

## PASS 13\* general terms and conditions (GT&C)

### 1. Presentation of the project

The Canton of Valais, in collaboration with the Union des Transports Publics Valaisans, is launching the test phase of a new way of paying for public transport, called PASS 13\*, valid in Valais, to encourage use of public transport.

### 2. Subject:

#### 2.1. General

These GT&C govern the terms and conditions of use of PASS 13\* public transport credits (PASS 13\*) offered by the Canton of Valais, 5 Rue des Creusets, 1950 Sion, Switzerland (the Canton).

The credits are sold exclusively online through the online store on the [www.valais.ch](http://www.valais.ch) website (the online store) operated by Matterhorn Region AG, 6 Rue Prés-Fleuri, 1950 Sion (MRAG).

They can be used only with the FAIRTIQ smartphone app provided by FAIRTIQ SA, 29 Aarberggasse, 3011 Berne (FAIRTIQ).

Acceptance of MRAG and FAIRTIQ general terms and conditions is required for the purchase and use of PASS 13\*.

#### 2.2. Definitions

Unless otherwise specified, the term “customer” applies to private customers.

*Customers* are individuals who buy one or more PASS 13\*s for their own use or for third party users.

*Users* are individuals who have acquired a PASS 13\* as a customer or through a customer.

#### 2.3. Product description

PASS 13\* is a public transport credit valid for the purchase of public transport tickets with the FAIRTIQ smartphone app, for journeys entirely within Valais.

Purchase of a PASS 13\* is confirmed by a promotional code to be registered on the FAIRTIQ app so that the user can benefit from the public transport credit acquired. The credit corresponds to the amount of credit purchased, plus a bonus.

As this is a pilot project, only a limited number of PASS 13\*s are available.

#### 2.4. Applicable provisions

These GT&C are supplementary to all the ticket pricing provisions currently in force of Swiss public transport companies participating in provision of direct services under Article 16 of the Swiss Federal Passenger Transport Act (RS 745.1).

Moreover, transport of customers is subject to all relevant laws, rules and price tariffs.

MRAG (<https://www.valais.ch/shop/fr/pages/allgemeine-geschaeftsbedingungen>) and FAIRTIG AG ([CGV | FAIRTIQ](#)) general terms and conditions also apply.

In the event that general terms and conditions differ, these GT&C shall apply.

### 3. Purchase

#### 3.1. General principles

Any purchase of a PASS 13\* from the MRAG online shop implies acceptance of these GT&C by the customer.

Purchase of a PASS 13\* for commercial purposes (in particular, resale) is prohibited.

To be valid, any term or condition contrary to or derogating from these general terms and conditions must have prior confirmation in writing from the Canton of Vaud.

MRAG's general terms and conditions also apply.

#### 3.2. Customers

To place orders in the online shop, customers must be adults, capable of forming their own views and not placed under legal guardianship.

#### 3.3. Purchase procedure

PASS 13\*s may be purchased by placing an order in the online store on [www.valais.ch](http://www.valais.ch).

To place their orders, customers must follow the procedures indicated in the online shop. No other ordering procedure will be accepted.

For the purchasing procedure, MRAG's general terms and conditions, in particular their point IV, shall apply, it being specified that, in relation to PASS 13\*, the Canton is the co-contracting party.

The Canton reserves the right to reject an order, entirely at its discretion, and has no obligation to give reasons. Where this is the case, the customer will be informed and any payments already made will be reimbursed. No other claims may be made.

#### 3.4. Confirmation and delivery of the order

Confirmation and delivery of the order will be exclusively by email. The email address given at the time of the order may not be changed subsequently.

#### 3.5. Customers' obligations

Customers must provide a current email address to which all communications relating to the order will be sent. It is the customer's responsibility to check that the email address is valid and to make themselves aware of emails received from MRAG. Customers should also check their Spam settings and folder to ensure that there are no messages from MRAG there. All emails sent to customers are deemed to have arrived at the time of receipt, and at the latest 24 hours after they are sent by MRAG.

The customer undertakes to pay the price specified using one of the methods of payment available.

PASS 13\* users will be asked by FAIRTIQ to participate in market research.

#### 3.6. Right of challenge

Once confirmation of the purchase has been received, the purchase can no longer be cancelled.

