

General Terms and Conditions Grand Resort Bad Ragaz AG

Part 1: General Provisions

1. Scope, Limitations, and Structure of these GTC

- 1.1 These General Terms and Conditions (GTC) apply to all services provided by Grand Resort Bad Ragaz AG (hereinafter referred to as "GRBR AG"). In particular, they apply to the provision of hotel rooms ("Accommodation Services") and/or the provision of conference or banquet facilities ("Event Services"), for all related deliveries and services, as well as for culinary offerings ("Catering Services"), wellness offerings ("Spa Services") and golf services to Customers (hereinafter referred to as either "Guest", "Organizer" or "Customer").
- 1.2 For certain services provided by GRBR AG, in particular services provided by Tamina Health Center, GRBR AG may issue special GTC, which are agreed with the Customer when the services of the relevant service unit are used. Regarding the services of such service units, the provisions of these special GTC shall take precedence.
- 1.3 The Tamina Therme and Casino Bad Ragaz are located on the premises of the Grand Resort Bad Ragaz and are managed by separate legal entities. The respective GTC apply to the services of Tamina Therme AG and Casino Bad Ragaz AG.
- 1.4 The general provisions of the first part of the GTC apply to all services provided by GRBR AG. For Accommodation Services, the provisions in part 2 also apply, and for Event Services and Group Bookings, the provisions in part 3 of these GTC also apply. In the event of conflicts between individual provisions of these GTC, the applicable special provisions in part 2 or part 3 take precedence over the general provisions in part 1.
- 1.5 All offers made by GRBR AG are based on the currently valid GTC of GRBR AG. These GTC form an integral part of every contract with GRBR AG. GRBR AG reserves the right to make changes to the GTC at any time. The current version is published on the GRBR AG website and applies to transactions within the scope of these GTC that take place from the date of publication. By using the services of GRBR AG, the Customer accepts the current terms and conditions.
- 1.6 Individual changes to these GTC require an express written agreement between GRBR AG and the Customer. This also applies to the waiver of the written form requirement. If these GTC contradict any contractual terms and conditions of the Customer, these GTC shall take precedence. Any deviating contractual terms and conditions of the Customer must be expressly accepted in writing by GRBR AG.
- 1.7 The masculine form used herein also includes the feminine form of the respective term.
- 1.8 The contract language is German. GRBR AG provides a translation of these GTC in English. In the event of conflicts between the two language versions, the German text shall prevail.
- 1.9 The currently valid GTC can be accessed, saved, and printed at www.resortragaz.ch/en/t-c. Alternatively, a copy of these GTC can be requested at the reception desk.

2. Offer, Conclusion of the Contract, and Contracting Parties

- 2.1 The presentation of services by GRBR AG does not constitute a legally binding offer, but rather an invitation to book or place an order.

- 2.2 Following the reservation by the Customer, the Customer will receive a reservation confirmation in writing (by email or letter) from GRBR AG. Unless otherwise agreed, the contract between GRBR AG and the Customer is only concluded with this reservation confirmation from GRBR AG to the Customer.
- 2.3 A Customer is an "Organizer" if they (i) hold events on the premises of GRBR AG or (ii) make group bookings for 10 or more people.
- 2.4 A Customer is a "Guest" if they are not an Organizer.
- 2.5 If a third party has acted on behalf of the Customer, the Customer shall be jointly and severally liable with the third party as joint and several debtors for all obligations arising from or in connection with the services provided by GRBR AG.

