



## Terms & Conditions for Use of the website and other social media pages

Welcome to the official Verbier Tourisme website. You will find fascinating information here about our resort, our activities and our partner offers.

These Terms & Conditions for Use apply to all users of the websites managed by Verbier/Val de Bagnes - La Tzoumaz Promotion SA and the Société de Développement de Verbier/Val de Bagnes (hereinafter "Verbier Tourisme"), in particular to visitors, tourists, sportspeople, retail traders and partners. By accessing and using our website or social media pages ("the Websites"), you acknowledge that you are accepting their terms and conditions.

We reserve the right to amend these Terms & Conditions for Use at any time, in particular for legal reasons or to improve the operation of the Websites.

### 1. Intellectual property

Authors' rights, trademark rights and other intellectual property rights in respect of the texts, images and other documents on our Websites are the property of Verbier Tourisme or are used with permission. No reproduction of our Websites may be sold or distributed for commercial purposes, other than for personal or editorial use with the annotation © Verbier Tourisme.

When you send us photographs, information, suggestions or ideas, you guarantee to us that you own the rights to the content submitted or have obtained permission to share it. You authorise us to use your material without consideration in exchange, for an unlimited duration. Verbier Promotion does not guarantee that the material does not infringe rights that may be held by third parties.

### 2. Comments and reviews

Verbier Promotion is delighted when, through your comments, you share your experience of our products and services and those of our Partners, in particular on our Instagram thread. We reserve the right to edit your reviews in terms of length, spelling, etc. and to publish them in emails and other communications for marketing purposes, or to delete them at any time. Where remarks are libellous, insulting or defamatory, have no relevance to the services concerned or are intended to promote your business, Verbier Tourisme reserves the right to freely refuse your content at any time.

### 3. Online games/competitions

Participation in online games/competitions is open to all persons resident in Switzerland, other than employees of Verbier Tourisme, its associated companies and its partners. All games and competitions are free of charge and without obligation to purchase or place an order. Winners will be informed in writing, using the personal data provided by them. Prizes (gifts) are not convertible to cash, and there is no right of appeal. Arrangements for the game or competition are governed by the rules of the game or competition.

### 4. Other information

If you wish to post a link on our Websites or social media pages, this is acceptable on condition that you in no way suggest that you are associated with Verbier Tourisme. For example, you must ensure that the link on our Website opens a new window.

### 5. Liability - Links and third-party websites

While we make strenuous efforts to provide you with the best possible service, we cannot guarantee that you will be satisfied with the services associated with our Websites, that those services will be available at all times, or that the Website contents will be free from any imprecision or inaccuracy.



Please note that some offers or messages posted on our pages may contain information about products and services that are no longer current.

Verbier Tourisme cannot be held liable for any direct, indirect, fortuitous or consequent damage, for loss of data, revenue or profits, for monetary damages and/or claims by third parties resulting from the use of, access to or inability to use the information and/or the services offered on the Websites, or for any loss arising from use of the Websites.

To facilitate access to other websites, our Websites contain a number of links to third-party websites. However, Verbier Tourisme cannot be held liable for these third-party sites or for their content and declines all liability in this regard.

## **Terms & Conditions of sale and booking**

These Terms & Conditions apply to the booking of leisure activities organised by the Société de Développement Verbier/Val de Bagnes and Verbier/Val de Bagnes - La Tzoumaz Promotion SA, hereinafter jointly referred to as "Verbier Tourisme", or by other service providers [hereinafter "Service(s)"], which a user client (hereinafter "Client") has selected on the Website. The activities may also be booked at the Verbier/Le Châble or La Tzoumaz tourist offices and by telephone. These Terms & Conditions likewise apply.

By booking an activity, the Client acknowledges that they have read, understood and unreservedly accepted these Terms & Conditions. The Client expressly acknowledges that the services ordered and/or booked are also subject to the specific terms and conditions of the Partner offering the Service. Clients must also make themselves aware of the terms and conditions associated with the Partner's offers before completing any booking. They may, prior to any booking, request additional information.

### *a. Online offer of services*

On the Website, the Client has the opportunity to book services according to the terms described below:

The descriptions and photographs of the Services referred to on the Website are solely to provide an insight into the category or standard of a Service. They have no contractual value.

If a summary of the specific terms and conditions of the Partner is provided on the website, this information is purely indicative and is not contractually binding on Verbier Tourisme. The information communicated by Verbier Tourisme's partners is the responsibility of the Partner concerned.

### *b. Prices and criteria for making a booking or placing an order*

To book an activity or place an order, the Client must be legally capable of entering into a contract under Swiss law.

For activities requiring payment, the prices indicated on the Website or in the brochures are in Swiss francs, inclusive of VAT. The Client should be aware that the standard prices are set by the Partner, who may amend them at their convenience.

