

A. General provisions

1.1 Application and scope

The following General Terms and Conditions (GTCs) apply to all services, events and products ("services") provided by RIGI BAHNEN AG ("RB AG"), whether in return for payment or free of charge.

Upon making use of any services provided by RB AG, the customer shall be deemed to have acknowledged the validity of these GTCs. These GTCs may be obtained in written form from RB AG or downloaded online.

The following general provisions shall apply to all services of RB AG, unless provided for otherwise in section B. "Services of RB AG". They shall form an integral part of the contract. Differing agreements between the customer and RB AG are under reserve.

The Rigi Guest Service website is solely a marketing platform for the services of RB AG and its partners (third-party providers). Depending on the content of the service in question, the contracting party of these services is either RB AG or one of its partners, or both, however each of them shall be independently responsible for their part of the service provided.

1.2 Conclusion of contract

A contract with RB AG shall be deemed to have come about upon its unconditional acceptance, i.e. upon purchasing one or more of the services provided by RB AG. From this time on, the rights and obligations established under the contract, including these GTCs, shall apply.

A contract shall not be deemed to have come about until RB AG has given its confirmation (acceptance/issue of ticket) of the written, telephone or electronic booking or registration of the customer (request/purchase of ticket).

Where an agreement pertains to services offered and booked through third parties, a contract shall be deemed to come about between the customer and the third-party provider. In this case, RB AG is not a party to the contract.

1.3 Offers and booking platform

The deadline for accepting offers from RB AG is 14 days, unless a different period is agreed. After this time, RB AG shall no longer be bound by the offer. RB AG reserves the right to withdraw from an offer before the expiry of the acceptance period.

Where a booking is made via an electronic booking platform, the terms and conditions published on that platform shall additionally apply. Offers featuring on electronic booking platforms shall not constitute offers to enter into a contract; they are non-binding and are subject to change at any time. A binding contract shall not come about until the booking has been confirmed by RB AG, subject only to the applicable conditions. Any and all liability is declined prior to this time.

1.4 Services

RB AG undertakes to provide the services as described. They are based on the description of the services contained in the currently applicable brochures and electronic media and other written offers of RB AG. Special rates, special requests or collateral agreements shall not apply unless they are confirmed in writing.

All other information material not produced by RB AG and/or information provided by third parties shall be non-binding and shall not establish an obligation on the part of RB AG.

1.5 Prices

The prices are indicated in the respective offers or currently applicable price lists of RB AG. Any specific agreements between customers and RB AG specifying otherwise shall take precedence. Price changes shall be published in a timely fashion; prices are subject to change at any time and for any date without notice.

All prices are quoted inclusive of VAT at the current rate. Any increase in VAT occurring between the conclusion of a contract and the provision of the service shall be assumed by the customer.

All services are offered exclusively in Swiss francs (CHF). Any prices quoted in other currencies are guideline values and are without obligation. When making payment in a foreign currency, conversion is done at the current rate of exchange. Any charges and fees shall be assumed by the customer. Any change will be returned in Swiss francs.

1.6 Vouchers

Expired vouchers may be extended only once, subject to presentation of proof of purchase. The validity period of vouchers that have been issued free of charge (sponsoring, PR purposes, shareholder tickets etc.) will not be extended.

1.7 Terms of payment

Payment is due immediately upon the conclusion of the contract. No provision is made for ticket purchases on credit. Any exceptions to this rule must be agreed in advance and shall not apply unless confirmed in writing. Where payment is made on account, the customer undertakes to pay the amount shown on the invoice by the due date specified on the invoice. If the customer does not honour their payment obligation within the payment period, they shall be deemed to be in arrears without any further reminder being sent and shall be liable for payment of default interest of 5%. From the point in time that the customer is in arrears with payment, RB AG shall be entitled to discontinue all services to the customer without further notification.

