



GENERAL TERMS AND CONDITIONS

ENGLEBERG-TITLIS TOURISMUS LTD.

BOOKING CONDITIONS FOR APARTMENTS AND HOTELS

The Engelberg-Titlis Tourismus AG handles holiday flats, houses and hotel accommodation on behalf of the present owners or their official representative. Full information concerning the lodging to let or the hotel, as the case may be, is compiled by us with the utmost care. The Engelberg-Titlis Tourismus AG regrets but declines all responsibility for any unnotified changes made afterwards.

1. CONDITIONS FOR PAYMENT

Holiday apartments and packages:

Engelberg-Titlis Tourismus AG will prepare the invoice, which serves as the lease, in accordance with the following terms of payment:

For hotel and flat bookings: a deposit amounting to 40% of the total booking amount plus a possible cancellation insurance.

Our bankers: Sparkasse Schwyz CH-6390 Engelberg, account no. 16 6.211.034.09 Clearing No. 6633.

IBAN-Nr.:CH92 0663 3016 6211 0340 9, BIC-Code:RBABCH22633

Payments in EURO on account no. 4402244 at the Sparkasse Hochschwarzwald, Am Postplatz 10, DE-79822 Titisee-Neustadt (BLZ 680 510 04).

IBAN-Nr.:DE45 6805 1004 0004 4022 44, BIC-Code:SOLADES1HSW

The Engelberg-Titlis Tourismus AG claim is made up of the total amount of the contract less the deposit and must be settled at least 30 days before arrival in Engelberg. For bookings made less than 30 days before arrival the total amount is due at once.

2. HOTEL RESERVATIONS

The total amount is generally payable directly at the hotel. Hotels require credit card details in order to guarantee your reservation. As such, we will pre-authorize your credit card at the time of booking. Please check the room details for booking and cancellation conditions of the hotel prior to making your reservation. For certain rates or special offers, please note that your credit card may be charged (sometimes without any option for refund) upon reservation and confirmation of the booking. Please check the room description on our website thoroughly.

3. COST AND EXTRAS

The price in CHF stated in the lease is binding for the rent. EUR prices are guiding prices only. The exact exchange rate will be defined on the day of booking. We reserve the right to make cost adjustments for reasons beyond our control (e.g. currency fluctuations, newly-introduced or raised taxes). In individual cases the extras mentioned are an indication only and can therefore be subject to some slight adjustments. Rented premises may not be occupied by more than the maximum number of people (children included) stated in the lease.

4. CANCELLING AND MODIFYING THE LEASE

Holiday apartments and packages:

Should the lessee wish to cancel the existing contract, the following conditions will apply:

Up to 90 days before arrival, 75% of the deposit will be refunded. Up to 30 days before arrival, the entire deposit is forfeit. The total amount is due after this deadline. For these cancellations or modifications the Engelberg-Titlis Tourismus AG will charge CHF 50.00 booking fee. If the room or flat, as the case may be, can be let following cancellation, the Engelberg-Titlis Tourismus AG is obliged to reimburse the full amount, minus a cancellation charge or booking fee of CHF 50.00 Engelberg-Titlis Tourismus AG recommends guests to take out a cancellation insurance. Should the lessee cancel the reservation for reasons such as illness, accident or death the entire amount, minus the cancellation insurance and a booking fee of CHF 50.00 will be refunded if a medical certificate can be shown.



CANCELLING AND MODIFYING THE LEASE

Hotel reservations:

By making a reservation with a hotel, you accept and agree to the relevant cancellation and no-show policy of that hotel, the general cancellation and no-show policy of each hotel is made available on our website on the hotel room description and on our booking confirmation. Please note that with any adjusting or cancelling of your reservation you may be charged with the according fee by the hotel. Please check the room details thoroughly for any such conditions prior to making your reservation.

COMPLAINTS

The information contained in the system has been carefully and conscientiously collected. If, however, shortcomings should be detected, in so far as the fault cannot be remedied on the spot, the Engelberg-Titlis Tourismus AG should be notified without delay by telephone or telegraph (phone: +41 (0)41 639 77 77, fax: +41 (0)41 639 77 66) so that all necessary steps may be taken to rectify the situation or to make equivalent accommodation available. Should the holiday guest not claim his reserved accommodation or an equivalent alternative proposed by ourselves, no refund will be made by us. Likewise, we disclaim any responsibility in such cases. Guest attention is expressly drawn to the fact that only complaints or eventual claims received within 72 hours of taking possession of the service can be considered. In addition these claims must be notified in writing to the Engelberg-Titlis Tourismus AG within 10 days of the end of your stay otherwise any claim for damages is forfeited. Claims for damages cannot exceed the rental price. If no agreement can be reached the Sarnen, Canton Obwalden, Switzerland, jurisdiction is valid.