Activities subject to payment shall be paid for on the website using the indicated method of payment or at the tourist offices. Booking confirmations shall be binding.



c. Replacement of the Service

Having registered for an activity, the Client undertakes to participate in the activity initially planned or any replacement activity proposed (plan B), particularly if the original activity cannot take place for meteorological, organisational or safety reasons. If the replacement activity takes place, the activity is considered to have taken place in the same way as if the main activity had taken place. Activities will be cancelled only in exceptional circumstances and if no replacement activity can be offered.

d. VIP PASS

If they have the VIP PASS, Clients may register for certain services free of charge or at a reduced rate. The [VIP PASS General Terms and Conditions](#) then apply.

These Terms & Conditions for Use of the Websites are governed by Swiss law, and any disputes will be subject to the exclusive jurisdiction of the courts of the Canton of Valais.

## PRIVACY NOTICE

Thank you for visiting and using our websites, our social media pages and our applications (“Sites”).

This Notice explains how and for what purposes we use the information collected about you through our Sites, offline programs and events related to the Society of Development of Verbier Val de Bagnes (SDVB) and Verbier/Val de Bagnes – La Tzoumaz Promotion SA, hereafter jointly referred to as “Verbier Tourisme”. It also describes how we use, disclose and protect your data.



You decide which personal data you would like to share with us.



Contact us at any time to find out what data we hold about you.



We share your data with our partners and affiliates in order to provide our services, secure your data or talk about us.



We have rules to keep your data safe and secure for as long as we need to process it.

### 1.SCOPE OF THIS PRIVACY NOTICE AND YOUR CONSENT

By using our Sites or by giving us your personal data, you accept the practices described in this Privacy Notice. If you do not agree to this Privacy Notice, please refrain from using or visiting our Sites or from providing personal data.

Verbier Tourisme reserves the right to make changes to this Privacy Notice at any time and which changes are effective from the moment they are published on the site. We will communicate to you any substantial changes which have been made. Please make sure that you read them on a regular basis.

### 2. WHAT PERSONAL DATA WE COLLECT ABOUT YOU

We only collect personal information that is necessary for a specific purpose or that you provide to us with your consent, based on your actions and behaviours or for a legitimate reason:

- Personal contact information such as name, last name, address and email address, phone number, gender, or location;
- Residence tax information such as name, last name, address, country of residence, date of birth, date of arrival, date of departure, number of adults and children staying with you, as well as their identities, type of residence and signature;
- Information and necessary measurements for your registration or the registration of the people accompanying you (adults and children) to the activities/animations such as date of birth, weight, height and physical condition;
- information relating to your queries;
- Payment information, credit card and billing address;
- Your comments including the photos, videos and stories you share with us;
- Your profiles on social networks;
- Your preferences regarding our services and the services of our partners visible on our Sites;

If personal data is transferred to third parties, e.g. to register them on the arrival form for tourist tax (BAE) or for an activity, you are responsible for the validity of this data and for passing it on to Verbier Tourisme. This data will be treated in the same way as any other personal data.

We also use cookies and other tracking technology which collect certain kinds of information when you are visiting our Sites, such as IP addresses or browsing preferences. You can find more information in our Cookie Notice.

We may collect personal data about you from third party data aggregators (e.g. Google), promotional partners, public sources and third-party social networking sites. Such information may include personal data as part of your profile on a third-party social network and which data you allow that third party to share with us, pursuant to their rules.

If you do not want a third party social networking site to attribute data collected through our sites to your account on that social network, you must log out of the relevant social networking site before visiting our sites.

### **3. WHY DO WE COLLECT PERSONAL DATA AND USE IT**

We may collect and use your personal data for a number of purposes, including:

- Register and record your tourist tax in the database of the electronic arrival form (BAE) in accordance with the law;
- Manage your participation in our activities and those of our partners/providers based on your registrations;
- To respond to your queries or use it for contests you have entered;
- Contact you for marketing purposes, with your consent or on the basis of your participation in activities and events, in particular to obtain your opinion, take part in a survey or share similar information (promotional offers from Verbier Tourisme);
- to combine it with information we receive from others and which helps us to understand your needs and to provide you with better service (e.g: customizing the Sites and advertising targeted to your interests);
- for security and maintenance; for reporting; and for risk, dispute and record management.

#### **4. WITH WHOM DO WE SHARE PERSONAL DATA**

We may disclose your personal data for a specific purpose to third parties such as:

- Public entities having access to information about the tourist tax, such as the communes of Verbier/ Val de Bagnes/ La Tzoumaz;
- Service providers (e.g. IT hosting company or billing company);
- Commercial or logistical partners (e.g : the cable car society of Téléverbier, activity partners) ;
- Marketing and communication agencies;
- Authorities where required by law;

We require such third parties, who may be based outside the country from which you have accessed the Sites, to comply with all relevant data protection laws.

