

General Terms and Conditions (GTC)

of Parkhotel Giessbach AG and for services provided by Parkhotel Giessbach AG on behalf of the Foundation "Giessbach dem Schweizervolk"

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1. General provisions

1.1. Scope of application

These General Terms and Conditions (GTC) govern all contracts between customers and Parkhotel Giessbach AG, 3855 Brienzen, Switzerland.

They apply to:

- Hotel accommodation (Section 2);
- Events and functions (Section 3);
- Table reservations and visits to food and beverage outlets (Section 4);
- Use of the Giessbach funicular and the forest car park, including ticket purchases via "shop.giessbach.ch" (Section 5);
- Purchases of products, vouchers and event tickets via the Giessbach e-guma webshop "shop.e-guma.ch/grandhotel-giessbach-brienzen" and at the official points of sale (Section 6).

Any agreements deviating from these GTC must be made in writing and signed by all parties involved.

1.2. Booking channels

Bookings, reservations and purchases may be made by telephone, in writing, by e-mail, via the hotel website, via online booking platforms operated by authorised third parties, via the webshops "shop.giessbach.ch" and "shop.eguma.ch/grandhotel-giessbach-brienzen", as well as directly on site at reception, ticket machines, points of sale or through authorised resellers.

1.3. Contracting parties

The contractual partner is generally Parkhotel Giessbach AG.

For parking tickets relating to the forest car park, the contractual partner is the Foundation "Giessbach dem Schweizervolk", 3011 Bern. Technical processing is handled by Parkhotel Giessbach AG.

1.4. Conclusion of contract

	Bookings may be made through various channels. A booking becomes binding only once it has been confirmed in writing by the hotel or confirmed through an online booking platform operated by an authorised third party.
Hotel Accommodation	Hotel offers are non-binding until expressly confirmed. 50% of the booking amount shall become due no later than 7 days prior to arrival.
	Bookings made for resale, brokerage or commercial purposes (in particular by tour operators, travel agencies or intermediaries) are not permitted without the hotel's written consent. The hotel reserves the right to cancel such bookings at any time without charge.

Events	An event shall be deemed bindingly booked as soon as the quotation issued by the hotel has been accepted in writing by the customer and reconfirmed by the hotel. Where an advance payment has been agreed, the event shall only be deemed confirmed once such payment has been received.
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	Quotations that are not accepted shall expire upon expiry of the specified validity period, and prices may differ in any subsequent quotation.
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	A table reservation shall be deemed binding once it has been expressly confirmed by the hotel via e-mail, SMS or telephone.
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Table Reservations / Restaurant Visits	The hotel reserves the right to require a credit card as a guarantee for certain reservations. In such cases, the reservation shall only be deemed confirmed upon successful submission of valid credit card details.
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	For restaurant visits without a prior reservation, the customer accepts these General Terms and Conditions by placing an order with an employee of Parkhotel Giessbach AG.
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Giessbach funicular & forest car park «shop.giessbach.ch»	The contract is concluded upon payment in the webshop or at the ticket machine, or upon purchase at points of sale or through authorised resellers.
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	The purchase shall be deemed confirmed upon receipt of the tickets.
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	For purchases made via the Giessbach e-guma online shop, the contract is concluded upon completion of the ordering process and successful payment. The customer will receive electronic confirmation of receipt of the order. For purchases made at a point of sale, the contract is concluded upon completion of the purchase process and payment.
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Products, Vouchers & Event Tickets «shop.e-guma.ch/grandhotel-giessbach-brienzen»	For event tickets and vouchers, the purchase is deemed confirmed upon their provision or transmission.
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	For physical products, actual availability of the goods ordered is subject to change. In the exceptional event that a product for which payment has already been made is unavailable after the contract has been concluded, the customer will be informed and the purchase price paid for the unavailable product will be refunded.
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1.5. Prices and payment

All prices are stated in Swiss Francs (CHF) and include statutory value-added tax (VAT), where applicable, but exclude visitor's tax. The hotel is entitled to require a credit card

guarantee or an advance payment in order to secure any booking.

For products that are physically dispatched, shipping and packaging costs may apply in addition to the stated selling price. These will be shown to the customer before the order is finalised and must be paid together with the purchase price.

No discounts or cash discounts shall be granted.

