

Thank you for the trust and interest you have placed in us. We recommend that you carefully read these «General Contractual and Travel Conditions» (hereinafter referred to as GCTC). These GCTC apply to trips arranged by MTCH AG (hereinafter referred to as «MTCH») under the brands Hotelplan, Tourisme pour Tous and Travelhouse.

A) Package trips

1. Subject of contract

MTCH organizes trips for you. We undertake

- To organize your trip from start to finish according to the data and descriptions in the MTCH brochures and other MTCH publications (e.g. via the Internet);
- To provide you with the agreed accommodation as well as
- To provide you with all additional services we offer in conjunction with the chosen trip arrangement.

Special requests: Your booking office may only accept special requests if they are described as non-binding. Please note that our services generally apply from the airport in Switzerland, for boat trips from the port of embarkation, and for train and bus travel from the point of departure. We refer you to the respective travel programmes. In all other cases, MTCH acts only as a mediator of third-party services. (See special provisions B.)

2. Conclusion of contract and special transport regulations

2.1 Conclusion of contract

The contract between you and MTCH enters into force through the written, telephonic, personal (at your booking office), or, for online bookings, electronic acceptance of the offer by MTCH. The rights and obligations according to these GCTC and the contractual agreements become effective for you and MTCH from this point onwards. If you register further travel participants, you are responsible for their contractual obligations (in particular the payment of the travel price) as well as for your own obligations. The contractual agreements and the GCTC apply to all travel participants.

2.2 Passport, visa, vaccinations

The MTCH publications provide general guidance on passport and visa requirements (generally for Swiss citizens), as well as any health regulations that must be adhered to when entering your chosen vacation country. These details refer to the date of printing of the respective publications. However, please check before concluding the contract and before starting the trip in your own interest whether and which regulations exist for your trip, as these may change at short notice. By completing an online booking, you confirm by activating the corresponding field that you and your travel participants have the necessary and correct entry documents required for this trip or that you will obtain them in good time. The embassy of the vacation country in Switzerland will inform you regarding the entry requirements for citizens of states that are not mentioned in our information, or details can be taken from the corresponding links. MTCH cannot accept liability for refusal of entry due to unfulfilled conditions. You are responsible for compliance with the passport, visa, Customs,

foreign exchange, vaccination and health regulations and for having the necessary documents with you. Any disadvantages arising from non-compliance with these regulations will be borne by you. For vaccinations, please contact [healthytravel \(healthytravel.ch\)](http://healthytravel.ch) for information or contact your general practitioner or tropical medicine specialist. On request, we will provide you with any visas required. The costs for obtaining the visa and any processing fees will be billed to you.

2.3 Adolescents under 18 years travelling without a parent or guardian

Persons under the age of 18 are themselves responsible for compliance with the entry requirements pursuant to point 2.2. It is strongly recommended that you check with the appropriate embassy what entry requirements must be followed before booking the trip. It is also strongly recommended that you take a travel authorization with a declaration of consent from your parent or guardian. In the travel authorization, in addition to the written permission of your parents, the destination of the trip, the duration of the trip and the telephone number of your parent or guardian should be noted. In principle, the authorization should not be older than six months. If an adult is accompanying you who does not have custody of you, this should also be mentioned in the document. In addition, copies of the identity card of your parent or legal guardian must be carried. MTCH does not accept any liability if entry is refused. You are responsible for ensuring that you have the necessary documentation with you.

2.4 Animals

The carriage of pets is subject to different regulations depending on the transport company and service provider. Before concluding the contract in your own interest, check with your booking office or with the call centre for online bookings whether the carriage of pets is possible or whether the service provider allows pets. Accompanying information such as the number, type, sizes and weight of the pet(s) is required for reliable clarification. As a pet owner, however, you are responsible for obtaining the necessary certificates, health certificates, etc. as well as for renting or purchasing containers.

