breakdowns or disruptions to public or private transportation (including rail and air travel) or for personal reasons.

4.11. If you interrupt your trip prematurely, you will not be refunded the price of the booked trip. Extra costs, such as for transportation, etc. are your responsibility. Note in this context also the possibility of taking out a return journey cost insurance policy, which is not included in the trip price.

5. Changes to the offer details, price changes, changes in the transport sector

5.1. HLT expressly reserves the right to change information on the Internet, service descriptions, prices, etc. at any time.

5.2. Price increases may result from a subsequent increase in transport costs, or from newly introduced or increased state taxes and fees. If the cost of a trip increases, these increases can be passed on to

you. The travel price increases accordingly. Such a price increase can take place no later than 3 weeks prior to departure.

5.3. HLT reserves in your interest the right to change the itinerary or specific services agreed upon (such as accommodation, transport type, means of transport, etc.), if force majeure, or unforeseeable or unavoidable circumstances require it. HLT will endeavor to offer you equivalent alternative services. HLT will notify you as soon as possible of any such changes and their impact on the price.

5.4. If the price increase is more than 10 percent or if the program change or the change in the trip is a significant change to the agreed trip, you can withdraw from the contract or take a replacement trip proposed by HLT (if one can be proposed). If you decide to withdraw from the trip, the amount paid will be promptly repaid to you (by recrediting your credit card if you had used that as a payment method).

5.5. If during the trip a program or service change is made that affects a significant proportion of the agreed trip and if no adequate remedial action is taken, HLT will reimburse you for any possible objective reduction in value between the agreed travel price and that of the services actually rendered, insofar as a fault caused by HLT applies (for details see Paragraph 8). Should the remedy cause excessive costs or disproportionate expense for HLT or be a case of force majeure, HLT may refuse the remedy. Any additional costs will be carried by the traveller.

6. Cancellation of and amendments to the contract by HLT

6.1. If a minimum number of participants applies to your booked package, you will find this detail stated in the advertised offer. If the minimum number is not reached, HLT may cancel the trip not less than 3 weeks prior to departure. The price paid for the cancelled services will be refunded.

6.2. Conditions may always arise for holiday traffic that HLT is unable to prevent/influence. If we are prevented due to force majeure (e.g. environmental disaster, acts of God, strikes etc.) from performing our brokerage activities, we shall be entitled to cancel the booking without compensation.

6.3. If it is not possible to provide the holiday on other grounds that are beyond our control, HLT shall make every effort to find an equivalent replacement or another suitable solution. If necessary, the booking may be cancelled by HLT.

6.4. Should this occur, if the services are not used you shall be receive a full refund, and thereby waive any further claims.

7. Complaints

7.1. HLT in principle refuses all liability (see Paragraph 8). Specifically, HLT shall not under any circumstances be obliged to pay any compensation. Such questions shall be a matter for the service provider/third party supplier.

7.2. If the service does not comply with the contractual agreement or if you suffer any loss, you are entitled and obliged to object this deficiency to the respective service provider concerned within 24 hours.

7.3. If no suitable solution can be found in situ with the service provider, and if the deficiency can thus not be resolved, or not resolved adequately, a written report must be submitted to HLT no later than 10 days after the service commenced. Entitlement to damages shall not under any circumstances exceed the package holiday price.

7.4. If no complaint is made to the service provider in situ (see Paragraph 7.2.) or if you fail to comply with the time limit applicable to the written report to HLT (see Paragraph 7.3.) your claims shall expire forthwith, insofar as any such claims were available.

8. Liability

8.1. All legal and material defect warranties are excluded as far as legally permissible.

8.2. For package tours under Art. 1 of the Federal Law on package travel, the liability for damages other than personal injury is limited to twice the cost per traveller of the package. This is subject to any deeper limits of liability and disclaimers in applicable international agreements and national laws.

8.3. HLT is responsible for the sale and technical transmission of bookings to the customer and to the service provider/third party supplier. Registration of successful transmission in the outlog box of the booking system shall be deemed to constitute proof of correct transmission of bookings. If delivery occurs by post, no proof can be provided by HLT.

8.4. HLT shall under no circumstances bear liability for the services of and commitments made by service providers/third party suppliers (see also Paragraph 1.4.).

8.5. Should services etc. provided by third-parties not materialize, regardless of the cause, this has no influence on the relationship with HLT. Specifically the guest cannot claim for cancellation or changes.

8.6. HLT shall bear no liability for unforeseeable occurrences to rented properties beyond our control such as:

- breakdowns of or disruptions to the water and/or electricity supply or installations such as the heating system, elevators, swimming pool, etc.
- reductions in the value of the holiday as a result of environmental damage, temporarily increased noise emissions such as e.g. building sites, noise during night hours etc.

8.7. You must arrange your own personal insurance cover (including specifically accident and illness insurance, damage to property or luggage and loss of luggage). HLT refuses all liability.

8.8. You must cover in full any damage that is demonstrably caused by you during your stay. Any damage must be reported to the service provider or its representative prior to departure.

9. Online-Voucher

9.1. On shop.heidiland.com the customer can acquire an individualised voucher. Using templates and personally created text modules, the system generates a voucher, which contains a voucher code. By means of a preview function, the customer has to examine the text before confirming the order. The text entered at the store is processed directly by the system. HLT has no obligation to check the text and so on. HLT can therefore not be held responsible for any typographical errors.