1.5.1. Accepted means of payment

The accepted payment methods may vary depending on the point of sale.

Cash	- Swiss Francs - Euro: Euro: Only Euro banknotes are accepted. The exchange rate determined by Parkhotel Giessbach AG shall apply. Any change shall in all cases be given in Swiss Francs.
Debit & Credit Cards	- Visa - Mastercard - Diners - American Express
Online Payment Methods	- Twint - Apple Pay - Google Pay
Vouchers	- Only valid vouchers issued by Parkhotel Giessbach AG are accepted as payment. The Giessbach funicular and the forest car park are excluded. Cash payment of any remaining balance is excluded. Expired vouchers will not be extended. - Exceptions apply to vouchers issued by official partner organisations.
Invoice	Payment by invoice is only possible following prior approval.

1.5.2. Individual billing

Payment for events or restaurant visits must be settled collectively. Separate billing within a group is not accepted. The allocation of costs among guests is the responsibility of the guest or organiser.

1.5.3. Minimum revenues and surcharges

Minimum revenue requirements may be agreed for certain rooms or arrangements. If the agreed minimum revenue is not achieved, the hotel shall be entitled to charge the difference. Surcharges may be applied for events extending beyond regular opening hours. In addition, costs for technical equipment, additional cleaning or security personnel may be charged according to actual expenditure.

The costs of additional services may be requested from Parkhotel Giessbach AG.

1.5.4. Advance payments

Parkhotel Giessbach AG reserves the right to require advance payments for events and hotel accommodation, particularly for bookings exceeding CHF 5'000. Advance payments shall be invoiced and must be paid within the applicable payment period (see Section 1.5.5).

Advance payments shall not be refunded in the event of cancellation within the chargeable cancellation period.

1.5.4.1. Organizers from abroad

Organisers from abroad must provide a valid credit card as a reservation guarantee. Where the invoice address is located outside Switzerland, 50% of the confirmed services shall be payable in advance and must be paid no later than 7 days before arrival.

1.5.5. Payment deadlines

Payment by invoice must be agreed in writing in advance (see Section 1.5.1). Where payment by invoice has been agreed, the final invoice must be settled within 10 days of the invoice date.

Any alternative payment terms require the written confirmation of Parkhotel Giessbach AG.

	Accommodation charges and all related expenses posted to the room account must be settled in full by the guest no later than check-out.
Hotel Accommodation	Cancelled bookings that incur a cancellation fee shall be offset against any advance payments already made. Any remaining balance shall be charged to the customer's credit card or invoiced. The applicable payment deadlines and cancellation conditions shall apply.
	Events must be paid for in full at the end of the event on site or, where agreed, by invoice.
Events	Consumptions that are not posted to the organiser's master account and are to be paid individually by guests must be settled directly on site. If such consumptions are not duly paid by the organiser's guests, the organiser shall be charged the full amount.
	Cancelled bookings that incur a cancellation fee shall be offset against any advance payments already made. Any remaining balance shall be charged to the customer's credit card or invoiced. The applicable payment deadlines and cancellation conditions shall apply.
Table Reservations / Restaurant Visits	Charges incurred during a restaurant visit must be paid in full on site before leaving the restaurant.
	Cancelled bookings that incur a cancellation fee shall be offset against any advance payments already made. Any remaining balance shall be charged to the customer's credit card. The applicable payment

deadlines and cancellation conditions shall apply.

Giessbach funicular & forest car park «shop.giessbach.ch»	Tickets for the Giessbach funicular and the forest car park must be paid for directly upon completion of the purchase in the webshop or at the point of sale.
Products, Vouchers & Event Tickets «shop.e-guma.ch/grandhotel-giessbach-brienz»	Purchases of products, vouchers and event tickets must be paid for immediately upon completion of the purchase in the online shop or at the point of sale when buying in-store. For physical products, any shipping and packaging costs shown must also be paid.