3. Travel prices and terms of payment

3.1 Prices

The prices for the travel services are shown in the MTCH publications. Other publications (e.g. hotel brochures and other information material not produced by us), web pages of service providers or your own enquiries to the service provider are not part of the travel contract, and we are not liable for the information contained therein. The prices quoted (where not specifically mentioned) are per person in Swiss francs. For destinations that MTCH offers only every six months, only one-week stays are usually possible on the last published departure date. The advertised prices are related to the stay, i.e., the prices of the corresponding season apply. Reservations over several price periods are calculated at the respective seasonal prices. Any incidental costs for vacation homes and apartments are to be paid on the spot and are usually paid when collecting the keys.

3.2 Booking fees / surcharges

Any booking fees and surcharges are shown in the publications for the respective destinations or offers.

3.3 Contract fee

In addition to the prices mentioned in the publications, the booking office will charge additional contract fees for reservations and handling and third-party expenses.

3.4 Terms of payment

3.4.1 Concluding the contract (booking) at the travel agency

The travel arrangements are to be paid as follows before the trip commences:

Deposit: For a definitive booking, generally a deposit of 30% of the agreed package price, but at least CHF 300, must be paid. For bookings less than 45 days before departure; for bookings of early booking and last-minute specials, scheduled flight tickets /e-tickets, entry tickets, services with 100% cancellation costs; and for bookings where the travel documents must be issued immediately, the full amount of the invoice must be paid immediately upon the definitive conclusion of the contract.

Payment of balance: The payment of balance is due 45 days before departure.

The travel documents will be handed over or delivered to you after receipt of your payment for the full amount of the invoice. The aforementioned payment dates are due dates. At the end of the payment deadline, you will fall into arrears without a further reminder. MTCH is entitled to withdraw from the contract without further notice. In addition, MTCH may refuse the travel services or retain the travel documents. Further claims for damages by MTCH are expressly reserved.

For the payment types debit and credit card, factoring as well as instalment payments, the respective General Contractual Terms and Conditions of the debt collection agencies shall apply.

3.4.2 Concluding the contract (booking) online or via a call centre

Payment is possible against invoice after a credit check, with the PostFinance card, debit and credit cards. The travel documents will be handed over or delivered to you no later than 10 days before departure or, for short-term bookings, within a reasonable period of time. At the end of the payment deadline, you will fall into arrears without a further reminder. MTCH is entitled to withdraw from the contract without further notice. In addition, MTCH may refuse the travel services or retain the travel documents. Further claims for damages by MTCH are expressly reserved.

3.5 Price changes

There are cases where prices quoted in the MTCH publications for package arrangements and corresponding individual services need to be increased for specific reasons, for example:

- Subsequent price increase by transport companies (e.g. fuel surcharges)
- Newly introduced or increased state duties or taxes (e.g. VAT) or fees (e.g. increased airport taxes)
- Exchange rate changes
- Extraordinary price increases by service providers (e.g. hotels)
- Plausibly explainable mistakes in publications.

If MTCH has to carry out price increases for the reasons listed above, it will carry out these price increases no later than 21 days before the agreed date of travel. If the price increase exceeds 10% of the package price tendered and confirmed by us, you will be entitled to withdraw from the contract free of charge within 5 days after receipt of the notification. In this case, all payments already made by you will be reimbursed to you by MTCH within 30 days. On request, you may also book another travel arrangement offered by MTCH. MTCH will make every effort to accommodate your requests and will offset any payments you have made against the price without any deductions. If you refuse to settle the price difference within the time limit set by MTCH, MTCH reserves the right to withdraw from the contract and reimburse the payment made where possible. Further claims on your part are expressly excluded. Reservations exist for cases where reimbursement is not possible (e.g. flight tickets that have already been purchased) and exceptions within the meaning of Art. 15 of the Package Travel Act

3.6 Validity of prices

The prices advertised in MTCH publications are cash prices. The prices valid at the date of booking are decisive.

