## General Terms and Conditions of the VIP PASS

The VIP Pass is issued by the Verbier Tourist Office, which is managed by the Société de Développement de Verbier (Verbier Development Society) and Verbier Promotion SA, and by the La Tzoumaz Tourist Office. The beneficiary of the VIP PASS is deemed to have read and accepted these general terms and conditions as soon as he/she uses his/her VIP PASS to benefit from the services of participating service providers.

#### 1. ADVANTAGES

The VIP PASS gives the beneficiary the option to benefit from numerous reduced-price or free activities offered by the participating service providers of Verbier Tourisme and the La Tzoumaz Tourist Office.

Thanks to the VIP PASS, some activities can be made use of several times and others once only per activity and per person (e.g. you can only make use of the benefits associated with the via ferrata activity once).

#### 2. BENEFICIARIES

The VIP PASS is issued to all guests staying for a minimum of one night in the Verbier - Val de Bagnes - La Tzoumaz region (during the summer season only) or to second home owners who pay the tourist tax.

The VIP PASS is personal and non-transferable. It cannot be refunded or exchanged.

The beneficiary of the VIP PASS is required to write his/her first name and surname on the card and must be able to prove his or her identify by means of an identity card or passport at the request of the participating service providers.

### a) Special terms and conditions applicable to second home owners (R2)

All second home owners (R2) will receive 1 annual personal "VIP PASS ambassadeur" per property, up to a maximum of 10 VIP PASSES. (See municipal regulation on tourist tax available at <a href="https://www.verbier.ch/taxe">www.verbier.ch/taxe</a>).

The "VIP PASS ambassadeur" entitles the holder to offers from participating service providers during the winter season, and then during the summer season. The content of these offers varies depending on the season, as well as the dates of validity. These will be communicated for the winter season when the yearly pass invoices are sent and for the summer via the website <a href="https://www.verbier.ch/vip-pass">www.verbier.ch/vip-pass</a>.

The VIP PASS may be activated once the tourist tax has been paid.

Before being used, and in order to be valid, each "VIP PASS ambassadeur":

- Must be allocated for the entire year to one single person eligible to pay the tourist tax (it is therefore non-transferable);
- Must be activated online:

- Must be filled out manually to show the surname, first name and date of birth of the beneficiary.

If the owner wishes to allocate the pass to another person in the course of the year, he or she must get in contact with Verbier Tourisme. Granting a new pass may incur administrative fees. Such a change request is not possible during the winter or summer season!

If necessary and only prior to activation, 1 adult VIP PASS may be exchanged at the Verbier, La Châble or La Tzoumaz Tourist Offices for 2 children VIP PASSES (only valid for children aged 6 and over). These will be activated exclusively by the Tourist Offices.

#### b) Specific terms and conditions applicable to residents (R1)

The VIP PASS may be purchased by residents (R1) of Commune de Bagnes and Commune de Riddes.

The VIP PASS for R1 can be purchased from the Verbier or La Châble Tourist Offices, or from the La Tzoumaz or Commune de Riddes Tourist Offices, upon presentation of valid proof of residence.

This offer is valid during the summer season only.

#### 3. VALIDITY AND CHECKS

The VIP PASS is valid for the duration of the stay and entitles the beneficiary to offers from participating service providers during the summer season, subject to the opening and closing dates of the summer season (the dates of validity will be confirmed during spring 2021).

The VIP PASS is valid from the day of arrival until the day of departure with the exception of the cable cars, where the principle of "one day free for every night you stay" applies.

Depending on the operating conditions, certain offers may be temporarily unavailable. There is no entitlement to any exchange in such cases.

VIP PASS offers may not be used in conjunction with other offers of participating partners and are subject to the opening times and dates of these partners.

The VIP PASS may be checked prior to the start of each activity. During such a check, Verbier Tourisme, the La Tzoumaz Tourist Office and the participating service providers reserve the right to request proof of identity and to refuse access to an activity if the beneficiary cannot prove his or her identity.

In case of loss of the VIP PASS, the card can be replaced by blocking the old card and paying administrative fees of CHF 10 to Verbier Tourisme or the La Tzoumaz Tourist Office.

#### 4. DATA PROTECTION

By accepting the General Terms and Conditions, the beneficiary consents to his or her personal data being shared with the participating service providers and with third parties, in particular for the purposes of checking his or her identity (e.g. surname/first name). For further information on how your data are processed, please see our privacy policy, which is available at <a href="https://www.verbier.ch">www.verbier.ch</a>.