1.6. Pets

Pets are generally welcome on the premises of Parkhotel Giessbach AG and must be kept on a leash at all times in public areas. The following restrictions apply:

Hotel Accommodation	A surcharge applies for pets staying at the hotel. The House Rules of the Grandhotel Giessbach shall apply.
Events	Pets are permitted in event spaces only by prior arrangement. The House Rules of the Grandhotel Giessbach shall apply.
Table Reservations / Restaurant Visits	Pets (except assistance dogs) are permitted only in selected restaurant areas. The House Rules of the Grandhotel Giessbach shall apply.
Table Reservations / Restaurant Visits	In the event of adverse weather conditions, the hotel shall decide whether terraces remain open. If a reservation must be cancelled because a pet is not permitted inside the restaurant premises, the guest shall not be released from the applicable cancellation conditions or any related charges.
Giessbach funicular & forest car park «shop.giessbach.ch»	Pets may be brought along but must be kept under control at all times and must not endanger or disturb other guests.

1.7. Bringing food and beverages

The bringing of food and beverages onto the premises is generally not permitted.

Hotel Accommodation	Consumption of self-brought food is permitted only in private guest rooms and not in public areas. Cooking in hotel rooms is strictly prohibited for fire safety reasons.
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The organiser, participants and guests are not permitted to bring food or beverages to events.

Events	In exceptional cases, this may be permitted subject to prior written agreement with the hotel. In such cases, the hotel shall charge a service fee to cover overhead costs.
Table Reservations / Restaurant Visits	This provision applies to all public areas of the hotel as well as outdoor areas. Bringing personal food and beverages is permitted only with the hotel's express written approval. In such cases, the hotel shall charge a service fee to cover overhead costs.
Table Reservations / Restaurant Visits	This provision applies to all public areas of the hotel as well as outdoor areas.
Giessbach funicular & forest car park «shop.giessbach.ch»	The carrying and consumption of food and beverages is permitted. Customers are required to dispose of waste properly.

1.8. Force majeure

Parkhotel Giessbach AG and the Foundation «Giessbach dem Schweizervolk» shall not be liable for disruptions or failures in performance resulting from events beyond their control.

Such events include, in particular, natural disasters, pandemics, epidemics, governmental measures, strikes and unforeseen technical defects.

Hotel Accommodation, Events, Table Reservations / Restaurant Visits	In cases of force majeure, the hotel shall be entitled to withdraw from the contract or adjust its services without giving rise to any claims for damages by the customer.
Giessbach funicular & forest car park «shop.giessbach.ch»	Operations may be suspended due to force majeure. A refund shall only be granted where the service cannot be provided at all and no use is possible.
Products, Vouchers & Event Tickets «shop.e-guma.ch/grandhotel-giessbach-brienz»	If a service or delivery cannot be provided, or cannot be provided as agreed, due to force majeure, Parkhotel Giessbach AG is entitled to adjust the service, postpone it or, where necessary, withdraw from the contract. Claims for damages by the customer arising from such events are excluded to the extent permitted by law.

In the event of a postponement or cancellation of an event, the provisions set out in clause 6 shall also apply to event tickets.

1.9. Liability

Guests and customers of Parkhotel Giessbach AG and the Foundation «Giessbach dem Schweizervolk» shall be fully liable for any damage caused by them to the premises and facilities of Parkhotel Giessbach AG or the Foundation "Giessbach dem Schweizervolk", as well as for any damage caused to third parties.

1.9.1. Liability of Parkhotel Giessbach AG

Parkhotel Giessbach AG shall be liable exclusively for damages caused by wilful misconduct or gross negligence.

Liability for ordinary negligence, indirect damages or consequential damages (e.g. loss of profit, travel expenses or damages caused by third parties) is excluded.

Hotel Accommodation	The hotel shall be liable for guests' property only within the mandatory statutory provisions pursuant to Articles 487-489 of the Swiss Code of Obligations.
	Any further liability, in particular for valuables, cash, jewellery, electronic devices or vehicles, is excluded unless such items have been expressly deposited for safekeeping.
	The hotel accepts no liability for the loss, theft or damage of personal belongings, clothing or luggage except in cases of wilful misconduct or gross negligence.
Events	The organiser shall be jointly and severally liable for damages or breaches of these GTC caused by the organiser, their guests or commissioned service providers. Parkhotel Giessbach AG accepts no liability for personal belongings, technical equipment, decorative materials or any other items brought by the organiser or participants.
	Parkhotel Giessbach AG accepts no liability for the loss, theft or damage of coats, personal belongings, bags, technical devices or valuables belonging to guests.
Table Reservations / Restaurant Visits	Parkhotel Giessbach AG shall be liable for allergic reactions or health impairments only if an expressly warranted characteristic has been violated.
	A completely allergen-free environment cannot be guaranteed. For table reservations, Parkhotel Giessbach AG shall not be liable for damages resulting from late arrival, non-appearance or booking changes made by guests.