4. Change of trip

4.1 Processing fees

For changes to a booking acc. to point 4.2 up to the cancellation period, we charge a processing fee of CHF 60 per person for general changes (name or booked service), up to a maximum of CHF 120 per order. For the same changes within the cancellation period, we charge the following processing fees:

- CHF 100 per booked person, but no more than CHF 200 per order for a package arrangement;
- CHF 60 per booked person, but no more than CHF 120 for an individual service.

For changes to the travel destination and travel date, the cancellation costs acc. to point 4.2 apply. In the case of flight rebooking at the vacation destination, we reserve the right to charge a processing fee of CHF 100 per booked person, but no more than CHF 200 per order, as well as any additional costs arising. Depending on the tariff, the airlines have strict terms and conditions regarding changes, rebookings, etc. before and after the issue of the air tickets / e-tickets. Any charges of this kind will be invoiced to you along with the processing fee.

4.2 Costs

4.2.1 Package arrangement and individual services

Cancellation costs are usually shown directly before booking and are printed for you on the booking confirmation. If you or we (acc. to point 3.4.1, paragraph 4 or point 3.4.2) change the order for the package arrangement or corresponding individual services or change the travel destination or travel date, we will generally charge the cancellation costs printed on the booking confirmation and, in addition, processing fees and contract fees. If no cancellation costs are printed on the booking confirmation, we shall charge the following costs in addition to the processing fees and contract fees, if you or we (acc. to point 3.4.1, paragraph 4 or point 3.4.2) cancel the order or you change the travel destination or date of travel:

- 29–15 days before departure 30%
- 14–8 days before departure 50%
- 7–4 days before departure 80%
- 3–0 days before departure 100%

In the case of package arrangements with scheduled flights, for the air fare component we charge you the costs that the airline charges us, which can amount to up to 100% depending on the tariff class immediately after booking, and the above-mentioned staged cancellation costs of 30% from 29 days before departure up to 100% on the day of departure for the remaining services, as well as the processing fees and contract fees.

4.2.2 Exceptions

Last-minute and early-bird specials, promotions, insurance, tickets

100% from booking

Rail travel, transport tickets

For rail travel and transport tickets it may be that due to special tariff conditions, reservations/rail and transport tickets cannot be refunded in full.

Round trips

- 45–30 days before departure 25%
- 29–8 days before departure 50%
- 7–3 days before departure 80%
- 2 days before departure up to and including the day of departure 100%

For tours with a minimum participation the following applies:

- 29 days before departure up to and including the day of departure 100%

Christmas / New Year

For stays between December 15 to January 10 the following provisions shall apply, unless stricter provisions result from the above exceptions:

- 60–31 days before departure 30%
- 30–15 days before departure 50%
- 14 days before departure up to and including the day of departure 100%

Exceptions are noted in the publications and are shown on the booking confirmation.

Heliskiing und ski safari arrangements

- Up to 91 days before departure for conventional heliskiing trips 25%
- Up to 91 days before departure for heliskiing private group arrangements 50%
- 90 days before departure up to and including the day of departure 100%

Depending on the service, different cancellation costs of up to 100% may arise. The booking office will be pleased to provide you with information regarding the currently valid conditions.

4.3 Processing fees

For changes which exceptionally do not have the cost consequences acc. to 4.2, we charge a processing fee of CHF 50 per person in each case, as well as the additional costs charged by the service provider.

5. Cancellation / change of trip

5.1 Notice

If you are unable to travel, you must notify MTCH in writing, stating the reason. The date of receipt of your cancellation by MTCH is crucial for calculating the cancellation costs. The travel documents, if already in your possession, are to be enclosed with the notification. MTCH adheres to the travel advice of the FDFA and / or the FOPH. If these federal offices advise against travelling to a country you have booked or any regions affected by your trip, you can change your booking for a certain period free of

charge. In these cases, processing fees acc. to point 5.2, insurance premiums and possibly visa expenses may apply. If the FDFA or FOPH does not explicitly advise against travelling to your booked country or any regions affected by your trip, the following conditions shall apply under point 5.2.