3. Services, Prices, Costs, and Payments

- 3.1 GRBR AG undertakes to provide the services ordered or reserved by the Customer and confirmed by GRBR AG in writing (by email or letter). The Customer is obliged to pay GRBR AG the agreed fee for the booked services and any other services used by them. This also applies to services and costs incurred by third parties at the Customer's request. This also includes free use of the thermal spa (excluding the private spa) and access to the Tamina Therme (excluding the sauna) after checking into the hotel room and before checking out. Access to the Helenabad is permitted for minors aged 16 and over.
- 3.2 All prices are in Swiss francs (CHF) and include statutory value added tax (VAT). The room prices quoted do not include the cantonal visitor's tax applicable at the time of the stay. GRBR AG expressly reserves the right to change or adjust prices.
- 3.3 The Customer can choose between the following payment methods: credit or debit card, bank transfer, or cash payment in Swiss francs, euros, British pounds, or US dollars. Payments in British pounds and US dollars will be converted at the daily exchange rate set by GRBR AG. However, the "bank transfer" payment method is only applicable for payments that are due before the stay.
- 3.4 During the stay, the Customer will receive a weekly interim invoice for the services rendered up to that point. The final invoice is payable upon departure at the latest.
- 3.5 GRBR AG reserves the right to limit the duration of services offered by it without consideration (e.g., free of charge, not as compensation for a service that has not been provided or for a service that has been provided). There is no entitlement to such services without consideration by GRBR AG. If a voucher is issued for such services without consideration, the offer to provide the services is only valid during the period of validity printed on the voucher.
- 3.6 Unless GRBR AG requires a deposit or advance payment, which will be deducted from the invoice amount by GRBR AG, the Customer must pay the full invoice amount by departure at the latest using a payment method in accordance with number 3.3. If the Customer pays by debit or with credit card, the card details will be transmitted to GRBR AG as part of the payment process. After proof of legitimacy as the rightful cardholder, GRBR AG will request the card company to initiate the payment transaction immediately after the payment process has been initiated. The payment transaction is carried out automatically by the card company and the card is charged. In the event of default, GRBR AG is entitled to charge interest at a rate of 5% p.a. from the first day of default and to charge the Customer for any collection and debt collection costs.
- 3.7 If a deposit or advance payment for future services has been agreed, the invoice amount is due in accordance with the terms stated in the invoice. In the event of default on payment, GRBR AG reserves the right to cancel the booking at any time without prior notice and to withdraw from the contract. GRBR AG expressly reserves the right to revise prices after an

unused, expired payment deadline and to conclude a new contract with the Customer for the service.

- 3.8 By providing their credit card number and expiry date, the Customer guarantees their confirmed booking. Credit card guarantees are processed electronically by GRBR AG and do not require written confirmation from the Customer. As an alternative guarantee for the reservation, the Customer also has the option of making an advance payment to the account IBAN No. CH36 0070 0110 0022 6617 4 / BC 700 / SWIFT address (BIC): ZKBKCHZZ80A at Zürcher Kantonalbank, CH-8010 Zurich, with reference to the booked stay. The advance payment will be credited in full to the bill on departure.
- 3.9 All room reservations are subject to various rate conditions and included services, which must be consumed during the Customer's stay in accordance with the original booking confirmations. If such services included in the rate program are not consumed during the Guest's stay in accordance with the original booking confirmation, these included services will not be credited or refunded for further stays. The included services that are not used or consumed during the stay will expire.
- 3.10 GRBR AG can arrange services between Customers and internal service units (restaurants, thermal spa, Tamina Health Center, golf, etc.) as well as with external service providers on the premises of the Grand Resort Bad Ragaz (Tamina Therme AG, Casino Bad Ragaz AG) and book these services for Customers. The Customer is responsible for any cancellations of these arranged or booked services in accordance with the applicable cancellation conditions.
- 3.11 GRBR AG can arrange service purchases between the Customer and external service providers. For this intermediary activity and the resulting extra costs incurred by GRBR AG, the Customer may be charged a commission of up to 15% **on** the external service price. GRBR AG shall inform the Customer in an appropriate manner about the applicable surcharge for the service. In the event of advance payment by GRBR AG on behalf of the Customer to an external third-party service provider, all costs incurred by GRBR AG shall be reimbursed in full by the Customer.
- 3.12 If GRBR AG incurs additional expenses for the disposal of waste caused by the Customer or a third-party service provider commissioned by the Customer, GRBR AG reserves the right to charge the costs to the Customer as follows:

Disposal	Unit	CHF per Unit
Household Waste	Kilo	3.5
Bulky Waste	Piece	20
Glossy Magazines	Kilo	3.5
Cardboard	Kilo	3.5
ISS Documents	Piece	0.5
Glass / Porcelain	Piece	2
Scrap Metal	Piece	5
E-waste	Piece	10
Garden Waste	Kilo	10
Batteries	Piece	0.5

- 3.13 GRBR AG reserves the right to charge the Customer for any delivery costs, customs duties, postage, or similar costs incurred by GRBR AG and caused by the Customer or a third-party service provider commissioned by the Customer.

4. Ordering of Goods

- 4.1 Products from the online shop in faultless, saleable, and unopened condition will be taken back within 10 days (date of invoice) against credit note.
- 4.2 In the event of manufacturing defects and incorrect deliveries of products, the items in question will be exchanged for a flawless or correct copy, provided that the Customer has checked and returned the product within 10 days of receipt. For returns, the Customer number, invoice number, and reason for the return must be stated. Returns are made at the Customer's own liability and expense.

5. Vouchers

- 5.1 GRBR AG may offer vouchers for purchase in exchange for payment, which entitles the holder to receive the value described on the voucher for the service unit of GRBR AG described on the voucher. Vouchers may be offered for the following services provided by GRBR AG:
- Accommodation voucher (Grand Hotel Quellenhof & Spa Suites, Grand Hotel Hof Ragaz)
 - Meal voucher (IGNIV by Andreas Caminada, Memories, verve by sven, verve by sven Bar, Zollstube, Namun, Olives d'Or, gladys, Golf Bistro, Café Therme, Hof Bar, Sushi Takeaway KOiSO, Salon Davidoff, Golden Wave Bar)
 - Wellness voucher (Thermal Spa, Hair Spa)
 - Green fee voucher (Golf Club Bad Ragaz, Golf Club Heidiland)
 - Voucher for the Tamina Health Center
 - Tamina Gorge
 - Shopping voucher (GRBR retail shops)
 - Combined vouchers (combination of the above-mentioned services)

If an offer is no longer available during the validity period of a voucher, GRBR AG is entitled to provide the value of the voucher through a similar offer.

- 5.2 The voucher will be delivered by mail to the delivery address provided by the Customer after payment has been made. The shipping costs will be displayed to the Customer on the order page before the order is completed. For deliveries abroad, the Customer is responsible for any additional taxes and customs duties.

The voucher will be delivered by "Collection at the Grand Resort" to the premises of GRBR AG after payment has been made.

The voucher will be delivered by GRBR AG to the Customer as a PDF document in the "Print@Home" option. The Customer is responsible for ensuring that the necessary requirements for downloading, reading, and, if desired, printing the voucher are met. The Customer shall take the necessary precautions to prevent unauthorized use or misuse.

- 5.3 Purchased vouchers may not be passed on via the Internet or other networks, nor may they be used for commercial purposes. Printed vouchers must be stored in such a way that all information on the voucher, particularly the voucher number, remains clearly legible. GRBR AG accepts no liability for damage incurred by the Customer because of use or misuse by unauthorized persons or due to illegible vouchers.
- 5.4 Vouchers are valid from the date of validity of the voucher (corresponding to the date of the electronic confirmation from GRBR AG) after full payment has been made. Considering the statutory limitation periods, the validity period of the vouchers depends on the respective voucher type:

- Accommodation voucher: 10 years from the date of the voucher
- Meal voucher: 5 years from the date of the voucher
- Wellness voucher: 10 years from the date of the voucher
- Green fee voucher: 5 years from the date of the voucher
- Voucher for the Tamina Health Center: 5 years from the date of the voucher
- Tamina Gorge: 10 years from the date of the voucher
- Purchase voucher: 5 years from the date of the voucher
- Combined vouchers: Duration of the longest consideration

5.5 Vouchers will be taken back by GRBR AG within 10 days of the date of issue in exchange for a credit note.

6. House Rules; Compliance with Instructions, Attachment of Decorative Material

6.1 The house rules published in the various areas of GRBR AG form an integral part of these GTC. They are published in the respective area in their currently valid version.

