

## General Terms and Conditions (GTC) for the use of the CMFG ARENA

### Art. 1 - Scope of application

The following general terms and conditions govern the contractual relationship between the User and GEMMALUX SA, the legal representative of CMFG ARENA. By accessing and using the services of GEMMALUX SA, the user accepts the terms and conditions set out herein.

### Art. 2 - Service Agreement

1. The Service Agreement means the agreement between the User and GEMMALUX SA for the use of one more of the offered services.
2. The contract is deemed to be entered into at the time of booking or purchasing the services, unless otherwise specified. Bookings may be made online, by telephone or in person at the CMFG ARENA.
3. The booking is considered final and binding upon receipt of the booking confirmation. The User is required to verify the accuracy of the contract and to report any discrepancies in writing within 5 (five) days.
4. No refunds shall be granted for failure to use one or more services due to reasons or causes attributable to the User.

### Art. 3 - Data Protection

1. In providing its services, GEMMALUX SA discloses the aforementioned personal data of Users to the following categories of recipients:
  - Service providers (IT service providers, payment system providers, etc.)
  - Public authorities.
2. No data is passed on to third parties for advertising purposes.
3. The User has the right to access their data, correct it, and request its deletion in accordance with the Federal Act on Data Protection (FADP).

### Art. 4 - General Terms and Conditions

1. All Users access the CMFG ARENA and use its services at their own risk. GEMMALUX SA accepts no liability. Insurance is the responsibility of the User.

2. Instructions given by staff must be followed at all times. Staff are authorised to remove from the premises any Users who do not comply with the internal regulations and/or endanger their own safety or that of others.
3. The GEMMALUX SA Internal Regulations form an integral part of these General Terms and Conditions and can be consulted on the website [www.cmfgarena.ch](http://www.cmfgarena.ch).
4. GEMMALUX SA reserves the right to refuse entry or use of the services to Users who do not comply with these terms and conditions or who behave inappropriately. No refunds will be given.

### Art. 5 - Applicable rates

1. The current rates and admission fees that are published on the website [www.cmfgarena.ch](http://www.cmfgarena.ch) apply.
2. If it is proven that a User has provided false information leading to an unjustified lower rate, legal action will be taken and a fine of up to CHF 500.00 imposed; in the event of a repeat offence, the user will be banned from accessing GEMMALUX SA.
3. Holders of the Monteceneri Card benefit from the rates reserved for them. The offer cannot be combined with other promotions.

### Art. 6 - Liability

1. GEMMALUX SA shall not be liable for any direct or indirect damage that the User may suffer while using the services or infrastructure, except in cases of wilful misconduct or gross negligence.
2. Access to the sports facilities is permitted only to Users who meet the necessary physical and/or technical requirements. Access is permitted only with the correct sports equipment. It is possible to hire such equipment on site.
3. The User is responsible for the care and proper use of the facilities, equipment and materials. Any damage caused to the facilities or equipment will be charged to the User. GEMMALUX SA reserves the right to carry out spot checks throughout the premises following the User making use of the sports facilities (venues, changing rooms, etc.), spaces (conference room, training room, etc.), hostel rooms and communal areas to assess any damage and charge the User accordingly.
4. If the Users rent parts of the infrastructure and organise events themselves, they shall indemnify GEMMALUX SA against all claims for damages that may be brought by third parties in connection with the event.

5. GEMMALUX SA is not liable for the theft, loss or damage of the User's personal belongings.

#### **Art. 7 – GEMMALUX SA events and courses**

1. GEMMALUX SA organises events and courses open to individual Users or groups, making its facilities and staff available.
2. Registration for the course is binding, meaning that no places can be reserved; the course is considered booked and the registration fee must be paid.
3. Users enrolled on the course are required to report to the instructor or course leader before each session (attendance check).
4. GEMMALUX SA reserves the right to cancel an event at any time due to a lack of participants. Affected Users will be contacted to make a new booking for another course or to receive a refund in the form of a voucher. Cash payments are not permitted.

#### **Art. 8 - Hostel**

1. Check-in and check-out from the Hostel must be arranged in advance with GEMMALUX SA. Generally, check-out must take place no later than 10:00 am on the day of departure, while check-in is not permitted before 2:00 pm. Upon check-in, a valid form of identification must be presented for each User (guest registration). Users who refuse to present valid identification will not be admitted to the Hostel.
2. For groups or sports camps, a contact person must be notified to GEMMALUX SA. This person is fully responsible for all participants for the entire duration of the stay.
3. Rooms must be left clean, and bed linen must be collected at the start of the stay and returned at the end, in accordance with the instructions provided on site.
4. Each User is charged a one-off fee for the cleaning of the room and the washing of bed linen.
5. It is forbidden to make loud noise, especially during rest hours (22:00–07:00).
6. Any damage found to the property and/or items during check-out will be charged.
7. Tampering with the fire alarm system is strictly prohibited. In the event of a false alarm caused by negligence, the costs of the emergency services will be charged.

#### **Art. 9 - Cards/Badges**

1. GEMMALUX SA uses cards/badges to control access to certain areas of the premises. These are also issued to season ticket holders.
2. Users who receive a card consent to the collection of personal data by GEMMALUX SA. Users have the right to access their data, correct it, and request its deletion.
3. In the event of card/badge being lost, a fee of CHT 50.00 will be charged.

#### **Art. 10 – Use of parking spaces**

1. GEMMALUX SA car parking spaces are made available exclusively to the centre's Users. Any violations will be penalised and the costs of vehicle removal will be charged to the offenders.
2. The rates applied vary according to the duration of parking and are set out in the price list available on the website [www.cmfgarena.ch](http://www.cmfgarena.ch)
3. Booking a space, event, course or any other service at GEMMALUX SA does not entitle the User or participants to free parking or a reduction in parking charges. It is not possible to reserve parking spaces, except in the case of major events.

#### **Art. 11 - Cancellation**

GEMMALUX SA reserves the right to cancel a hire or booking by notifying the User at least 2 (two) weeks prior to the hire date due to specific events (sports grounds, special events, league matches, etc.). In such cases, the hire is cancelled and the hire costs are refunded. However, the User is not entitled to an alternative date and any form of compensation is also excluded.

#### **Art. 12 – Unforeseen events**

1. GEMMALUX SA shall not be held liable for any disruption or unforeseen circumstances caused by force majeure, such as delays resulting from traffic congestion on transport routes, natural disasters, epidemics, wars, strikes, or other unforeseeable situations that may compromise the regular provision of services or lead to the closure of GEMMALUX SA.
2. If a facility cannot be used or a service cannot be supplied owing to unforeseen circumstances caused by force majeure, the General Terms and Conditions remain valid and the rent is due. If GEMMALUX SA is unable to provide the rental space due to gross and demonstrable negligence, the User is not required to pay the rent; however, no compensation may be claimed.

**Art. 13 – Applicable Law and Jurisdiction**

For any disputes arising in connection with these General Terms and Conditions, the place of jurisdiction shall be the registered office of GEMMALUX SA. The parties agree that Swiss law shall apply. I hereby declare that I have read, understood and accepted the General Terms and Conditions in their entirety.

Place and date

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Signature

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