

# 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.