#### 5. RESPONSIBILITY

Verbier Tourisme and the La Tzoumaz Tourist Office act as the intermediary between the participating service providers and the customers benefiting from the VIP PASS programme.

Each participating service provider is solely responsible for the services it provides. The participating service providers' own terms and conditions apply when using those service providers' infrastructures or activities.

#### 6. MISUSE

Any fraudulent use or misuse of the VIP PASS may result in punitive measures being taken, including the immediate confiscation of the VIP PASS and refusal to grant new VIP PASSES for subsequent stay(s) or season(s). The following in particular constitute fraudulent uses (non-exhaustive list):

- Providing incorrect dates of stay;
- Entering incorrect personal details (including when booking events or activities laid on by Verbier Tourisme or by the La Tzoumaz Tourist Office);
- Reselling or giving a VIP PASS to a third party;
- Using a pass that hasn't been activated or completely filled in;
- Use of a pass by a third party that does not correspond to the beneficiary specified;
- Using a pass in a way that does not comply with the terms and conditions in force.

In the event of serious misuse, a complaint to the competent authorities may be made.

# Special terms and conditions applicable to the Téléverbier ski lifts

Ski lift passes obtained or purchased via the VIP PASS (including mountain bike passes) are valid for the zone of Verbier only (Verbier – La Tzoumaz ski area), including the section up to Mont-Fort. The 4 Vallées and the "Sunrise on Mont-Fort" offer are not included.

Any users found to hold an invalid lift pass or be in breach of the general terms and conditions of use applicable to the Téléverbier ski lifts will be issued with a fine of CHF 200.

This offer is valid during the summer season only.

# Special terms and conditions applicable to events and activities organised by Verbier Tourisme and the La Tzoumaz Tourist Office

In the following terms and conditions, the La Tzoumaz Tourist Office is only relevant with regard to the summer VIP Pass offers.

Activities must be booked and, if necessary, paid for using the online reservation platform or at one of the Verbier Tourisme ticket desks (in Verbier or La Châble), or at the La Tzoumaz Tourist Office (for activities taking place in La Tzoumaz), in due time for the activity in question.

The VIP PASS will be systematically checked prior to the start of each activity. During this check, Verbier Tourisme and the La Tzoumaz Tourist Office reserve the right to request proof of identity and to refuse access to an activity if the beneficiary cannot prove his or her identity.

Activities booked include any coaching or specific equipment required for the activities, as well as transport by taxi if specified in the description of the activity. The customer is responsible for paying the costs of any travel by public transport.

As some activities have limited spaces, the beneficiary does not have the right to participate if the activity in question is already full.

When booking, the beneficiary agrees to participate in the activity initially specified or in any equivalent replacement activity proposed (plan B), in particular if the initial activity cannot be carried out because of the weather or for organisational or safety reasons. If the replacement activity is carried out, the activity is considered as having been carried out in the same way as if the main activity had taken place. The activity will only be cancelled under exceptional circumstances and if it is not possible to propose a replacement activity.

Any changes to the programme will be announced via telephone or email the day before the activity.

If the beneficiary is unable to participate in the activity, the beneficiary should inform the service provider as soon as possible so as to free up the space for another customer. Should the beneficiary cancel his or her participation in an activity with less than 24 hours' notice without providing a medical certificate, he or she will be considered to have "made use of" this activity, which will be deducted from the VIP PASS without the possibility of a refund. Any cancellations made more than 24 hours before the start of the activity will be refundable at no charge.

In the event that a VIP PASS beneficiary doesn't participate in an activity without giving notice in advance or providing a good reason (e.g. illness, accident), Verbier Tourisme and the La Tzoumaz Tourist Office reserve the right to prevent the beneficiary from participating in any other activity or even to cancel the validity of his or her VIP PASS with immediate effect.

For minors, booking must be made by a responsible adult who can be reached by telephone for the duration of the activity. Minors must, unless otherwise specified, be accompanied by a responsible adult during activities.

If incorrect information is provided during the online booking (e.g. age, weight, height) and such information is necessary for ensuring the activity runs smoothly, Verbier Tourisme and the La Tzoumaz Tourist Office reserve the right to refuse to allow the beneficiary to participate in the activity, without offering any refund or compensation.

The person responsible for the activity reserves the right to exclude any person who is posing, or could pose, a danger to safety or the smooth running of the activity.