6.2 Instructions from GRBR AG and its employees must be followed.

6.3 The attachment of decorative materials and/or other objects to walls, doors, and ceilings on the premises of GRBR AG always requires the prior consent of GRBR AG. The Customer is fully liable for all damage caused to GRBR AG using decorative materials and/or other objects.

6.4 Due to applicable laws for the protection of non-smokers in the canton of St. Gallen, the resort is largely smoke-free in its indoor areas. In the hotel area, smoking is only permitted in the Davidoff Salon, and in the clubhouse of the 18-hole golf course, smoking is only permitted in the smoking lounge. Smoking is permitted on terraces, by the garden pool, and on the balconies of the rooms.

6.5 The promotion of an event with reference to its being held on the premises of GRBR AG requires the prior written consent of GRBR AG.

6.6 Catering by the Customer or by third parties on the premises of GRBR AG is prohibited unless the management of GRBR AG has given its prior written consent.

7. Contractual Use

7.1 The Customer undertakes to use the premises booked and used by him/her with care. The premises may not be used by more people than the capacity of the respective room or event space. The maximum numbers specified by GRBR AG are binding. In the event of a violation, GRBR AG accepts no liability.

7.2 The Customer undertakes to inspect the premises booked and used by them upon arrival or before use. Any defects upon arrival or damage occurring during the stay or use must be reported to GRBR AG immediately.

7.3 The Customer is liable for damage to the premises or equipment after moving in or taking over, regardless of whether they caused it themselves or whether it was caused by their employees, agents, Guests, or pets. The Customer is also liable for the loss of income from the premises at the full rate. Missing inventory is considered to have been purchased by the Customer. The Customer will be billed for any damage and/or additional cleaning costs, loss of income, or missing inventory. GRBR AG is entitled to charge the corresponding costs to the Customer's credit card.

- 7.4 GRBR AG will document all damage or contamination caused by the Customer within 48 hours of departure or after the end of the event and will send this documentation to the Customer or their insurance company by email upon request.

8. Cancellation Policy

- 8.1 Customers may withdraw from the contract in accordance with these cancellation provisions. The price stated in the reservation confirmation (including VAT) shall be decisive for the calculation of the cancellation costs.
- 8.2 Cancellations and changes must be sent in writing to reservation@resortragaz.ch or by letter to the postal address. The following cancellation conditions apply to the cancellation of bookings as well as to unannounced no-shows and early departures.
- 8.3 For cancellations of individual hotel room bookings (up to a total of 9 rooms), the provisions of part 2, number 19.1 apply.
- 8.4 Cancellations for the provision of conference or banquet facilities and group bookings of 10 or more persons as defined in number 20.1 are subject to the provisions of number 27.
- 8.5 Unless otherwise agreed at the time of booking, cancellations for individual services booked at the Thermal Spa, Hair Spa, table reservations in the restaurants, and tee times on one of the two golf courses must be made at least 24 hours before the booked date at GRBR AG. If a cancellation is received less than 24 hours before the booked appointment, GRBR AG reserves the right to charge the Customer for the full amount of the booked service.
- 8.6 Unless otherwise agreed when booking service packages at the Thermal Spa or Hair Spa, these can be canceled free of charge up to 7 days before the start of the program. Cancellations received by GRBR AG less than 7 days before the start of the program will be charged to the Customer at 50% of the package price.
- 8.7 Instead of a cancellation, booked services can be used by a replacement person sent by the Customer. The replacement person must be reported to GRBR AG in advance.