RB AG reserves the right to demand prepayment, either in whole or in part, for the services to be provided. Payment terms may vary according to product category. Where the customer is in default with paying the deposit, RB AG shall be entitled to withdraw from the

contract. This shall constitute a change or cancellation by the customer. In this case, the following terms pursuant to clause 1.8 of the GTCs ("Cancellation by the customer") shall apply, unless agreed otherwise.

1.8 Cancellation by the customer

RB AG must be notified of any significant changes or cancellation of agreements as early as possible and in writing. The following cancellation fees shall apply where a reservation is cancelled in full for reasons not attributable to RB AG:

- Up to 48 hours before the agreed date: free of charge
- Up to 24 hours before the agreed date: 50%
- On the agreed day: 100%

Differing agreements between the customer and RB AG are under reserve. What cancellation fee, if any, is applied will be determined when cancellation is received in writing by RB AG.

Where cancellation pertains exclusively to the services provided by third parties, the contract terms or GTCs of these third-party providers shall apply.

1.9 Withdrawal from the contract by the customer

Where the customer terminates a service before its conclusion or abandons it, they shall not be entitled to a refund. The customer shall be liable for any additional costs incurred as a result.

1.10 Withdrawal from the contract by RB AG

RB AG shall be entitled to withdraw from the contract for good cause at any time or to discontinue an activity prematurely. Good cause in this context shall be weather conditions, natural disasters, requirements and bans imposed by governmental authorities, safety and security issues, force majeure and other circumstances over which RB AG has no control. The price paid by the customer, less any services already provided by RB AG, will be refunded.

Any claims for compensation extending beyond this shall be excluded. Changes to programmes as well as delays to timetables are expressly reserved in the event of good cause. RB AG will go to every effort to provide an equivalent substitute service; however, it shall not be under any legal obligation to do so.

RB AG may also withdraw from the contract under the following conditions:

- If legitimate reasons are present on account of the actions of the participants and/or their failure to act.
- If RB AG establishes that events were booked based on misleading information or misrepresenting essential facts.
- If RB AG has legitimate reason to believe that an event or its participants will endanger smooth business operations, the security or reputation of the company, Mount Rigi in general or its guests.
- If third parties - who are included by RB AG in the organisation of an event at

the request of the event organiser – interfere with the provision of the service either in whole or in part.

1.11. Refund due to a pandemic

The following conditions are valid during the following seasons only: 2020/21 (purchase) and 2021/22 (credit): In the event of a government-mandated shutdown of RBAG railway operations due to a pandemic, RBAG will proceed with the following refunds for those in possession of yearly passes:

Refund Amount = Price of the yearly pass / number of days valid on pass (365 days) * the number of days the railway was not operational.

Precondition for a refund is that the entire network has been affected for more than 20 consecutive days. The basis for the calculation of non-operational days is the 365-day yearly calendar. Days that were affected prior to purchase of the yearly pass are not included in the calculations. The refund will only be granted in the form of credit that can be used towards the purchase of a yearly pass in 2021/22. A cash payout is not possible. The yearly passes do not have to be returned during a pandemic and should be used again after a government-mandated shutdown has been lifted and normal travel on the railways can resume.

1.12 Terms of liability

RB AG warrants to the customer that it will exercise due care in providing the services as provided for by the contract, these GTCs and any other contractual terms. RB AG shall be liable solely for shortcomings or non-availability of a service that constitute a loss in value.

Where the cause for non-availability is attributable to RB AG, RB AG may provide an equivalent substitute service within an appropriate period of time. In this case, the customer shall not be entitled to any claim for compensation. In any event, RB AG shall be liable for no more than the amount paid for the offer, and any liability shall be limited to direct damage or loss. RB AG declines any and all liability for consequential damage or loss, pure financial losses, lost profits etc. Any and all liability is declined where RB AG withdraws from the contract as provided for in clause 1.10 of the GTCs above ("Withdrawal from the contract by RB AG").