9.2. The customer can choose between «print@home» and «shipping» (print&delivery). With «print@home», the customer prints the voucher himself. After payment for the voucher has been successfully made, the customer receives the voucher document by email. The customer then prints it out himself. Printing can be done using commercially available printers. The quality of the print depends on the printer used. Therefore HLT does not guarantee the quality of the printout. With «print@home», no supplement to the voucher price is charged.

9.3. With print&delivery, HLT prints out the voucher and sends it according to the delivery mode specified at time of purchase. The delivery time is between 2-5 working days. The dispatch of vouchers is possible in Switzerland, in the EU and in the EFTA countries. Packages and parcels can be sent only within Switzerland. Shipping fees are added to the cost of the voucher (and other purchased products) charged to the customer. If the customer has bought a packet or parcel for shipment to a foreign country or if for other reasons it is not possible to make the shipment, the order will be cancelled and the amount paid will be recredited to the payment method used. For credit and debit card payments, Maestro card or bank transfer, etc. a cash reimbursement is not possible.

9.4. The voucher is valid for 2 years from date of issue.

9.5. The voucher is stored along with a code in the system. The voucher is transferable to another person.

9.6. The voucher is valid only at shop.heidiland.com or in our callcenter and can only be used for items or services that are bookable online, by specifying the voucher code at the shop's checkout. Without the voucher code, the voucher can not be redeemed. If the value of the voucher exceeds the price of the service or product being ordered, the remaining voucher amount is retained. The customer receives an e-mail. The holder of the voucher code is entitled to redeem the voucher from HLT. HLT has no obligation to check who this is and shall regard the holder of the voucher code as an authorised person.

9.7. The voucher can not be refunded or exchanged for cash. Nor are any partial or remaining balance payments granted. If a voucher is redeemed at the store, the person who redeems the voucher receives the information about any possible remaining balance via e-mail.

9.8. If a service paid for with a voucher is cancelled, the cancellation policy applies in accordance with the then applicable booking terms and conditions. Any possible credit is first added back to the voucher up to the amount paid for with the voucher. Then this credit will be transferred to the payment method used when booking (for example recrediting to the credit card).

9.9. The customer service is available for questions via the telephone number +41 81 720 08 20 or at the e-mail address info@heidiland.com.

10. Gift card (debit card)

10.1. In collaboration with the card issuer boncard payment & services ag (www.boncard.ch), HLT distributes the Heidiland gift card. The gift card is a purchasable debit card, for a balance of the customer to HLT and/or the participating service providers/third party suppliers (see also www.heidiland.com/geschenkkarte) is held. With the balance on the gift card the customer can buy goods and services considering the conditions listed in Paragraph 10. These conditions are a clear regulation of the mutual relations between the customer, HLT and the participating service providers/third party suppliers.

10.2. The gift card can be charged at the cash register of HLT and/or the participating service providers/third party suppliers. The customer has to check the card immediately after receipt and has to report any defects or deviations immediately by fax or letter. Later, not immediately notified complaints, will not be taken into account.

10.3. After activating the gift card with the charged credit, it can be used like cash at participating service providers/third party suppliers. There is no interest on the balance. The gift card must be presented for payment at the checkout. Already activated, multiply loadable gift cards can be recharged. Single use gift cards can only be activated once.

10.4. If the gift card is not used within the deadline printed on the back of the card, the credit on it expires. The gift card is impersonal and transferable. This card should therefore be treated like cash. No cash pay out of the total amount or the remaining balance. No exchange into a voucher possible. The gift card will not be replaced if lost or stolen.

10.5. The gift card is impersonal and transferable. Consequently, no customer information to manage the gift card are passed on. The latest security technology is used to protect the data. However, for the security of data transmitted on the Internet, no liability can be accepted. The transmission of data is not encrypted.

10.6. The remaining balance of the gift card is shown on the card terminal or can be requested on «www.myboncard.ch».

10.7. The card issuer boncard payment & services ag reserves the right to amend the gift card program and the associated terms and conditions. The current version is published on «www.boncard.ch».

11. Ombudsman

Before a legal dispute ensues you are duty-bound to contact the Swiss Travel Industry Ombudsman, Postfach, 8801 Thalwil. The Ombudsman will always strive to find a fair and balanced resolution in disputes between travellers and tour operators. Should no settlement be reached, then the regular recourse to the courts of law is open to you.

12. Amendments to/Validity of the GCTC

12.1. Amendments to these GCTC or specific individual agreements must be made in writing.

12.2. The GCTC have been drafted in German and English. In the event of any discrepancies, the German version shall prevail.

12.3. We cannot accept any liability for changes arising without our knowledge after printing and for any printing errors, for which we apologise.

12.4. Should one of the regulations in these GCTC be invalid, the validity of the remaining terms and conditions is not affected.

13. Applicable law and jurisdiction

The contractual relationship between you and HLT is solely subject to and in accordance with Swiss law. The application of international agreements and the Swiss Federal Act on International Private Law (IPRG) are excluded, insofar as legally permitted. Sole jurisdiction for any resulting disputes is in the first instance the Sarganserland-Werdenberg District Court, Mels, Kanton St. Gallen, Schweiz.

Bad Ragaz, 28th of July 2017