#### **5. HOW DO WE STORE, SECURE AND RETAIN DATA**

We take all reasonable technical and organisational measures to protect the personal data we hold against loss, unauthorised access or disclosure and against other misuse. Your personal data will not be sold or disclosed to any other third parties except as provided for in the Privacy Notice.

When the personal data that we collect is no longer required for the given purpose, or for legal requirements, we destroy or delete it. For example, we undertake not to retain your personal data if you should show no interest in our services three years after your last contact with us.

#### **6. YOUR RIGHTS**

You can request access to the personal data we hold about you by contacting us at [promotion@verbiertourisme.ch](mailto:promotion@verbiertourisme.ch). You have the right to tell us if you would like to withdraw your consent, correct, update or delete your personal data in our records. To assist us in dealing with your request, please provide your full name and details.

You may opt-out at any time from marketing communications by following the 'opt-out' options provided or by contacting us at [promotion@verbiertourisme.ch](mailto:promotion@verbiertourisme.ch). You may also limit the use of tracking technologies such as the use of cookies by setting browser to warn you before accepting them, or you can simply set it to refuse them.

#### **7. CONTACT**

Verbier/Val de Bagnes – La Tzoumaz Promotion SA and the Society of Development of Verbier Val de Bagnes, based in Switzerland are co-responsible for the processing of your personal data collected under our Privacy Notice. Please contact us by phone at +41 27 775 38 88, per e-mail at [info@verbier.ch](mailto:info@verbier.ch) or per post at Route de Verbier Station 61, 1936 Verbier.

## COOKIE NOTICE

A cookie is a small piece of information which is sent to the hard drive of your device by a web server so that some information about your browsing activity can be collected.

We use the term “cookie’ for any technology that is collecting information from your device, such as information about your use of our apps and websites, about your device such as the device ID, IP address and browser type, demographic data and if applicable the URL of the linking page.

We also use web beacons or pixel tags to allow us to count visitors who have viewed our pages or read our promotional e-mail messages/newsletters. They are not used to access your personal information without your consent.

**Necessary Cookies** are used to

- Remember information you have entered when you navigate on our Site
- Identify you as being logged in to our Site
- Remember the goods and services you ordered when you get to the checkout page

**Performance cookies** are used to

- Provide statistics on how our Site is used
- See how effective our adverts are
- Detect any errors that occur
- Test different designs of our Site

**Functionality cookies** are used to

- Remember settings you have applied such as layout, language, or preferences
- Show you when you are logged in to our Site
- Share information with partners to provide a service on our Site.

**Targeting cookies** are linked to services provided by third parties, such as 'Like' buttons and 'Share' buttons. We use them to

- Link to social networks like Facebook, which may subsequently use information about your visit to target advertising to you on other websites
- Provide advertising agencies with information on your visit so that they can present you with adverts that you may be interested in.

***Here is a list of our cookies installed on the Site [www.verbier.ch](http://www.verbier.ch)***

Name	Purpose	Type of Cookie
Google Analytics	This tool collects information that allows us to understand the interactions with our Web site, to refine this experience by improving the site, and to better understand our visitors. You have the option to block or remove it by changing your browser settings or by installing the Google Analytics Opt-out Browser Add-on.	Performance

Name	Purpose	Type of Cookie
	If you wish to unsubscribe from Google Analytics, you can use the following link: <a href="https://tools.google.com/dlpage/gaoptout">https://tools.google.com/dlpage/gaoptout</a>	
Google Adwords	Google Adwords is Google's advertising platform. We use it to advertise our content and/or services to a qualified audience. You can obtain more information about the use of Google cookies here: <a href="https://policies.google.com/technologies/types">https://policies.google.com/technologies/types</a>	Performance
Experience Shop	Experience Shop Experience Shop is a platform for booking activities online to control the number of registrants per service. It is fully integrated to the <a href="http://www.verbier.ch">www.verbier.ch</a> website.	Performance
Electronic arrival form	The website <a href="http://www.verbier.ch">www.verbier.ch</a> , offers an electronic arrival form provided by Feratel, it allows to manage the regulatory aspect of managing arrivals at the destination and the management of tourist taxes.  You can get more details about the privacy policy here : <a href="https://webclient4.deskline.net/CH2/fr/home/cookies">https://webclient4.deskline.net/CH2/fr/home/cookies</a>	Regulatory

You can block our use of cookies by activating the settings in your browser (find out more on [www.howtogeek.com/119458/htg-explains-whats-a-browser-cookie/](http://www.howtogeek.com/119458/htg-explains-whats-a-browser-cookie/)).

We reserve the right to make any changes and corrections to this Cookies Notice. Please refer to this page from time to time to review these and any new additional information.