

General Terms and Conditions of the Congress Kursaal Interlaken AG

1. Provisions KURSAAL & DESTINATION

1.1. Common provisions

1.1.1. Scope

These General Terms and Conditions shall apply to all business relationships between the Congress Kursaal Interlaken AG (hereinafter referred to as CKI) and its customers in the version valid when the contract is concluded. They shall apply exclusively. Any contradictory or differing agreements must be made in writing. The privacy policy shall be deemed an integral part of all business relations. There is a separate specification sheet for exhibitors, drivers and stand construction companies which shall also be deemed an integral part of the contract. The contractual partner of CKI (event organizer) shall be responsible for ensuring that this specification sheet is complied with by all persons concerned and shall be liable for any damage resulting from non-compliance.

1.1.2. Payment Deadlines

Unless otherwise agreed, CKI's invoices are payable within 30 days from invoice date. This payment deadline is an expiry date. In the event of exceeding the deadline, default shall occur without a reminder.

1.1.3. Price Lists

Unless expressly agreed otherwise, CKI's price lists valid at the time of the event shall apply to all services.

1.1.4. Administrative costs

If during the planning period of the event excessive high administrative costs arise, CKI shall be entitled to charge the additional personnel expenses actually incurred based on the hourly rate of its employees and at its own discretion.

1.1.5. Complaints

If the service provided by CKI does not meet the contractual agreement, the organiser is entitled and obliged to immediately report this. If the complaint is not made on site, no claims for compensation will be considered afterwards.

1.1.6. Governing Law and Legal Venue

Only Swiss law shall apply to all of CKI's business relationships. **The legal venue for any disputes shall in every case be Interlaken.**

2. Provisions KURSAAL

2.1. Special Provisions

2.1.1. Deposit payments

CKI requires deposit payments amounting to at least the rent for the event room by a specific date. This date shall be considered as the due date according to Art. 108 Cl. 3 of the CO.

2.1.2. Reduction of Hall Rents

If the hirer of event rooms transacts further sales with CKI, he shall be entitled to a reduction of hall rents according to the price list.

2.1.3. Cancellations

Room rents shall also be owed even if an event is not held for reasons* beyond CKI's control. If the premises in question can be rented to other parties in whole or in part on the agreed date, the rent shall be reduced by the amount obtained by CKI. For cancellations 6-10 days before an event catering costs (without drinks) shall be owed at 50% of the expected turnover and in cases of less than five days at 100%. In addition, in the event of any cancellation, CKI must be reimbursed for the external costs and personnel expenses incurred by it as a result of the reservation.

*With the exception of force majeure: If an event is not able to take place due to governmental restrictions or further disturbances such as war, strike etc., the event organiser shall only owe CKI staffing expenses and external costs up to the point of the annulation.

2.1.4. Postponement

If an event is postponed within the year of the event up to one month before the planned date, the event organiser shall incur no costs. Later postponements will result in an invoice for the staffing expenses and external costs incurred up to the point of postponement.

2.1.5. Changes at Short Notice

If any rearrangements are requested after agreed facilities have been provided, CKI shall be entitled to remuneration for the time spent at the employee hourly rate and for any other costs arising from this.



2.1.6. Catering Management

The catering in all the rooms and on the grounds of the "Kursaal" shall be reserved exclusively to CKI. Any exceptions shall require written approval by the management of CKI, which shall also stipulate the compensation for this.

2.1.7. Extra Charges

If an event extends past midnight, 10% of the one-day rental price per room must be paid for each hour begun.

2.2. Remaining Provisions Services

2.2.1. Catering

CKI must be notified of the selection of foods and beverages three weeks prior to the event at the latest. Otherwise the offer and the quality cannot be guaranteed. At least two weeks before the event, CKI must be notified about a trend figure for the number of participants. Three working days before the event at the latest, CKI must be notified in writing of the final number of participants, for which a guarantee shall be made. This may differ from the trend figure by a maximum of +/- 5%. The actual number of participants shall always be charged for, however, this is at least the guaranteed number.

CKI shall guarantee a faultless quality of the food and beverages only if it is possible to serve at the time agreed or the event organiser gives notification of any delays at least one hour in advance. In cases of delays of more than thirty minutes, CKI must be reimbursed the additional costs incurred due to this.

In the set meal price offered by CKI, service-free periods of 15 minutes per course are included in the calculation for speeches or interludes. Longer waiting periods or longer interruptions than previously planned shall be charged at the hourly rate for employees.