ACTS OF GOD

Extreme cases can always occur in the tourist trade. If an Act of God, environmental catastrophe or natural disaster should hinder our handling service we are entitled to cancel reservations without compensation. If we are prevented by other forces, equally beyond our control, from fulfilling the booking we are authorized to offer an alternative holiday flat or room in another hotel or, where necessary, to cancel the reservation. In such cases the entire sum already paid will be refunded and any further claims waived.

LIABILITY

Engelberg-Titlis Tourismus AG is responsible for the regular booking of the resort. Engelberg-Titlis Tourismus AG is, however, not responsible for unforeseeable factors outside the Engelberg-Titlis Tourismus AG control, such as:

- Defects or interruptions in the water or energy supply, as well as appliances such as heating, lifts, swimming pools, etc.
- Reductions in the rental value following environmental damage, temporary higher noise levels, e.g. traffic diversions, building sites, etc.

The lessee is entirely responsible for damage that has been proven to have been caused during the lessee-s stay.

Any damage must be notified to the owner or his representative before departure.



BOOKING CONDITIONS FOR MICE CLIENTS

We are pleased that you have chosen to plan your MICE (Meeting, Incentive, Conference, Event) with Engelberg-Titlis Tourismus AG.

The Meeting & Incentive Team of Engelberg-Titlis Tourismus AG offers several arrangements in Engelberg. In the following text, the event planner is referred to as Engelberg-Titlis Tourismus AG. The following General Terms and Conditions* explain the legal obligations existing between you, "the client", and Titlis-Engelberg AG. These terms and conditions become a mutually binding part of the business agreement when the client confirms the intention of doing business with Engelberg-Titlis Tourismus AG.

Special mutual agreements between the client and Engelberg-Titlis Tourismus AG explicitly contained in the confirmation of the contractual agreement to do business with each other super cede this document of general terms and travel conditions.

1. SIGNING OF CONTRACT

The client's unconditional order placed in writing, by phone or in person, establishes a legal agreement between the client and Engelberg-Titlis Tourismus AG. Binding dates and times will be confirmed to the client by the event planner in writing. Upon receipt of this written confirmation, the client agrees to carefully check the offer and immediately inform the event planner in writing or by phone of any possible changes and disagreements. If the offer is acceptable as is, the client will inform the event planner as soon as possible of the approval, and will return the signed confirmation to Engelberg-Titlis Tourismus AG immediately.

2. BIDS/OFFERS

Submitting an offer or bid is a service provided free of charge by Engelberg-Titlis Tourismus AG. The event planner is expressly not responsible for printing errors and changes in availability.

3. PRICES

Engelberg-Titlis Tourismus AG quotes the best possible terms (e.g. group rebates, discounts with guest cards, etc.), but these can vary depending upon the local provider of the services. Price and program changes are possible. All price quotes will be in Swiss Francs (CHF) and include value-added taxes unless otherwise indicated.

4. PRICE CHANGES

Our prices are based on quotes provided to us by local service providers, and are based on the prices given at the time of our contractual agreement. Engelberg-Titlis Tourismus AG reserves the right to change the quoted prices, in which case the client would be notified of any changes before signing and closing a contract. An increase in any contractually fixed costs may occur as a result of unforeseen added taxes, an increase in the price of specific services or through changes in the international exchange rates. Notification of such changes would be given three (3) weeks before the planned event at the latest. Should an increase of more than 10% occur, the client has the right to nullify the contractual agreement in writing and per registered mail within five (5) days after such notification, without incurring any costs or financial obligation.

5. NUMBER OF PARTICIPANTS

Engelberg-Titlis AG has the right to determine the minimum number of participants. Should this minimum number of participants not be achieved, Engelberg-Titlis Tourismus AG may cancel the event at the latest 3 weeks prior to the planned event. The number of participants must be made known to the event planner at the latest 6 weeks prior to the event.

