

# Participation Terms and Conditions

Participation in contests of the Andermatt Swiss Alps Group (ASA Group, ASA, ASA Group) is free and does not require any purchase or use of services for which a fee is charged. The participant does not assume any contractual or other legal obligations to ASA or other third parties. The data provided by the participant are not transferred to third parties or provided to them for use. Only persons of majority age and with legal capacity are eligible to participate in this competition. Participation is not open to ASA employees or their family members or to agencies engaged by ASA or their employees. By participating in a contest, the participant declares that he or she is in agreement with the contest rules:

## 1. Data protection

ASA makes the participant aware that his or her personal data (including email addresses, names, physical addresses, etc.) are not transferred by ASA to third parties or provided to them for use. An exception to this is if the participant wins, in which case he or she gives ASA express consent to the publication of his or her name. By participating, the participant hereby expressly consents that his or her email address may be stored by ASA and used by it for statistical purposes. The participant agrees that the data provided by him or her may be used for marketing purposes. The provided data are stored for the purpose of sending the newsletter. Recipients of the newsletter can unsubscribe to it at any time using the link provided in the newsletter.

## 2. Participation

In order to validly participate in the drawing, the participant must have taken part in the contest and registered by means of the form or the competition steps specified in the contest. This information is automatically communicated to ASA. There is no obligation to purchase.

The contest starts and ends as indicated in the corresponding article.

Prizes will be drawn from among all participants at the end of the contest period. The winners will be determined by chance.

## 3. Notification and determination of winners

After the winners are determined, they will be notified about the winnings in writing at the indicated address or, in the case of online competitions, by direct message.

## 4. Payout

The winnings are awarded solely to the winners. The winnings are awarded solely as a non-cash prize. An exchange or payout of the value of the winnings is not possible. The winnings will be automatically processed and/or sent by ASA after hearing back from the winner. The risk associated with the non-cash prize thus passes to the winner. The winner is personally responsible for declaring any tax associated with the winnings.

## 5. Disqualification from the contest

ASA is entitled to exclude individual participants from the contest where legitimate reasons exist to do so, such as violation of the Participation Terms and Conditions, influencing of the contest, manipulation, etc.

## 6. Legal recourse

No correspondence is exchanged about the competition. Legal recourse is excluded. There is no legally enforceable right to conveyance, payout or exchange of the winnings. Swiss law is exclusively applicable.

## 7. Changes to the participation rules and ending of the contest

ASA reserves the ability to change the terms and conditions of the contest, participation or drawing at any time. In addition, ASA reserves the right to end or interrupt the contest at any time. This applies, in particular, where reasons exist that would disrupt or prevent the scheduled holding of the contest.

## 8. Limitations of liability

Where permitted by statute, all liability of the ASA Group is excluded.

## 9. Severability clause

If individual provisions of the Participation Terms and Conditions should be ineffective or unenforceable, this does not affect the effectiveness of the other provisions. The ineffective or unenforceable provisions are to be replaced by effective and enforceable arrangements whose effects most closely approximate the objective that ASA had pursued. In the event of a discrepancy between the German, French, Italian and English version of these Participation Terms and Conditions, the German version is considered to be authoritative.

These Participation Terms and Conditions may be amended by ASA at any time.