5.2 Processing fees

If you or we (acc. to point 3.4.1, paragraph 3 or point 3.4.2, paragraph 3) partially or fully cancel the trip, regardless of the time and date of cancellation, we charge the following processing fees:

- CHF 100 per booked person, but no more than CHF 200 per order for a package arrangement,
- CHF 60 per booked person, but no more than CHF 120 for an individual service;
- Plus any cancellation costs.

This processing fee does not apply to cancellations with 100% cancellation costs. A subsequent cancellation and repayment of cancellation costs insurance, including assistance or extra return travel insurance, is not possible. If the trip is cancelled, your booking office may charge additional processing fees for its expenses. We would point out that the processing fees are not covered by the insurance. These fees are at all events to be paid by you.

5.3 Costs

5.3.1 Package arrangement and individual services

Cancellation costs are usually shown directly before booking and are printed for you on the booking confirmation. If you or we (acc. to point 3.4.1, paragraph 4 or point 3.4.2) change the order for the package arrangement or corresponding individual services or change the travel destination or travel date, we will generally charge the cancellation costs printed on the booking confirmation and, in addition, processing fees and contract fees. If no cancellation costs are printed on the booking confirmation, we shall charge the following costs in addition to the processing fees and contract fees, if you or we (acc. to point 3.4.1, paragraph 4 or point 3.4.2) cancel the order or you change the travel destination or date of travel:

- 29–15 days before departure 30%
- 14–8 days before departure 50%
- 7–4 days before departure 80%
- 3–0 days before departure 100%

In the case of package arrangements with scheduled flights, for the air fare component we charge you the costs that the airline charges us, which can amount to up to 100% depending on the tariff class immediately after booking, and the above-mentioned staged cancellation costs of 30% from 29 days before departure up to 100% on the day of departure for the remaining services, as well as the processing fees and contract fees.

5.3.2 Exceptions

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100% from booking

Rail travel, transport tickets

For rail travel and transport tickets it may be that due to special tariff conditions, reservations/rail and transport tickets cannot be refunded in full.

Round trips

- 45–30 days before departure 25%
- 29–8 days before departure 50%
- 7–3 days before departure 80%
- 2 days before departure up to and including the day of departure 100%

For tours with a minimum participation the following applies:

- 29 days before departure up to and including the day of departure 100%

Christmas / New Year

For stays between December 15 to January 10 the following provisions shall apply, unless stricter provisions result from the above exceptions:

- 60–31 days before departure 30%
- 30–15 days before departure 50%
- 14 days before departure up to and including the day of departure 100%

Exceptions are noted in the publications and are shown on the booking confirmation.

Heliskiing und ski safari arrangements

- Up to 91 days before departure for conventional heliskiing trips 25%
- Up to 91 days before departure for heliskiing private group arrangements 50%
- 90 days before departure up to and including the day of departure 100%

Depending on the service, different cancellation costs of up to 100% may arise. The booking office will be pleased to provide you with information regarding the currently valid conditions.

5.4 Processing fees

For changes which exceptionally do not have the cost consequences acc. to 5.2, we charge a processing fee of CHF 50 per person in each case, as well as the additional costs charged by the service provider

6. Substitute person

If you cannot take the booked trip, but you are able to notify us of a substitute person who is willing to go on the trip in your place and take over the travel arrangement you have booked, MTCH will charge the processing fee only acc. to point 4.1. In this case, all the following prerequisites must be fulfilled:

- The substitute person is ready to accept your travel arrangements under the same conditions that you have agreed with us.
- The other companies involved in your trip (hotels or airlines and ferry companies) accept this change, which can be particularly difficult in the high season or which may fail due to the airfare tariff rules.
- The substitute person fulfils the special travel requirements (pass, visa, toll, vaccination and health requirements).
- The participation of your substitute person in the journey is not opposed by any legal or official orders.