Use of the railway is at the passenger's own risk.

Parkhotel Giessbach AG accepts no liability for service interruptions or events caused by force majeure except in cases of wilful misconduct or gross negligence. No claim for compensation shall arise for consequential losses such as interrupted travel, missed connections, additional costs or loss of holiday enjoyment.

Parkhotel Giessbach AG shall accept no liability for accidents resulting from passenger conduct, failure to follow staff instructions or breaches of the railway regulations.

Parkhotel Giessbach AG accepts no liability for damage resulting from the improper use of products by the customer or third parties.

To the extent permitted by law, Parkhotel Giessbach AG accepts no liability for delays or disruptions in delivery caused by shipping, postal or logistics service providers over which the hotel has no control.

In the case of vouchers and event tickets sent electronically, the customer is responsible for providing a correct email address and for ensuring that the documents sent are received and legible.

Any mandatory statutory liability claims shall remain reserved.

Giessbach funicular & forest car park
«shop.giessbach.ch»

Products, Vouchers & Event Tickets
«shop.e-guma.ch/grandhotel-giessbach-brienz»

1.9.2. Liability of the Foundation "Giessbach dem Schweizervolk"

Parking in the forest car park is entirely at the user's own risk. For parking tickets, the contractual partner is the Foundation "Giessbach dem Schweizervolk".

Neither the Foundation «Giessbach dem Schweizervolk» nor Parkhotel Giessbach AG shall be liable for damage to vehicles or their contents, particularly in cases of theft, burglary, vandalism, natural events (e.g. storms, rockfalls, falling trees), fire or other environmental influences.

Liability for operational disruptions, malfunctioning parking systems or the unavailability of a parking space despite possession of a valid ticket is excluded to the extent permitted by law. No liability shall be assumed for vehicles towed away or relocated due to unlawful parking or violations of the parking regulations. Any resulting costs shall be borne by the vehicle owner.

Forest car park
«shop.giessbach.ch»

2. Hotel accommodation

2.1. Arrival and departure

The check-in and check-out times specified in the booking confirmation must be observed. Earlier check-in or later departure is possible only subject to prior arrangement and availability. A daily surcharge may be charged for early check-in or late check-out.

In the event of early departure, no refund shall be granted for booked services that cannot be utilised due to such departure. The cancellation conditions shall apply.

Upon departure, rooms must be returned in a clean condition suitable for re-letting. Failing this, Parkhotel Giessbach AG reserves the right to charge the responsible guest in full for any loss of revenue as well as additional cleaning and maintenance costs incurred.

2.2. Obligations of the guest

The guest undertakes to treat all facilities, rooms and premises with due care.

Any damage caused by the guest or accompanying persons must be reported to the hotel immediately and compensated in full. The subletting or onward letting of rooms is not permitted without the hotel's express consent.

Any theft of property belonging to Parkhotel Giessbach AG by guests shall be reported to the appropriate legal authorities.

Replacement of room keys lost by the guest shall be charged to the guest.

The House Rules of the Grandhotel Giessbach form an integral part of these General Terms and Conditions.

2.3. Giessbach Nostalgia Pass

The Giessbach Nostalgia Pass is reserved exclusively for individual guests booking directly with the hotel.

Bookings made via online platforms, tour operators and group bookings are excluded from the Giessbach Nostalgia Pass but may purchase the pass at the hotel.

2.4. Cancellations

Any amendments to the cancellation periods must be confirmed in writing exclusively by Parkhotel Giessbach AG.

Guests are advised to purchase travel cancellation insurance.

2.4.1. Individual guests

Time of Cancellation	Charges Payable by the Guest
Up to 14 days before arrival	Free of charge
13 to 8 days before arrival	50% of the agreed room/package rate
From 7 days before arrival / No-Show	100% of the agreed room/package rate

2.4.2. Special rates

Special rates (e.g. non-refundable rates) are subject to separate conditions.

Any advance payments already made shall be offset against the applicable cancellation charges.