6. PAYMENT

At the signing of the contractual agreement a deposit of 50% of the costs (a minimum of 100 CHF) is required. Payment of the remaining balance and total costs of the event must follow within 30 days after receiving the bill of services. In the case that no other arrangements have been agreed to, coupons and other documents will be distributed/ issued after the deposit has been received. Failure to make the initial deposit payment on time allows Engelberg-Titlis Tourismus AG the right to refuse delivery of services and entitles the event planner to abandon the contractual agreement after a designated grace period. (cancellation fees included)



7. CHANGES AND CANCELLATION POLICY In the case of changes to or cancellation of confirmed services, the fees stated in the confirmation plus additional costs will be charged to the client as follows: Cancellation of the event or parts thereof: - up to six (6) weeks prior to the event: cancellation free of charge- 6-4 weeks prior to arrival: 20% of arrangement- 4-2 weeks prior to arrival: 50% of arrangement- 13-4 days prior to arrival: 80% of arrangement- 3-0 days prior to arrival: 100% of the arrangement The delivery of the client's cancellation to the Engelberg-Titlis Tourismus AG offices determines the official cancellation date for the purpose of calculating the cancellation fees; for deliveries on Saturdays, Sundays or local legal holidays the date of the next immediate working day will be used. Cancellation fees are calculated as a percentage (%) of the total event costs at the time of cancellation. Additional costs of third parties will be charged to the client.

8. COMPLAINTS

Complaints, time frame for complaints and corrective action: Should the event or provided services not meet the contractual agreement, or should the client experience damages, the client is obligated to inform Engelberg-Titlis Tourismus AG or the service provider immediately - if possible during the event itself - of any shortfalls or damages and demand complimentary corrections and changes. Engelberg-Titlis Tourismus AG or the service provider will try to make these requested corrections and changes immediately or within a reasonable time frame. In such cases where corrections are not made or are insufficient, the client will ask the service provider (in any case Engelberg-Titlis Tourismus AG) to record in writing the alleged shortfalls, damages and lack of corrective action. If the client claims shortfalls, refunds and damages etc. towards Engelberg-Titlis Tourismus AG, written complaints must reach Engelberg-Titlis Tourismus AG within one month after the event. The complaint must include the confirmation from the service provider and any supporting documents. If the client fails to claim the shortfall or the damages according to points 8.1 and 8.2, the client will lose all rights to corrections, reductions of the event costs, damages, compensation, etc. The same applies, if the client's written claims have not been submitted to Engelberg-Titlis Tourismus AG within a month after the event.

9. INSURANCE

The client is not insured by Engelberg-Titlis Tourismus AG and we recommend that the client takes out a private cancellation insurance policy depending upon the event. Engelberg-Titlis Tourismus AG is not liable for accidents during the events. The client is independently responsible for sufficient health and accident insurance coverage.

10. LIABILITY

In accordance with these General Terms and Conditions, Engelberg-Titlis Tourismus AG will compensate the client for the value of services that have been agreed upon in the case that they have not or have only partially been provided, or in the case that the client has incurred additional costs or damages, taking into account any alternative compensation -equal to in value or in kind - that was immediately provided by Engelberg-Titlis Tourismus AG or by another provider at the time and place of the event.

Liability restrictions, exclusions, international agreements and national laws:

In the case that international agreements and national laws stipulate limitations for and exclusions of damages stemming from non-delivery or only partial fulfillment of the contractual obligations, Engelberg-Titlis Tourismus AG is only liable to provide the maximum compensation as stipulated in these agreements and laws.

Liability exclusions:

Engelberg-Titlis Tourismus cannot be held liable for non- or only partial fulfillment of contractual obligations if the following reasons can be proven:

- a) client default prior to or during the event
- b) unforeseen or unavoidable default ascribed to a third party who is not contractually responsible for the provision of event services
- c) an Act of God or Nature, or any occurrence that Engelberg-Titlis Tourism AG or a third party provider could not foresee or avoid despite reasonable diligence.

In such cases Engelberg-Titlis Tourismus AG is excluded from any liability. Furthermore, Engelberg-Titlis Tourismus AG is excluded from any liability for third party services arranged for by the event planner.

Other damages (damages to property, valuables, etc.):

In the case of other damages (damages to property and valuables) caused by non fulfillment or partial-fulfillment of contractual obligations, the liability of Engelberg-Titlis Tourismus AG is limited to the maximum amount of two times the event fee calculated per participant, unless the damage was caused intentionally or by gross-negligence; general business regulations and relevant international agreements and national laws with lower damage liabilities and damage exclusions have priority.



ENGELBERG-TITLIS TOURISMUS AG

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Valuables, cash, jewelry, furs, credit cards, documents, computers, telecommunication devices, etc.:
The client is personally responsible for the security and secured storage of these items. Engelberg-Titlis Tourismus AG is not liable for the theft, loss, damage, destruction or misuse etc. of these items.

Bus, railway, airline schedules, etc.:

Travel according to schedule cannot be guaranteed. Delays can arise from transportation hindrances, traffic delays, accidents, crowded airport conditions, detours, border delays, inclement weather, etc. The event planner cannot be held responsible in any of these cases.