RB AG shall be liable only if it causes intentional or grossly negligent contractual or non-contractual damage. The customer shall have the burden of providing proof of fault. Any further liability (slight or medium negligence; strict liability, vicarious liability for the acts and omissions of auxiliary personnel) is declined. RB AG shall not be liable for circumstances due to unforeseen events, force majeure or the conduct or characteristics of the customer (including, but not limited to, contributory negligence). RB AG declines any liability where the instructions of RB AG or its auxiliary personnel are not followed.

RB AG shall not be liable for the theft or loss of property and assets, or financial or property damage, etc. for which it cannot be held responsible.

1.13 Complaints

Where a customer has a legitimate reason to lodge a complaint during a service, they shall notify the relevant staff member of RB AG without delay. In addition, the customer shall take all necessary steps to help to eliminate the disruption and to minimise any damage or loss. Any claims for compensation on the part of the customer shall in any event become null and void one year after the service has been provided. Guarantee claims are not transferable.

1.14 Insurance

RB AG carries cover that is in line with industry practice for disruptions and accidents. The customer shall be liable to RB AG for any damage or loss caused by the customer or the customer's auxiliary personnel or participants, without RB AG having to show proof that the fault is attributable to the customer. Consequently, RB AG recommends that all customers have supplementary insurance cover.

1.15 Data privacy and protection / use of data

Individual areas of RB AG's railway facilities are monitored by CCTV. In doing so, RB AG complies with applicable data protection laws.

RB AG collects and processes personally identifiable customer information strictly in compliance with applicable data protection laws. This customer information is used exclusively for maintaining and improving customer relationships and RB AG's standards of quality and services, maximising operational safety, for the purpose of sales promotions, product design, crime prevention, collecting key financial data and statistics, and for invoicing.

In using a service provided by RB AG, the customer agrees to their information being shared with third parties to the extent that this is required for providing and/or procuring the relevant services. Otherwise any disclosure shall be subject to the customer's consent, insofar as RB AG is not compelled by law to disclose personal information to third parties.

When using online platforms, the supplementary terms and conditions of RB AG and/or RigiPlus AG and of third-party providers pertaining hereto shall apply.

1.16 Use of Wi-Fi

Use of RB AG's Wi-Fi is at the user's risk. RB AG expressly declines all liability for any ensuing consequences. Users may not use the network for content and actions that are unlawful, criminal and/or offensive.

1.17 Amendments to these General Terms and Conditions (GTCs) and other contractual provisions

RB AG reserves the right to amend these GTCs or parts thereof and other contract terms at any time. Customers shall be notified in a timely fashion of any changes to these GTCs and the dates on which changes come into effect. In the event that a customer is placed at a significant disadvantage due to a change in these GTCs, they shall be entitled to terminate the contract when the amended GTCs come into effect. This right of termination shall expire at the time the change comes into effect.

Any amendments to a contractual agreement must be submitted in writing and be signed by the parties to the contract. Notifications served by email shall be deemed to have been made in writing.

1.18 Applicable law and jurisdiction

The business activities of RB AG are based exclusively on Swiss law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention). If any provision of these GTCs or other contractual agreements shall be invalid or unenforceable, this shall not affect the validity or enforceability of any other provision of these GTCs or the contract.

The place of jurisdiction shall be 6410 Goldau, in the municipality of Arth. However, RB AG shall have the right to bring legal action against the opposing party to the contract at the party's domicile or in any other permissible venue.

B. RB AG's services

2. General provisions

2.1 Types of services

RB AG's offer includes individual services (e.g. "Railway operation and transportation") and events as a combination of multiple services (e.g. "Railway operation and transportation" with "Events, catering and special offers").

RB AG also organises/provides events as packages in conjunction with partners (third-party providers) which contain independent services of RB AG and the respective partner(s). Finally, RB AG also provides the services of partners that are not associated with the services provided by RB AG. The relevant partner shall be personally responsible for providing its service as provided for by the contract. RB AG will assume no liability or guarantee in respect of the independent services of partners and/or third-party providers and is not a contractual party in respect of these services. These services of third parties shall be subject to the contractual agreements including GTCs of the respective provider. The GTCs herein may additionally be applied as needed if and only if this does not cause any liability to be established for RB AG.