3. Events

3.1. Execution

The event shall be conducted on the basis of the agreements documented in writing in advance. Any deviations from these agreements may only be made in consultation with Parkhotel Giessbach AG and shall be valid only if confirmed in writing by Parkhotel Giessbach AG.

Events shall take place within the previously defined timeframe or in accordance with the opening hours published on the website. The organiser is required to adhere to the agreed schedule. Events extending beyond the regular opening hours and, in any event, beyond midnight, shall only be permitted subject to prior written confirmation. Parkhotel Giessbach AG reserves the right to charge night surcharges for each commenced hour.

Unless a written agreement exists regarding specific programme items or services, the provisions of the House Rules and these General Terms and Conditions shall apply. In the event of deviations, Parkhotel Giessbach AG reserves the right to charge the organiser in full for any additional costs incurred.

3.2. Number of participants

The organizer is obliged to communicate the final anticipated number of participants (forecast number) no later than 14 days prior to the event.

Changes made from 13 days before the event onwards that exceed 5% of the forecast number entitle the hotel to adjust the agreed services and prices or to charge according to the notified participant number, including the deviation.

The non-attendance of individual participants does not release the organiser from the obligation to pay for the number originally ordered. No entitlement exists to services charged for participants who do not attend.

Notification date	Adjustment of guest numbers
Up to 14 days before the event	Notification of the final anticipated number of guests (forecast number) Notification of the guaranteed number.
Up to 3 days before the event	Deviations of less than 5% from the forecast number may be adjusted free of charge. Deviations exceeding 5% from the forecast number may result in price adjustments or the invoicing of services based on the forecast number.
2 days before the event or later	The guaranteed number notified shall be charged in all cases.

3.2.1. Increase in guest numbers

Any increase in the number of guests after notification of the forecast number or guaranteed number is possible only upon prior consultation. All additional guests shall be charged in full.

3.3. Obligations of the organizer

The organiser undertakes to comply with all legal requirements, in particular fire safety regulations, and shall indemnify the hotel against any third-party claims, including but not limited to SUISA licence fees.

The House Rules of the Grandhotel Giessbach form an integral part of these General Terms and Conditions.

3.3.1. Allergies

The organiser is required to notify Parkhotel Giessbach AG in advance of any allergies or intolerances of guests.

Parkhotel Giessbach AG expressly points out that only low-allergen meals, but not allergen-free meals, can be served.

3.4. Cancellations

All cancellations must be submitted in writing. The following cancellation conditions shall apply.

3.4.1. Events for 11 or more persons without room reservations

Time of cancellation	Charges payable by the guest
Up to 21 days before the event date	Free of charge
20 to 7 days before the event date	50% of the quoted services
6 days before the event date, on the event or no-show	100% of the quoted services

3.4.2. Events with room reservations for 11 to 50 persons

Time of cancellation	Charges payable by the guest
Up to 60 days before arrival	Free of charge
59 to 30 days before arrival	25% of the agreed room / package rate
29 to 14 days before arrival	50% of the agreed room / package rate
13 days before arrival to arrival date, or no-show	100% of the agreed room / package rate

3.4.3. Events with room reservations for 51 or more persons

Time of cancellation	Charges payable by the guest
Up to 90 days before arrival	Free of charge
89 to 60 days before arrival	25% of the agreed room / package rate
59 to 30 days before arrival	50% of the agreed room / package rate
29 days before arrival to arrival date, or no-show	100% of the agreed room / package rate

3.5. Special provisions

3.5.1. Table linen and tabletop items

The organiser is not permitted to provide their own table linen or tabletop items (including glassware, crockery and cutlery).

Exceptions require a thorough prior review and written approval by Parkhotel Giessbach AG.

3.5.2. Confetti and smoke machines

The use of confetti, all types of thrown objects (e.g. rice grains) and smoke machines is prohibited.

In the event of non-compliance, cleaning costs shall be charged to the organiser according to actual expenditure.

3.5.3. Decorations and technical installations

Decorations and technical installations brought by the organiser or by third parties commissioned by the organiser are permitted only with the prior approval of Parkhotel Giessbach AG and must comply with all statutory fire safety and security regulations.

Parkhotel Giessbach AG reserves the right to reject decorations and technical installations that violate the House Rules or that may damage the hotel premises or furnishings.