Local events or additional excursions may be booked separately from the contractual planned event, in which case the client is personally responsible for deciding on whether to participate in such an event or excursion. These events and excursions will be provided by a third party (independent service provider). Engelberg-Titlis Tourismus AG is neither a contractual partner nor in any way a liable party in such an arrangement.

General liability:

Relevant local laws form the basis for extra contractual General Liability. In the case of other damages (other than personal injuries) liability is limited to damages double the event costs calculated per participant, unless international agreements or national laws stipulate lower liability limits or exclusions.

11. ENTRY LAWS, VISAS AND HEALTH REGULATIONS

The client is responsible for procuring proper entry papers, visas and health documents. Should entry from another country into Switzerland, or a service in another country during the event be part of the event program, Engelberg-Titlis AG will inform the client of the entry requirements specific to the client's country of primary residence. The client is responsible for obtaining and communicating the regulations specifically pertaining to event participants from other countries, and for ensuring that these participants comply with those requirements. The client is responsible for travel documents requiring issuance, extension or the procurement of a visa. The client is also responsible for his/her own compliance with entry, health and currency regulations.

12. PRIVATE ARRIVAL ARRANGEMENTS

Should travel arrangements not be included in the event agreement, the client is responsible for his/her own arrival. In case conditions such as traffic jams, road hindrances, public and private transportation delays, foreign entry delays, inclement weather or any other personal reasons hinder the client's arrival, no refund will be given.

13. APPLICABLE LAWS AND JURISDICTION

The contractual terms between the client and Engelberg-Titlis Tourismus AG are based on Swiss law. For legal complaints against Engelberg-Titlis Tourismus AG, laws according to the jurisdiction of Sarnen, Canton Obwalden, Switzerland, will apply.



CONDITIONS FOR ONLINE SHOP

1. DELIVERY

We deliver in all of Switzerland. All items are available from stock.

2. Ordering Procedures

Upon receipt of an order in our online shop the following rules apply: The consumer makes a binding contract offer by successfully running the envisaged in our Internet Shop ordering procedure.

The order involves the following steps:

- 1) Select the desired goods
- 2) Confirm by clicking on the button "booking"
- 3) verification of the particulars in the cart
- 4) Accept the general Geschäftsbedingungen
- 5) pressing the button "order"
- 6) Registration in the internet shop by registering and entering the Applicant details
- 7) re-examination and correction of the respective input data.
- 8) Mandatory sending the order.

The consumer can get before the mandatory sending the order by pressing the contained in the Internet browser used by him "back" button after checking its information back to the website on which the information provided by the customer are recognized and correct input errors or by Closing the Internet browser to cancel the order process. We acknowledge receipt of your order directly through an automatically generated e-mail. With this we accept your offer.

3. SHIPPING COSTS

You have the assurance that your products arrive reliably, promptly and on time with you. You pay no shipping costs, except for vouchers from a value of CHF 100.00 (CHF 5.00 registration fee) and in articles, where this is expressly stated.

4. RETENTION OF TITLE

We reserve title to the goods until full payment of the purchase price.

5. PRICE

Prices incl. VAT. All items are to be paid by credit card.

6. QUALITY GUARANTEE

12 months of warranty. For material or manufacturing defects please seek advice directly to the Tourist Center.

7. RETURN POLICY

Articles, you do not like, you can return it within 10 days. For a delivery in several parts, the return period will be extended until you have received the remaining supply (s). Please present always in the delivery, so that we can credit your returns immediately. Your right to return does not apply to embossed, engraved, massa manufactured or used items.

Return address:

Engelberg-Titlis Tourismus AG
Tourist Center
Klosterstrasse 3
CH-6390 Engelberg

8. INDEMNITY

Claims for damages due to errors in illustrations, prices and texts or due to delayed deliveries and failure to remain strictly excluded.

9. PRIVACY

The data required for business transactions will be used in the context of order processing. All personal information will be treated confidentially.



10. NOTICE FOR LINKS

Please refer to our web pages with links to other sites on the Internet. For all these links: The Engelberg-Titlis Tourismus AG expressly declares that it has no influence on the design and content of linked pages. Therefore we dissociate ourselves from all contents of all linked pages of third parties on www.engelberg.ch and make ourselves these contents not too own. This statement applies to all links displayed and for all contents of the sites to which links lead.

11. CUSTOMER SERVICE

Our customer service for questions and complaints you may work weekdays from 8:00 clock until 18:00 clock.

Phone: +41 41 639 77 77

Fax: +41 41 639 77 66

Email: welcome@engelberg.ch

This text is a translation. The original version in German remains the legally binding document.

Engelberg, 1 June 2013

ENGELBERG-TITLIS TOURISMUS LTD.