9. Wi-Fi Use

- 9.1 GRBR AG provides its Guests with free internet access via a public Wi-Fi network. To protect the privacy of Guests, no personal data is logged. The log data generated by using the Wi-Fi network will be utilized exclusively to solve technical problems and is deleted regularly.
- 9.2 The GRBR AG Guest Wi-Fi is isolated, meaning that the data traffic of other Guests cannot be viewed or accessed. Communication encryption (e.g., using https:// or a trusted VPN provider) is recommended. GRBR AG does not provide firewalls or programs to defend against malicious computer programs. Guests must independently protect access to their own important or personal data. Guests should not open unknown files.
- 9.3 When using Wi-Fi, GRBR AG requires compliance with applicable law. The Customer may not use GRBR AG's Wi-Fi to receive or make available to others any illegal content (including content that violates the European Convention on Human Rights (ECHR) or discriminatory content pursuant to Art. 8 Sec. 2 and 3 of the Federal Constitution). Guests may not interfere with or negatively impact GRBR AG's Wi-Fi (e.g., through overuse or other disruptions). In the event of violations, GRBR AG expressly reserves the right to deactivate the Wi-Fi and/or expel the offending Guests from GRBR AG's premises.
- 9.4 GRBR AG does not guarantee the functionality or a minimum data transfer rate of the Wi-Fi network. GRBR AG accepts no liability in connection with the use of Wi-Fi network, a lack of availability of the Wi-Fi network, or for offenses committed by other users of the Wi-Fi network.

10. Intellectual Property Rights and Recordings on the Premises of GRBR AG

- 10.1 All rights of GRBR AG, namely logos, trademarks, hotel and company names, as well as the external appearance of GRBR AG facilities, are the sole property of GRBR AG. If Customers and their Guests take photos, videos, audio and/or visual recordings of any kind during their stay on the premises or in the buildings of GRBR AG, these may only be used for their own private use. In doing so, the personal rights of other persons who are also on the premises or in the buildings (e.g. other Customers, visitors or employees of GRBR AG) must be respected. Such people may only be recorded if they give their prior consent to the recordings. The art on the premises of GRBR AG is protected by copyright. Recordings of art may only be used for personal use. The use of recordings for other purposes requires the consent of the respective copyright holder.
- 10.2 The use of recordings for commercial purposes is prohibited and requires the prior written consent of GRBR AG. Commercial purposes include anything that is not exclusively for personal use (for example, recordings of brand ambassadors or social media influencers who receive direct or indirect compensation for their activities are also considered commercial). Photography and filming in connection with events at GRBR AG are generally permitted in the rented rooms. If recordings are desired in public areas, GRBR AG must approve this in advance. All requests must be sent to the following email address, stating the name of the person publishing the material (client), the specific purpose of use (product/service to be marketed, publication medium), the labels/images to be used, and any other relevant information: presse@resortragaz.ch .

11. Data Protection

- 11.1 The collection and processing of personal data by GRBR AG is explained in the privacy policy. This forms an integral part of these GTC and the Customer declares that they have taken note of it and agree to it. The privacy policy is available at: [Data protection statement | Grand Resort Bad Ragaz Group](#)

12. Liability and Damages

- 12.1 The Customer is liable to GRBR AG for all damages, losses, or other disadvantages caused by themselves, their employees, agents, Guests, or other third parties in connection with their stay, booking, or event.
- 12.2 If GRBR AG incurs a loss due to non-use of booked services in breach of contract (e.g., late cancellation, no-show, late arrival, early departure), the Customer shall bear the loss.
- 12.3 The Customer is obliged to maintain peace and order and to comply with applicable legal requirements. They shall indemnify GRBR AG against all civil and public law claims by third parties (including authorities, event participants, Guests, employees, or contracting parties of the Customer) in connection with their event or stay and shall bear any legal and court costs.
- 12.4 The liability of GRBR AG is excluded to the extent permitted by law. GRBR AG is not liable for minor or moderate negligence, auxiliary persons or substitutes employed, loss of profit or other direct and indirect damages (including pure financial losses). Liability shall only apply in the event of intentional or grossly negligent damage caused by GRBR AG.
- 12.5 GRBR AG accepts no liability whatsoever for the mediation or processing of services provided by external service providers or suppliers (e.g. within the scope of the concierge service or advances paid by GRBR AG to external service providers), namely for the correctness of invoices or the proper provision of services. Contractual relationships exist exclusively between the Customer and the respective third party. Claims must be asserted directly against the third party.