Additional labour required for the preparation, distribution and removal of decorations or technical installations brought onto the premises, as well as any resulting cleaning costs, shall be charged in full to the organiser at the current hourly rate.

3.5.4. Musical performances

Musical performances must be coordinated with the hotel and are permitted only in event spaces reserved exclusively for the event. Musical performances are permitted up to a maximum sound level of 90 dB and until 10:00 p.m. Extended musical performances are possible only where the hotel has been reserved for exclusive use.

The registration and payment of any SUISA fees shall be the sole responsibility of the organiser.

3.5.5. Fireworks

The launching of fireworks on the premises of Parkhotel Giessbach AG, as well as fireworks displays organised in connection with an event on Lake Brienz, is prohibited for reasons of nature and animal protection.

The use of pyrotechnic devices in categories F1 to F4 pursuant to the Swiss Explosives Ordinance (SprstV) is prohibited by law in publicly accessible areas.

This includes, in particular, sparklers, cake fountains, snap pops, table bombs, rockets and battery-operated fireworks.

4. Table reservations / Restaurant visits

4.1. Maximum number of guests for individual table reservations

Individual table reservations are available for up to 10 persons. Reservations for 11 persons or more shall be treated as events

and handled through the Events Department. A prior menu selection from the banquet documentation is mandatory.

For groups of 11 persons or more exceeding the limit of 10 persons due to a high proportion of children, exceptions may be granted upon request

4.2. Table requests

Special table requests, such as window tables, will be accommodated whenever possible but cannot be guaranteed under any circumstances.

4.3. Cancellations and no-show

Reservations may be cancelled free of charge up to 24 hours prior to the reservation time. For later cancellations or in the event of a no-show, Parkhotel Giessbach AG reserves the right to charge a cancellation fee. Where a credit card has been provided as a guarantee, the applicable fee may be charged directly to that credit card.

4.4. Arrival on the reservation date

Guests are required to arrive at the agreed reservation time. Reserved tables will be held for a maximum of 15 minutes, after which the hotel may release the table.

If guests fail to arrive within 15 minutes and do not inform the hotel of their delay by telephone, the hotel reserves the right to treat the reservation as a no-show in accordance with the applicable provisions.

4.5. Parking

A table reservation does not include any entitlement to a parking space.

Parking tickets for the forest car park must be purchased separately and are subject to availability through the online shop at «shop.giessbach.ch».

4.6. Allergies

Guests are required to inform the service staff of any allergies or intolerances in advance or, at the latest, when placing their order in the restaurant.

Parkhotel Giessbach AG expressly points out that only low-allergen meals, but not allergen-free meals, can be served.

5. Giessbach funicular and forest car park

5.1. Services and ticket categories

Various ticket categories are available for the Giessbach funicular and the forest car park.

Tickets are valid only for the specific service and time period indicated on the ticket.

5.1.1. Group travel

Group rates for groups of 11 persons or more are granted only upon prior reservation. Group reservations must be registered no later than 48 hours before arrival.

Arrival by coach is permitted only with the prior written confirmation of Parkhotel Giessbach AG.

5.1.2. Season passes and third-party tickets

Season passes or tickets issued by third parties (e.g. GA Travelcard, Half Fare Travelcard) are not accepted unless expressly recognised under a designated partnership agreement.

5.2. Ticket issuance

Tickets purchased via the webshop are provided electronically in the form of a PDF document or QR code. Tickets purchased from ticket machines or points of sale are issued in paper format. Where tickets are purchased through resellers, their own conditions shall additionally apply.

5.3. Lost tickets and online tickets

Lost or unreadable tickets will not be replaced.

The customer is responsible for ensuring the readability of online tickets, including maintaining a legible printout or carrying a functioning smartphone with sufficient battery charge.

5.4. Returns and refunds

The return or refund of tickets is excluded.

An exception applies where the Giessbach funicular is completely out of operation or where the forest car park must be closed due to force majeure and the relevant tickets can no longer be used. Parkhotel Giessbach AG and the Foundation «Giessbach dem Schweizervolk» reserve the right to provide reimbursement in the form of vouchers of equal value.

5.5. Obligations of guests

Use of the forest car park and the Giessbach funicular is permitted only with a valid ticket.

Customers are required to carry the ticket during use and present it upon request. The copying, alteration or resale of tickets is prohibited.