2.2 Liability for travel packages

A service of RB AG may satisfy the statutory criteria of a travel package either on its own or in conjunction with

partners. Any compensation for travel packages, regardless of their type, shall be limited to double the price of the travel package, to the extent permitted by law.

The departure point of a service which constitutes a travel package shall in each case be in Switzerland. The organisation of any travel from outside of Switzerland to the departure point shall be the responsibility of the customer and shall not form an integral part of a travel package / service to be provided by RB AG or one of its partners. RB AG declines any and all liability in this respect.

3. Railway operation and transportation

3.1 Tickets

With the sale of a single ticket or a season ticket, RB AG undertakes to transport the rightful owner of the (season) ticket and/or their equipment as provided for by these GTCs.

Both single tickets and season tickets are valid only during published hours of operation. Unless expressly indicated otherwise, season tickets are not valid for evening events and special events which occur outside of the normal hours of operation. All single and season tickets (with the exception of transferable annual tickets) are personal and non-transferable and must be presented to the inspection staff on demand. Customers are not entitled to subsequently exchange their tickets for another ticket.

No refund will be paid for any tickets that are lost or stolen. Season tickets will not be replaced unless the payment receipt is presented.

Railway staff shall be entitled to check tickets at any time. Upon the request of the railway staff, the ticket-holder must identify themselves by means of a valid identity card or equivalent piece of identification.

3.2 Hand luggage and transport of equipment

“Hand luggage” as defined by Art. 23 of the Swiss Passenger Transport Act (PTA) and Art. 62 f. of the Swiss Passenger Transport Ordinance (PTO) is the totality of goods or items that an individual is able to transport independently and without the assistance of the staff using both hands (suitcases, bags, crates, boxes, baskets etc.) and on their body (backpacks etc.) at one time. This shall be subject to the requirement that this hand luggage can be transported in the compartments and on the shelves provided for this purpose and can be on- or offloaded within the scheduled period of a stop.

No items may be transported that inconvenience fellow passengers, pose a security risk or may cause damage.

Transporting equipment and goods that do not constitute hand luggage must be done as freight, subject to the payment

of a fee, in accordance with RB AG's rates.

With the exception of wheelchairs and mobility aids for passengers with limited mobility, RB AG will not transport any type of wheeled vehicles (one- or multiple-wheel means of transport and sports gear such as bicycles, mountain bikes, folding bikes, scooters etc.), except for the bicycles of residents with permanent abode on Mt. Rigi to their place of residence and from there to the valley.

When transporting frozen or refrigerated goods, the customer shall be responsible for ensuring that the cold chain is uninterrupted. RB AG expressly declines any responsibility or liability for this.

3.3 Misconduct by the holders of single/season tickets

In the event that the holder of a single ticket or season ticket violates the provisions of these GTCs, disregards the instructions or warnings of railway staff or behaves recklessly, RB AG may expel them from use of its railway facilities and revoke their ticket without compensation.

Whoever soils or damages the railway facilities, equipment or internal furnishings of RB AG shall pay for the repair and cleaning costs. Where such damage is intentional, RB AG reserves the right to file criminal charges.

Begging by any person on the premises or railway facilities of RB AG is prohibited.

3.4 Exclusion from transport

RB AG may refuse to transport any equipment or devices using its railway facilities where this poses a disturbance to operation or other passengers or is patently unsuitable for RB AG's railway facilities.

Persons who wilfully or by gross negligence disobey the instructions of staff, the directives of authorised persons or the statutory provisions shall be excluded from transport (cf. GTCs clause 3.3 “Misconduct by the holders of single/season tickets”).

Persons may also be barred from transport as set out in Art. 59 f. of the Swiss Passenger Transport Ordinance (PTO).

Persons may also be excluded from transport for safety reasons in the event of inclement weather conditions. Persons may also be excluded from transport where they have posed a danger to third parties prior to the intended travel, or where there is a legitimate reason to believe that they will continue to pose a hazard to third parties. In the event of repeated conduct of this type or in serious cases, their ticket may be confiscated.