- 12.6 GRBR AG accepts no liability for theft or damage to items brought onto the premises by the Customer, their employees, agents, or Guests. The insurance of such items is the sole responsibility of the Customer. GRBR AG is entitled to demand proof of adequate insurance and to withhold its services until such proof is provided. Use of the two golf courses, including all practice and playing areas, is at your own risk and GRBR AG excludes any liability for damage incurred. GRBR AG also accepts no liability for damage caused on the golf courses or in the immediate vicinity by the behavior of other Guests or third parties.
- 12.7 Messages, mail, and parcels sent to the Customer will be handled with due care. GRBR AG will arrange for delivery, storage, and – if expressly requested – forwarding for a fee. Liability is excluded for incorrect delivery, loss, or damage.

13. Withdrawal from the Contract and Force Majeure

- 13.1 GRBR AG is entitled to withdraw from the contract with the Customer without compensation if there are good reasons for acceptance that the Customer's stay or event could jeopardize the smooth running of the business, the safety or reputation of GRBR AG, or violate the provisions of these GTC. GRBR AG expressly reserves the right to claim damages from the Customer.
- 13.2 If a party is affected by force majeure, it shall be released from its contractual obligations for the duration of the event without the other party being entitled to claim damages. Withdrawal from the contract is permissible for parts of the contract that have not yet been fulfilled. Services already rendered or expenses incurred up to the time of withdrawal shall be reimbursed by the other party.
- 13.3 An event of force majeure is defined as serious, unforeseeable, and unavoidable circumstances beyond the control of the affected party that make it impossible or significantly more difficult to fulfill the contract. These include explosions, natural disasters (e.g., floods, earthquakes), war, acts of war, epidemics, pandemics, embargoes, or government restrictions (e.g., restrictions on freedom of movement or economic activities). Strikes, work stoppages, the failure of means of transport, or illness of the Guest are not considered events of force majeure.
- 13.4 The party invoking force majeure must inform the other party immediately of the occurrence and termination of the event. It is obliged to take all reasonable measures to fulfill the contract despite the event, if possible.

14. Legal Domicile in Switzerland

- 14.1 Customers who are resident abroad or who have no fixed or known place of residence hereby declare that they submit to debt enforcement proceedings in Switzerland pursuant to Art. 50 para. 2 of the Federal Act on Debt Collection and Bankruptcy. They choose the municipality of Bad Ragaz as a special domicile in favor of GRBR AG for the fulfillment of all obligations arising from or in connection with the contractual relationship with GRBR AG.

15. Severability Clause

- 15.1 Should provisions of these GTC be invalid in whole or in part, they shall be replaced by equivalent but effective provisions that come closest to the economic value of the invalid provisions. The validity of the remaining provisions shall not be affected.

16. Applicable Law and Place of Jurisdiction

- 16.1 The contractual relationship with the Customer is governed exclusively by Swiss law (excluding the conflict of law rules of private international law and the Vienna Sales Convention). The place of performance and exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is the municipality of Bad Ragaz.

Part 2: Additional Provisions for Accommodation Services

17. Check-in and Check-out for Hotel Rooms and Suites

- 17.1 The hotel room or suite can be occupied from 3:00 p.m. on the day of arrival (check-in). The room must be vacated by 12:00 p.m. on the day of departure (check-out). For group reservations of 10 rooms or more, the check-out time is 11:00 a.m., unless otherwise agreed.
- 17.2 If the Guest checks out after 12:00 p.m. on the day of departure without the prior approval of GRBR AG, GRBR AG will charge 50% of the room rate applicable to the corresponding room type to the Guest's bill for check-out before 6:00 p.m. and 100% for check-out after 6:00 p.m.