2.2.2. External Supply of Beverages

If the customer wishes to have its own beverages served by CKI, a marginal return which amount is to be fixed in the contract will be charged.

2.2.3. Decorations

Decorations, incl. their fastening, must consist of flame retardant material and must not damage the structural fabric of the building. Attaching and removal is the responsibility of the customer. Any decorations or lettering not removed will be removed by CKI and charged to the event organiser.

2.3. Remaining Provisions Safety / Personnel

2.3.1. Fire Authority / Safety

A fire guard is obligatory for using the stage in all rooms with changing formations. This will be provided by CKI and is to be paid according to the price list in addition to the rent for the event room. CKI must be notified in advance about the use of artificial fog because the fire alarm system has to be switched off and a fire guard employed at the expense of the event organiser. The event organiser shall be charged for any costs arising due to false alarms raised with the fire brigade due to failure to present this notification. Pyrotechnical

performances are not allowed. The emergency exits must be kept clear at all times. Instructions by CKI's safety supervisor or the fire guard must be followed in any event.

2.3.2. Permits

The event organiser itself shall be responsible for obtaining any permits that might be required, such as permits for travelling vendors, raffles, lotteries, discos, etc. These must be presented to the CKI's management on request before the event begins.

2.3.3. Liability

CKI shall not be liable for any loss of or damage to items brought along by the event organiser, its partners, sub-contractors, guests or visitors. Taking out relevant insurances is the responsibility of the event organiser.

CKI cannot be made liable for any damage incurred by the event organiser if the premises rented cannot be used through no fault of CKI (such as in case of natural hazard).

Even if not at fault, the event organiser shall be liable to CKI for all damage to the premises or furniture arising during an event.

CKI shall assume no liability for unguarded clothes, either for employees or assistants of the event organiser or for visitors or guests.

2.3.4. Personnel Security

Without reciprocal written agreements the event organiser itself shall be responsible for the security of his staff and his visitors / guests.

2.3.5. Technical Equipment

From the moment such is handed over until it is returned, the event organiser shall assume liability for all technical equipment, such as headphones, microphones, etc.

2.3.6. House Rules

On the premises of CKI, the regulations of the applicable house rules must be observed at all times.

3. Provisions DESTINATION

3.1. *Special Provisions*

3.1.1. Deposit payments

CKI requires deposit payments amounting to the total anticipated event costs by a specific date. Deposit payments not made despite reminders entitle CKI to refuse the services or to withdraw from the contract and to claim the damage suffered. The number of participants reported at the time of withdrawal from the contract or refusal to provide services shall be taken as the basis. Any resulting cancellation costs will be charged to the customer.

3.1.2. Changes of the Contract / Changes at Short Notice

The customer must pay any additional costs caused by the later start or postponement of the event.

If any changes of the agreed services are requested five days or less before the event, CKI shall be entitled to remuneration for the time spent at the employee hourly rate and for any other costs arising from this.

3.1.3. Guarantee number (seminars & banquets)

At least two weeks before the event, CKI must be notified about a trend figure for the number of participants. Three working days before the event at the latest, CKI must be notified in writing of the final number of participants, for which a guarantee shall be made. This may differ from the trend figure by a maximum of +/- 5%. The actual number of participants shall always be charged for, however, this is at least the guaranteed number.

In order to ensure that the event runs smoothly, CKI must be consulted if the number of persons is exceeded. In the event of exceeding the number of participants, the actual number of participants will be taken as a basis for the settlement.

3.1.4. Cancellation Conditions

The exact cancellation conditions can be found in the appropriate paragraphs. If a definitely booked event (i.e. confirmed in writing) is cancelled after conclusion of the contract, the customer will be charged a handling fee in addition to the cancellation fees.

3.1.5. Examination of means of communication

In order to ensure that the events run smoothly, all communication materials in which CKI is mentioned (such as invitations to participants and programme booklets) must be submitted to CKI as "good to print". In the event of incorrectly conveyed information, CKI shall be reimbursed for the additional costs incurred.

3.2. *Remaining Provisions Lodging*

3.2.1. Lodging

CKI takes over the reservation and administration of the hotel contingents in the brokered hotels in the name of and for the exclusive account and risk of its customers.

3.2.2. Liability

Should the booked hotels not be able to provide the reserved rooms for any reason, CKI declines all liability. The hotels shall be obliged to organise accommodation of the same quality.