3.5 Liability and supplementary provisions

The following provisions shall also apply in their entirety: the Swiss Railways Act of 20 December 1957 (SR 742.101), the

Swiss Passenger Transport Act (PTA; SR 745.1), and the Swiss Passenger Transport Ordinance (PTO; SR 745.11), with the exception of the liability provisions.

In derogation of this, liability is declined as set out by clause 1.11 of these GTCs (“Liability terms”), to the extent this is permitted by relevant mandatory liability provisions.

4. Recreational activities

4.1 Winter activities

RB AG operates for the customers of its winter sports services in its ski resort slopes for skiers and snowboarders and prepared trails for sledging, and prepared winter hiking trails for snowshoeing.

RB AG is subject to an obligation under Swiss law to secure the safety of these ski runs, and sledging and winter hiking trails.

Customers must observe the signs and markings of the skiing area and information relating to which sledging and hiking trails are currently open. The FIS rules and RB AG's rules based on notifications from the bfu (Swiss Council for Accident Prevention) apply to all recreational activities. RB AG declines any and all liability where an accident is attributable to a violation of these rules; the person responsible for the accident may be made liable for any damage or loss resulting from the accident.

The ski runs, and sledging and hiking trails are closed outside of RB AG's operating hours. The securing of alpine hazards, winch-equipped slope maintenance vehicles and power cables to snow cannons is not guaranteed. Using ski runs and trails outside of opening times poses a risk to life and limb. Engaging in activities outside of RB AG's operating hours and outside of marked ski runs and authorised hiking trails is done at the skier's or hiker's own risk. RB AG declines any and all liability in this respect.

4.2 Summer activities

RB AG does not operate any summer hiking trails. The responsibility for the creation and maintenance of these trails lies with the public body in charge of footpaths and hiking trails as provided for by law. RB AG is not subject to any obligation under Swiss law to secure the safety of these facilities. Engaging in activities on summer hiking trails is done at the hiker's own risk, regardless of the time of day. RB AG declines any and all liability in this respect.

RB AG advises that high physical demands are made of the users on the paths and trails leading from the stations. As indicated by their signage, paths and trails may be narrow, steep and exposed, require sure-footedness and no fear of heights, and proper hiking boots and weather gear. There is also the risk of rockfall, slipping and falling, and of

sudden changes in the weather. RB AG advises guests to obtain information on the prevailing conditions and hazards, to remain on marked paths and trails, and to adapt their routes in accordance with the conditions and their own individual abilities.

4.3 Rescue services

On the days on which winter sports operations are not offered, RB AG does not have any rescue or emergency organisation in place to intervene outside of the area of the station.

On the days on which winter sports operations are offered, RB AG operates a rescue service in the resort in accordance with its search and rescue obligations under Swiss law. It will assume first aid services and the immediate and proper transportation of guests who are involved in an accident on ski and sledge runs. The emergency services (fire brigade, paramedics, alpine rescue etc.) which assume responsibility are supported as much as is possible by RB AG.

RB AG provides an on-call service to transport the intervention units of the emergency services (fire brigade, paramedics, police, alpine rescue), also outside of its standard timetable. In these cases, RB AG functions as the last resort when no other transport option is available (e.g. due to inclement weather or winter conditions etc.), or transport by RB AG offers the quickest means of addressing the situation.

However, RB AG does not provide a special train service when intervention in the area is quicker or more practical by way of the access road or air rescue. Special trips to cater for emergencies will be charged to the party responsible.