18. Changes of Booking by GRBR AG

- 18.1 If unexpected circumstances make it impossible to provide the hotel rooms booked in advance, GRBR AG is obliged to arrange accommodation in a hotel of a similar category and comparable quality. This obligation does not apply to circumstances covered by the provisions on force majeure (see part 1, number 13). GRBR AG shall bear all costs associated with the reorganization, such as transport from GRBR AG to the alternative hotel. Beyond this, GRBR AG shall not bear any further costs, but shall bear the difference in price between the booked room rate and that of the alternative accommodation. The Customer must therefore pay the room rate to GRBR AG as agreed. If the room rate for the alternative accommodation is lower than that for the room booked with GRBR AG, the Customer shall pay the lower room rate for the alternative accommodation.

19. Cancellations by Guests

- 19.1 Individual hotel room bookings (up to a total of 9 rooms) can be canceled free of charge up to the date noted on the respective reservation confirmation. For cancellations made later, GRBR AG will charge 100% of the total booked stay.

Part 3: Additional Provisions for Event Services

20. Applicability of Part 3

- 20.1 The provisions of this part 3 apply to the provision of conference or banquet facilities ("Event Services").

The provisions of this part 3 also apply to Group Bookings as defined below ("Group Bookings").

- a. Reservations or bookings of 10 or more rooms for the same arrival and departure dates and/or under the same name and/or by the same Customer.
- b. Reservations or bookings of 10 or more treatments or reservations in the same area of the business and/or under the same name and/or by the same Customer on the same day.
- c. Table reservations for 10 or more people at the same time, in the same restaurant and/or under the same name and/or from the same Customer.

21. Acceptance Period

- 21.1 Unless otherwise stated in the offer, an offer period of two (2) weeks from receipt of the first offer by the Organizer applies.
- 21.2 If no binding reservation is made by the Organizer and no reservation confirmation is received from GRBR AG by the end of the offer period, the offer shall automatically expire, and the pre-reservation shall be canceled without further notice. After the acceptance period has expired, GRBR AG shall be free to dispose of the premises or services in question as it sees fit.

22. Prices

- 22.1 Up to 90 days before the start of the event, a deposit of 100% of the total price of the predefined services (accommodation, room rental, minimum consumption, daily flat rate) must be paid. The remaining amount will be invoiced after the event with a payment deadline of 30 days.
- 22.2 If GRBR AG's services are used for events after midnight, a night surcharge will be charged for each hour or part thereof based on the following list:

Employees:

Head of service	CHF 75.- per hour
Head barman	CHF 75.- per hour
Waiter/waitress	CHF 65.- per hour
Cook	CHF 65.- per hour

The Customer is not entitled to services outside the published opening hours.

- 22.3 GRBR AG may act as an intermediary between the Organizer and external service providers for the purchase of services. For this intermediary activity and the resulting additional costs for GRBR AG, the Organizer may be charged up to 15% of the external service price. GRBR AG shall inform the Organizer in an appropriate manner of the applicable surcharge for the service. In all other respects, the provisions of part 1 shall apply.
- 22.4 Services ordered by the Customer and provided in advance by GRBR AG must be fully reimbursed by the Customer in all cases, unless the service provided has already been used by the Customer.

23. Use of Space and Approval

- 23.1 GRBR AG reserves the right to make changes to rooms. Any subletting or re-letting of rooms or areas by the Organizer requires the prior written consent of GRBR AG.
- 23.2 Unless otherwise stipulated in the contract, the Organizer must obtain any necessary permits themselves and at their own expense. Copyright fees in connection with musical performances must be registered and paid by the Organizer themselves.