The customer has no right of withdrawal.

#### 4. The FAIRTIQ app

##### 4.1. General principles

The following principles shall apply.

Otherwise, FAIRTIQ's general terms and conditions shall apply.

##### 4.2. Acquisition of the FAIRTIQ app

Customers must install the FAIRTIQ app on their smartphone by downloading it from App Store or Google Play Store (<https://fairtiq.com/fr-ch/passagers/comment-utiliser-fairtiq>) and create a user account.

##### 4.3. Validity and use of a PASS 13\* with the FAIRTIQ app.

The PASS 13\* should be activated by entering the promotional code received by email in the FAIRTIQ app before 1.3.2023. The PASS 13\* will be valid for 12 months from the date of activation or until 28 February 2024 at the latest. Validity cannot be extended.

PASS 13\* is not valid for journeys wholly or partly outside Valais. However, the FAIRTIQ app can still be used in the normal way.

Customers have sole responsibility for use, any transfer, and safekeeping of the PASS 13\* they have acquired.

PASS 13\*s will not be replaced or their purchase price reimbursed in the event of loss or damage. The Canton, FAIRTIQ and MRAG will accept no liability in the event of use of public transport property by unauthorised individuals

##### 4.4. Specific features of the credit

No promotional code emailed to a customer can be used more than once. Moreover, no user may activate more than one PASS 13\* promotional code throughout the test period.

Customers may not register the PASS 13\* on more than one FAIRTIQ account open in their name. If their mobile phone number and linked FAIRTIQ user account change, customers should contact the FAIRTIQ customer help service so that the PASS 13\* can be transferred to their new FAIRTIQ user account via the app.

##### 4.5. Unauthorised or fraudulent use

Resale of a PASS 13\* or its use for commercial purposes, in any form, are prohibited. Reproduction or modification of promotional codes is prohibited.

Customers who misuse a PASS 13\* may be subject to legal proceedings.

#### 5. Reimbursement

A PASS 13\* will be valid for 12 months from the date the promotional code is registered in the FAIRTIQ app, until 28 February 2024 at the latest. Customers have no right to reimbursement while the PASS 13\* is valid.

At the end of the PASS 13\* validity period, if the amount of credit used is less than the PASS 13\* purchase price (CHF 39, 99 or 999), the difference will be reimbursed in the form of a credit to be used with the FAIRTIQ app, throughout Switzerland and with unlimited duration.

The amount reimbursed will correspond to the difference between the PASS 13\* purchase price and the part of the credit used.

If the amount of credit spent is greater than the purchase price of the PASS 13, there will be no reimbursement.

#### 6. Responsibilities and limitations

Customers accept that use of the internet involves certain risks. They are responsible for protecting themselves against malware and other harmful programs (viruses etc.) Neither the Canton, nor MRAG, FAIRTIQ or partners accept any liability in relation to the content, sale functionality or use of PASS 13\*. Liability for harmful programs (malware) will be accepted only as provided by law.

No liability will be accepted for damage caused by force majeure events, fires, explosions, power cuts, earthquakes, floods, storms, strikes, embargoes, action taken by civil or military authorities, war, terrorism (including cyberterrorism) or orders from public authorities. Nor shall the Canton, MRAG or FAIRTIQ be liable for any breach by the customer.

#### 7. Partial nullity

If one or more provisions of these GT&C prove(s) to be null and void, unlawful or without effect for any other reason, the validity of the remainder of the contract/ the GT&C shall not be affected. The clause without effect shall be replaced by another provision as close as possible to the financial content of the invalid provision or by the relevant legislation.

#### 8. Changes to the GT&C

The Canton reserves the right to adjust or change these GT&C at any time. Similarly, it may decide to suspend or interrupt this pilot project.

The version of these GT&C in force at the time of the order shall be legally binding.

#### 9. Languages

The general terms and conditions are available in French, English and German. In the event of differences in information, the French version shall prevail.

#### 10. Applicable law and jurisdiction

These GT&C and all legal relationships between the Canton, MRAG or FAIRTIQ and the customer shall be governed by Swiss law, to the exclusion of the provisions of international

private law and the United Nations Convention on Contracts for the International sale of Goods (CISG).

The courts of Sion (Switzerland) shall have exclusive jurisdiction and power of enforcement.