4.4 Maintenance of public railway facilities

RB AG operates a winter service for the maintenance and safety of its public railway facilities (stations, platforms) during the colder time of year. Public facilities are cleared of snow to the best of RB AG's ability. Complete clearance may be impossible due to the weather (i.e. during uninterrupted snowfall or on account of changing conditions) and therefore cannot be guaranteed. RB AG specifically draws visitors' attention to the fact that despite snow being cleared and measures taken to keep ice patches from all public facilities, there may be winter alpine conditions in keeping with the time of the year, even when there are no specific signs or warnings to this effect. RB AG will not post signage indicating "reduced winter clearance services" and leaves it to the responsibility of its guests to exercise the necessary caution when using public facilities, especially when getting into and out of vehicles. Suitable footwear is advised.

4.5 Delimitation of RB AG's maintenance obligations and duty of care in respect of its public railway facilities

In the immediate vicinity of RB AG's public facilities, RB AG protects its guests against falling and natural haz-

ards such as falling rock and other debris, in addition to landslides, mudslides, falling ice and avalanches. Posting signs for the secured immediate vicinity is not possible on factual grounds. The secured immediate vicinity is demarcated by natural features, the terrain, fences, barriers or railings, from unsecured areas.

Outside of this secured immediate vicinity of its public facilities, RB AG will assume no liability for the protection of guests against typical local hazards. The terms for summer activities pursuant to clause 4.2 of these GTCs shall apply there, and RB AG declines any and all liability.

4.6 Rail tracks

Unless indicated otherwise by signage, stepping onto or crossing the tracks is prohibited. RB AG declines any and all associated liability, to the extent permitted by law.

5. Events, catering and special offers

5.1 RB AG's independent services

The following terms and conditions shall additionally apply to services in the form of events (a combination of multiple services) which are organised by RB AG, either in whole or in part.

5.2 Tickets

Tickets that do not meet legibility requirements are invalid. Upon exiting the event, they can be used for re-entry only where this is indicated on the ticket or where the ticket checker expressly confirms or arranges for this.

For combination tickets, the aforementioned provisions of clause 3 of these GTCs ("Railway operation and transportation") shall have subsidiary validity for strictly railway-specific issues.

5.3 Restriction on the number of tickets sold to a single customer, ticket resale

RB AG may limit the number of tickets sold to an individual customer. Unless agreed otherwise in writing, the customer shall not be permitted to use the publications and other details about the service or the trademarks and labels of RB AG to resell the tickets they have purchased from RB AG. The customer may not use tickets for advertising or sales promotion for their own purpose (for example public prize draws, inclusion in packages).

Commercial trading of the tickets is prohibited, and shall cause them to be voided.

5.4 Exclusion from services

Unless agreed otherwise, no hazardous items may be carried, including, but not limited to, fireworks, weapons, and sharp or pointed objects of any kind.

In the event that the ticket holder does not obey the instructions of security services, violates safety regulations, does not comply with assigned seating and crowd control or waste disposal

requirements, their ticket will be revoked and they may be excluded from an ongoing service and other services of RB AG or its partners.

5.5 Food and drink

Where not otherwise agreed in writing, the customer shall purchase all food and drink from RB AG; otherwise a corkage and/or additional charge for food may be applied.

RB AG will assume no liability for the perishability of food that is brought along for consumption by a customer after a service.

5.6 Postponement of services and withdrawal from the contract by RB AG

Clause 1.10. of these GTCs ("Withdrawal from the contract by RB AG") shall apply, subject to the following supplementary conditions:

The service may be postponed or cancelled altogether upon a unilateral declaration by RB AG. Where the service is postponed, the purchased ticket shall be valid for the alternative date. Where the customer is unable to take part on the alternative date or no equivalent service occurs during the same year, the customer shall receive a voucher to the value of the postponed or cancelled service.

Where a service is cancelled, RB AG shall also explain the procedure for refunding the purchase price. The customer must collect the refund within three months of notification. After this time, the customer's right to a refund shall expire.

5.7 Liability

RB AG shall be liable exclusively for the careful organisation of an event, to the extent that any gross negligence is attributable to it. RB AG expressly declines any liability for the quality of a performance and for any impediments, damage or loss that are caused by other participants in an event.

RB AG shall be liable for the acts or omissions of its activity managers (guides etc.) only to the extent that they have committed an offence in going about their work.