



GENERAL TERMS AND CONDITIONS

I. Scope of general terms & conditions

1. Zug Tourism as provider / operator

These General Terms & Conditions (hereinafter: "GTCs") govern the contractual relationship between the customer and Zug Tourism (association headquartered at 6300 Zug, Bahnhofplatz) concerning services for which Zug Tourism serves as the direct provider / operator (e.g. city tours, sale of merchandising goods by Zug Tourism). The customer shall accept these General Terms & Conditions at the time of placing the order. The specifics shall be governed by item III hereinafter.

2. Zug Tourism as an intermediary for third-party services

In the event that Zug Tourism arranges third-party services (e.g. hotel bookings, group experiences), the contract shall be concluded between with the respective third party and the customer. In the event that the ordering process may also be handled by Zug Tourism, this shall not alter the fact that in this case the contractual relationship is between the third party and the customer. In any case, the General Terms & Conditions of the respective provider explicitly mentioned with respect to the offers shall apply. The specifics shall be governed by item IV hereinafter.

II. Zug Tourism website (www.zug-tourismus.ch)

1. Content of Zug Tourism website

Zug Tourism is the operator of the website www.zug-tourismus.ch and offers its own services on this web page. It also provides third parties with the possibility of offering their services on the website.

2. Caveat emptor and exclusion of liability

All content of the Zug Tourism website is for general information purposes only. Zug Tourism uses all such care as necessary to ensure that the information published on its website is reliable. No warranty is expressly given for the accuracy, reliability or completeness of the information. Zug Tourism further assumes no responsibility for the website to function without interruption or for the server to be without harmful components. Any liability of Zug Tourism shall be excluded pertaining to elements of the website being accessed or resulting from their use.

3. Links

Zug Tourism shall not be responsible or liable for the content or functioning of linked web pages of third parties. It exercises no influence on the content design of these websites. Consulting these websites shall be at the risk of the customer.

III. Zug Tourism as operator / provider

1. Zug Tourism as operator / provider

In the event that Zug Tourism serves as the operator offers, the contract shall be concluded between Zug Tourism and the customer.



2. Zustandekommen des Vertrages mit Zug Tourismus

The presentation of services on the Zug Tourism website does not constitute a legally binding offer. A binding offer is only made when the customer has entered all the data required to execute the contract and has read the GTC and any cancellation conditions. With his booking (in writing, by e-mail, by telephone or by sending the completed input mask). Receipt of the order is subsequently confirmed to the customer (by phone, letter, e-mail). Acknowledgement of receipt shall not be considered acceptance of the offer. The contract shall be concluded only after Zug Tourism accepts the customer's offer and formally confirms the order to him.

In the event that the customer submits a non-binding offer by phone, letter, e-mail or submission of the completed form, the response by Zug Tourism shall be considered the binding offer with respect to the conclusion of contract. In this case, the contract shall be concluded by means of the customer's explicit acceptance of the offer.

3. Fulfilment of contract

Zug Tourism undertakes to correctly fulfil its contractually agreed services. It is explicitly stated that in the context of the events offered, Zug Tourism will not wait for participants who fail to arrive on time; this shall in no way be construed as a failure on the part of Zug Tourism to fulfil the contract.

In the event that the service cannot be carried out after the conclusion of the contract due to reasons for which Zug Tourism is solely responsible, or if the service is cancelled by Zug Tourism, any outstanding claims of Zug Tourism against the customer shall be cancelled. If the Client cancels a service, the respective cancellation conditions of Zug Tourism apply. The cancellation conditions are brought to the attention of the customer during the order process and become part of the contract through the order.

4. Cancellation

In the event of cancellation by the client, the following costs will be charged.

Up to 31 days before the event:	free of charge
Up to 3 working days before the event:	service fee CHF 90.00
From 48 hours before the event:	100%
Non-appearance of the group (no show):	100%
Guided tours priced per person:	3 working days before the event, the number of persons registered will be charged.
Rebooking:	free of charge

Public guided tour:

All cancellations, changes or no-shows will be charged the full amount unless the tour is cancelled by Zug Tourism due to minimum number of participants or force majeure. In this case, the customer is entitled to a refund or rebooking.

For confirmed services of partner institutions (mountain railway companies, restaurants, etc.), the conditions of the company concerned apply. Any cancellation costs will be charged directly and without surcharge.