In addition, use of the Giessbach funicular is governed by the Giessbach funicular regulations, and use of the forest car park is governed by the forest car park regulations.

6. Products, vouchers and event tickets

6.1. Scope and offer

The following provisions apply to the purchase of physical products from the Giessbach Boutique online, on site and at the kiosk, as well as to the purchase of vouchers and event tickets via the Giessbach e-guma Webshop and, where applicable, to corresponding purchases made at Parkhotel Giessbach AG points of sale.

The type, scope and content of the respective offer shall be determined by the product, voucher or event description published at the time of purchase or displayed at the relevant point of sale. Images and representations in the Webshop are for illustrative purposes only. Minor deviations in the actual design or appearance of a product are reserved, provided that such deviations do not materially affect its essential characteristics or usability.

Offers shall remain valid while stocks or availability last. Parkhotel Giessbach AG reserves the right to amend its range of products, vouchers and event tickets, as well as the availability thereof, at any time.

6.2. *Physical products*

6.2.1. *Shipping*

Products are shipped exclusively within Switzerland.

Parkhotel Giessbach AG does not specify any generally binding delivery period. Delivery shall be made subject to the availability of the products ordered and the customary processing and shipping times. Unless expressly agreed otherwise, any delivery times stated or communicated shall be regarded as estimates only.

Shipping and packaging costs shall be borne by the customer. The applicable costs shall be indicated to the customer during the ordering process or, in the case of deliveries requiring an individual agreement, communicated to the customer in advance.

6.2.2. *Returns and exchanges*

The purchase of physical products is generally binding. The return or exchange of products that have been duly delivered or purchased is excluded.

This shall also apply, in particular, where the customer no longer requires the product after purchase, subsequently changes their purchasing decision or has mistakenly ordered an unwanted product.

Any claims of the customer arising from defective, damaged or incorrectly delivered goods, as well as any mandatory statutory provisions, shall remain reserved.

6.2.3. *Defects and incorrect deliveries*

The customer is requested to inspect delivered products upon receipt for any obvious damage, defects or incorrect deliveries and to notify Parkhotel Giessbach AG of any complaints as soon as reasonably possible.

In the event of a complaint, the customer shall provide Parkhotel Giessbach AG with the information relating to the purchase that is required for the assessment of the complaint, together with a description of the identified defect, damage or incorrect delivery.

In the event of justified complaints, the customer's claims shall be governed by the applicable statutory provisions. Mandatory statutory warranty and liability claims shall remain reserved in all cases.

6.3. *Vouchers*

6.3.1. *General provisions*

Vouchers issued by Parkhotel Giessbach AG shall generally be valid until the expiry date stated on the respective voucher. The stated validity period shall apply unless otherwise required by mandatory statutory provisions, in particular statutory limitation periods. Where a longer statutory period applies, such period shall take precedence over the validity period stated on the voucher.

Upon expiry of the applicable validity period, there shall be no entitlement to an extension of the voucher.

Complimentary advertising, promotional or campaign vouchers for which the customer has provided no consideration shall be redeemable exclusively until the expiry date stated on the respective voucher.

Vouchers are transferable and may be redeemed by a person other than the original purchaser or recipient, unless otherwise specified on the respective voucher or in the relevant offer.

The purchase of vouchers is binding. The return or refund of vouchers already purchased is excluded.

The customer or voucher holder is responsible for the safekeeping of the voucher. No replacement can be provided in the event of loss of a voucher. This applies to both physical and electronically issued vouchers.

In all other respects, the provisions governing the acceptance and redemption of vouchers set out in the General Provisions of these General Terms and Conditions shall apply.

6.3.2. *Value vouchers*

Value vouchers may be used for the designated services of Parkhotel Giessbach AG and may also be redeemed in part. Where the full value of a voucher is not used upon redemption, the remaining balance shall remain on the voucher and may be used for a subsequent redemption within the voucher's validity period.

Payment of the voucher value or of any remaining balance in cash or by means of a refund to a payment method is excluded.

6.3.3. *Product and service vouchers*

Product and service vouchers, in particular vouchers for specific packages, arrangements or expressly designated services, may be redeemed exclusively for the service specified on the voucher. The voucher value may not be credited towards other services, nor may such a voucher be exchanged for a value voucher.