3.2.3. Guaranteed Hotel Contingents

CKI shall obtain room allotments in the desired hotel categories for its guests, speakers or employees. Reservations are made by CKI after order placement by the customer. Payment will be made by the customer after the event.

3.2.4. Cancellation Conditions guaranteed Hotel Contingent

3 months before the event - Until this time the customer may still cancel up to 100% of the total room reservations (reservation status according to the contract as well as additional reservations) per hotel without costs.

2 months before the event - Until this time the customer may still cancel up to 20% of the total room reservations (reservation status according to the contract as well as additional reservations) per hotel without costs. Additional cancellations will be charged at 50% of the reserved arrangements. The entire reserved duration of stay is decisive.

1 month before the event - Until this time the customer may still cancel up to a maximum of 10% of the total room reservations (reservation status according to the contract as well as additional reservations) per hotel without costs. Additional cancellations will be charged at 50% of the reserved arrangements. The entire reserved duration of stay is decisive.

14 days before the event - Until this time the customer may still cancel up to a maximum of 5% of the total room reservations (reservation status according to the contract as well as additional reservations) per hotel without costs. Additional cancellations will be charged at 100% of the reserved arrangements. The entire reserved duration of stay is decisive.

13 to 0 days before the event - Cancellations received less than 14 days before the start of the event will be charged at 100%. For "no-shows" (non-appearance of guests) cancellation charges will be levied in the amount of the accommodation booked. If one of the dates is a Saturday, Sunday or public holiday, the last working day shall apply.

3.2.5. Individual Hotel Contingents

CKI shall obtain room allotments in the desired hotel categories for the customer. Participants register online for a hotel reservation and pay the costs directly on site at the hotel.

3.2.6. Cancellation Conditions individual Hotel Contingent

Until 5 days before the event - The participant shall contact CKI for general changes and cancellations up to 5 days before the event. These changes and cancellations are free of cost. If the 5th day before the event is a Saturday, Sunday or public holiday, the last working day shall apply.

4 up to 0 days before the event - during this period, changes and cancellations must be communicated directly to the hotel. The hotel shall be entitled to charge cancellation fees in the amount of the booked services in the event of cancellations, changes to the arrival or departure date or non-appearance of the participant.

3.2.7. Liability online Booking System

No responsibility is accepted for the possible deterioration of the information as a result of technical errors (incorrect transmission, technical defects, system interruptions, unauthorised access by third parties, incorrect information, etc.).

3.2.8. Cancellation Conditions Seminars and Conferences

3 months before the event - Until this time the customer may still cancel up to a maximum of 70% of the entire reservations (reservation status according to the contract and additional reservations) without costs.

2 months before the event - Until this time the customer may still cancel up to a maximum of 40% of the entire reservations (reservation status according to the contract and additional reservations) without costs.

1 month before the event - Until this time the customer may still cancel up to a maximum of 30% of the entire reservations (reservation status according to the contract and additional reservations) without costs.

14 days before the event - Cancellations received less than 14 days before the start of the event and which deviate by more than 5% from the trend number will be charged at 100%. For "no-shows" (non-appearance of guests) cancellation charges will be levied in the amount of the accommodation booked.

If one of the dates is a Saturday, Sunday or public holiday, the last working day shall apply. Above percentages refer to the total booked and reserved services.

3.3. Remaining Provisions Social Programmes

3.3.1. Social Programmes

Social programmes and activities are organised by various partners on behalf of CKI. The conditions of participation of the respective service providers apply.

3.3.2. Cancellation Conditions Social Programmes

60 to 14 days before the event 50% of the order amount

13 to 0 days before the event 100% of the order amount

3.3.3. Liability

CKI shall be liable exclusively for the correct selection and instruction of the third party contractors (Art. 399 subsection 2 CO), whereby liability for slight negligence is excluded. The third party contractors shall be liable to all parties involved in accordance with their own liability provisions.

3.3.4. Fair Weather and Bad Weather Variants

In the case of fair weather and bad weather variants, the corresponding decision must be made 48 hours before the event, in accordance with the contract.

3.3.5. Flights/Cable Cars/Ship Travel/Artists

Helicopter flights, cable car rides, boat trips and artists events are organised by various partners on behalf of CKI. The terms and conditions of the respective service providers shall apply to all provisions that are not governed by the General Terms and Conditions of CKI.

3.3.6. Reservation

Subject to feasibility due to weather conditions.

3.3.7. Insurance of the Participants

Participants are not insured by CKI, they are independently responsible for sufficient health and accident insurance.

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