5. Terms of payment

Private tours:

Payment is made in advance via credit card (Visa or Mastercard) at the time of booking. A fee of CHF 20.00 will be charged for issuing an invoice.

Public guided tours:

Payment in advance of the total booking amount is required at the time of booking via credit card or Twint.



6. **Liability of Zug Tourism**

Zug Tourism is not liable in any case for the customer's own fault or for the fault of third parties. Liability for lost profit or other direct or indirect consequential damages shall be excluded. Liability arising from the access to the website www.zug-tourismus.ch or its use shall also be excluded. The customer is solely responsible for the secure storage of valuables at events carried out by Zug Tourism.

7. **Sale of merchandising goods by Zug Tourism**

The sale of merchandising goods by Zug Tourism is exclusively based on the provisions of the Swiss Code of Obligations for sales agreements (OR 184ff).

IV. **Arrangement of third-party services**

1. **A third party serves as operator and contractual partner of the customer**

In the event that Zug Tourism arranges third-party services (e.g. hotel reservations, etc.) by publishing such third-party offers on its website, the contract concerning the content of the third-party service shall be concluded between the customer and the corresponding operator. Zug Tourism shall not serve as a contracting party. Third-party services are subject to the contractual conditions of the service provider.

2. **Conclusion of the contract with third parties**

Third-party offers on the website of Zug Tourism shall be considered non-binding offers by the third party. By making an order, the customer submits a binding offer to the third party with respect to the conclusion of contract and accepts the GTCs of Zug Tourism as well as the cancellation policy of the third party.

The contract with the third party shall be concluded only after the customer's offer has been accepted and the order has been confirmed to him

3. **Fulfilment of contract and cancellation**

The third party as contractual partner of the customer is solely responsible for fulfilment of the contract. The contractual terms of the third party shall apply. Zug Tourism shall not provide any warranty for the accurate fulfilment of contractual obligations by the third party. Possible complaints shall be addressed solely and without delay to the third party. The third-party conditions of cancellation shall apply. The customer undertakes to accept these at the time of placing the order.

4. **Exclusion of liability**

Zug Tourism shall not assume liability for any damages suffered by the customer pertaining to third-party services. Possible claims for damages shall be addressed to the third party.

5. **Terms of payment**

If not agreed otherwise by the parties in individual cases, selected debit and credit card payments as well as cash payments on site in Swiss francs shall be accepted. Zug Tourism shall reserve the right to issue an advance invoice for confirmed services. All prices are quoted in Swiss francs including legal value added tax.

V. **Intellectual property / intellectual property rights**

The entire content of the website www.zug-tourismus.ch as well as the content of the newsletter which can be subscribed is copyright reserved. The owners of the protected elements shall be either Zug Tourism or the third parties which have approved the use of elements by Zug Tourism. Website visitors shall be granted neither the ownership of, nor user rights to, the elements of the website or software, and in particular no license to copyright protected content or content protected by trademark law.

Contents and elements of the website may be downloaded or printed out only provided that no copyright notices or other protected labels are removed, and copyright is acknowledged accordingly. Zug Tourism shall explicitly reserve all rights. Fully or partially reproducing, transferring, modifying, or using the website www.zug-tourismus.ch for public or commercial purposes is not permitted without prior written approval by Zug Tourism.



VI. Data protection

Zug Tourism undertakes to treat personal data (data concerning an identified or identifiable person) in accordance with the provisions of the Swiss data protection law. Reference is made to the data protection statement of Zug Tourism.

VII. Common and final provisions

1. Salvatory clause

Should any point of these general terms and conditions be fully or partially invalid, it is to be replaced with a corresponding point which is valid and possesses the equivalent economic value of the invalid point. The remainder of the points shall remain unaffected and valid.

2. Adjustments to the GTCs

Zug Tourism reserves the right to change these GTCs at any time. The valid version will be published on www.zug-tourismus.ch and shall be valid for orders placed after the date of publication. The version which is valid at the time of placing the order shall apply.

3. Applicable law and jurisdiction

The contract between the customer and Zug Tourism is exclusively subject to Swiss law. The sole jurisdiction for possible disputes between Zug Tourism and the customer shall be the governing courts at the place of business of Zug Tourism.

Zug, March 2022