6.4. *Event tickets*

6.4.1. *Validity and transferability*

Event tickets entitle the holder exclusively to attend the event specified on the respective ticket and are generally valid only for the event and event date stated thereon.

Event tickets are generally transferable. If all event tickets purchased as part of an order are transferred to third parties and the original purchaser does not attend the event, Parkhotel Giessbach AG must be informed of the transfer in advance.

The transfer of event tickets for the purpose of commercial resale is not permitted without the prior written consent of Parkhotel Giessbach AG.

The customer is responsible for ensuring that the event ticket can be presented upon admission in a valid and legible form. In the case of electronic tickets, the customer must in particular ensure that the ticket is available and legible on a suitable electronic device or in another permissible form.

6.4.2. Loss of event tickets

In the event of the loss of an event ticket, Parkhotel Giessbach AG must be contacted. Parkhotel Giessbach AG shall determine on a case-by-case basis whether, and under what conditions, a replacement or reissue is possible. Notification of the loss shall not give rise to any automatic entitlement to the issue of a replacement ticket.

6.4.3. Cancellation and return by the customer

Cancellation or return of event tickets by the customer is generally excluded. This applies in particular in the event of non-attendance, inability to attend or a subsequent change in the customer's personal plans.

6.4.4. Cancellation of an event

If an event is cancelled by Parkhotel Giessbach AG, the customer shall be refunded the ticket price paid, provided that the cancellation is not due to an event of force majeure within the meaning of these General Terms and Conditions. In the event of cancellation due to force majeure, the corresponding provisions of these General Terms and Conditions shall apply.

6.4.5. Rescheduling of an event

If an event is rescheduled to another date, an event ticket already purchased shall remain valid for the replacement date announced by Parkhotel Giessbach AG. If the customer is unable to attend the event on the replacement date, the customer may request a refund of the ticket price paid.

Any further claims by the customer in connection with the cancellation or rescheduling of an event, in particular claims for reimbursement of travel, accommodation or other consequential costs, shall be governed by the liability provisions of these General Terms and Conditions.

6.5. Electronic provision of vouchers and event tickets

Electronic vouchers and event tickets shall be sent to the email address provided by the customer during the ordering process or otherwise made available electronically in the manner specified during the respective ordering process.

The customer is responsible for providing complete and correct contact details, in particular a correct email address, when placing an order and for ensuring that electronic communications and documents can be received. Following proper electronic transmission, responsibility for the storage and availability of the vouchers and event tickets transmitted shall rest with the customer.

Electronic vouchers and event tickets must be capable of being presented in a legible form upon redemption or admission, as applicable. The customer is responsible for ensuring that the electronic device used is functional and sufficiently charged or that the document can otherwise be presented in a legible form by another permissible means.

Amendments to the General Terms and Conditions shall be communicated in an appropriate manner to customers with whom a contractual relationship already exists, in particular by e-mail or by notice on the website.

The customer is entitled to terminate the contract in writing within 30 days of notification of the amendments without incurring any costs, provided that the amendments are detrimental to the customer.

If no written notice of termination is received within this period, the amended General Terms and Conditions shall be deemed accepted and shall become part of the existing contractual relationship.

Services already fully performed and mandatory statutory provisions shall remain unaffected by such termination.

7.2. Severability Clause

Should any provision of this agreement be or become invalid or unenforceable in whole or in part after the conclusion of the agreement, the validity of the remaining provisions shall remain unaffected.

7.3. Data protection

Personal data shall be processed in accordance with the current Privacy Policy of Parkhotel Giessbach AG, available on its website. Where tickets are purchased through resellers, their respective data protection provisions shall additionally apply.

7.4. Right to refuse admission and house authority

Parkhotel Giessbach exercises the right to control access to and use of its premises. Guests and visitors are required to comply with the instructions of hotel staff.

In the event of violations of the House Rules or where other persons are endangered, the hotel may withdraw from the contract and remove guests from the premises.

7.5. Governing law and place of jurisdiction

Swiss law shall apply exclusively. The exclusive place of jurisdiction shall be Thun, Switzerland. Mandatory statutory consumer jurisdiction provisions shall remain reserved.

7. Final provisions

7.1. Amendments to the General Terms and Conditions

Parkhotel Giessbach AG reserves the right to amend or supplement these General Terms and Conditions at any time.