24. Number of Participants and Notification Requirement

- 24.1 For reservations that include food and beverage services, among other things, the Organizer undertakes to notify and confirm the final number of participants to GRBR AG no later than 10 calendar days before the date of the event.
- 24.2 If the actual number of participants exceeds the number of participants reported, GRBR AG will charge for the actual number of participants.
- 24.3 Up to a 5% negative deviation from the confirmed number of participants will be charged based on the actual number of participants. If the actual number of participants is more than

5% lower than the originally reported and confirmed number of participants, the original number of participants minus 5% of the original number of participants will be used as the basis for the set-off.

- 24.4 In the event of significant changes to the original number of participants, GRBR AG reserves the right to reallocate the premises for seminars and banquets.

25. Information about the Event and Ensuring Safety

- 25.1 When making a booking, the Organizer must inform GRBR AG transparently about the purpose and nature of the event. If the Organizer changes the purpose and nature of the event, GRBR AG must be informed immediately. If GRBR AG determines that the Organizer has not correctly informed GRBR AG about the purpose and nature of the event and that the event could pose a reputational risk for GRBR AG, GRBR AG is entitled to withdraw from the contract. The Organizer is liable to GRBR AG for any resulting damage.

26. Catering

- 26.1 Unless otherwise agreed in writing, the Organizer is obliged to purchase all food and beverages from GRBR AG. Otherwise, a pre-agreed tap fee will be charged.

27. Cancellations by Organizers

- 27.1 The following cancellation policy applies to events with or without hotel room bookings:

Up to 50 rooms, including seminar rooms and other services (conference package, technology, and agreed third-party services)

Up to 60 days before the start of the event	no cancellation fees
59 to 40 days before the start of the event	50% of the booked services
39 to 20 days before the start of the event	75% of the booked services
19 to 1 day before the event	100% of the booked services (additionally agreed F&B services)

From 51 to 100 rooms, including seminar rooms and other services (conference package, technology, and agreed third-party services)

Up to 90 days before the start of the event	no cancellation fees
89 to 60 days before the start of the event	50% of booked services
59 to 40 days before the start of the event	75% of the booked services
39 to 20 days before the start of the event	85% of the booked services
19 to 1 day before the event	100% of the booked services (additionally agreed F&B services)

From 101 rooms, including seminar rooms and other services (conference package, technology, and agreed third-party services)

Up to 90 days before the start of the event	no cancellation fees
89 to 60 days before the start of the event	50% of booked services
59 to 30 days before the start of the event	80% of the booked services
29 to 1 day before the event	100% of the booked services (additionally agreed F&B services)

Reserved rooms that are not occupied or only partially occupied by participants during the event will be charged the Organizer at 100% of the agreed price.

Additional participants who do not occupy a hotel room during the event can be registered and deregistered free of charge up to 10 days before the start of the event. Changes after the 10-day period will be charged at 100% of the booked services.

27.2 Cancellation policy for events with restaurant bookings only

- Up to 20 people
 - up to 14 days before the start of the event no cancellation fees
 - 13 to 1 day before the start of the event 100% of the booked services
- 21 to 50 people
 - up to 21 days before the start of the event No cancellation fees
 - 20 to 1 day before the start of the event 100% of the booked services
- From 51 people
 - up to 30 days before the start of the event No cancellation fees
 - 29 to 1 day before the start of the event 100% of the booked services
- Exclusive use of the Restaurants
 - no cancellation fees up to 60 days before the start of the event
 - 59 to 30 days before the start of the event 50% of the booked services
 - 29 to 1 day before the start of the event 100% of the booked services

28. Cancellation Policy for Golf course Services

28.1 For the use of golf facilities in groups of more than 48 participants, a tournament agreement must be concluded with the event organization Golf & Sports of GRBR AG, which contains detailed cancellation conditions.

28.2 Groups of up to 48 participants who have not concluded a tournament agreement with the event organization Golf & Sports of GRBR AG can perform cancellation free of charge up to 21 calendar days before the reserved date. If cancellation occurs less than 21 calendar days before the reserved date, the full price for the booked services (green fees, golf lessons) will be charged.