This person and you shall be jointly and severally liable towards MTCH or the booking office that is party to the contract for the payment of the price as well as any additional costs that may arise as a result of this assignment. For last-minute bookings and special offers, a substitute person cannot generally be provided.

7. Liability

7.1 In general

MTCH is liable as organizer for the proper fulfilment of the travel arrangement. We will compensate you for the failure of agreed services or your additional expenses, in so far as it was not possible to offer you locally an equivalent service as compensation and there is no fault on your side. Our liability, however, remains limited to the amount of the

travel price and only covers direct damage. All further liabilities are excluded to the extent permitted by law. No liability is accepted for programme changes due to flight delays or strikes. In particular, MTCH is not liable for changes to the travel programme (cancellations, date changes etc.) attributable to force majeure, official measures, or delays on the part of third parties, as well as in cases acc. to Art. 15 of the Package Travel act, for which MTCH is not responsible. Should you be affected by a delay, please contact our representative in the Swiss airport or the contact person at the destination.

7.2. Outbound and return journeys

Prompt arrival at the place of departure is your responsibility. If less than 120 minutes lie between the scheduled arrival of the flight in Switzerland and the departure of the last train / bus, catching this train / bus cannot be assured. Please take this fact into account when organizing your return journey to your place of residence. The tour operator is basically not liable for expenses incurred due to a delay in the flight. If a passenger misses a flight, the tour operator is under no obligation to carry out the transport. However, we are happy to assist with the organization of a replacement flight. The organizers at MTCH will in no instance be liable for loss of wages or similar.

7.3 Accidents, illness and pregnancy

MTCH shall be liable as the organizer for any personal injury caused by culpable non-performance or improper performance of the travel arrangement by MTCH or by a company commissioned by MTCH (hotels, airlines and ferry companies), in the latter cases subject to the condition that you assign your claims for damages to MTCH. In cases of liability arising in connection with air transport or the use of other transport companies (railways, ferry companies, bus companies, etc.), the amount of the compensation claims shall be limited to the sums resulting from the applicable international agreements or national laws. Such claims must be made directly to the respective transport company. Further liability of MTCH is excluded in these cases. In case of pregnancy you are required to enquire regarding the transport conditions (airline, ocean carrier, etc.) before booking. If you are refused transport due to pregnancy, any liability will be rejected

7.4. Material damage

MTCH shall be liable for any damage arising as a result of theft and damage to property culpably caused by MTCH or a company commissioned by MTCH, if you do not receive compensation from elsewhere, for example, from your insurance company, and you assign your claims against the party responsible for the damage to MTCH. The amount of compensation, however, shall be limited to the immediate damage, but at most to the amount of the travel price for the injured person. In cases of liability arising in connection with air transports or the use of other transport companies (railway, ferry and bus companies, etc.), compensation claims shall be limited to the sums resulting from the applicable international agreements or national legislation. Any further liability of MTCH is excluded (in particular the loss of personal effects, valuables, cash, jewellery, photographic and video equipment, rental cars, as well as loss, theft, damage or misuse of cheques, credit cards and the like).

7.5 Special events and services on site

Outside of the package arrangement, local events, excursions and other services can be booked at the destination. Due to local circumstances, these may be associated with specific risks or require special physical conditions. You book such events at your own risk. We do not accept any liability, unless we are explicitly responsible for such offers as organizer or service provider.

7.6 Guarantee

Our company is a participant in the Guarantee Fund of the Swiss Travel Industry and guarantees you the security of all sums paid in connection with the booking of a package trip as well as your return journey. Detailed information may be obtained from your booking office or at www.garantiefonds.ch.

7.7 For your safety

The Federal Department of Foreign Affairs (FDFA) regularly publishes information on countries in which there are possible security risks or other increased risks. You can retrieve this travel advice yourself from the FDFA (www.eda.admin.ch/traveladvice) or from your booking office. We assume that you have informed yourself of this travel advice before commencing the trip and that you are aware of the corresponding risks.

7.8 Liability for mediated services

MTCH refuses all liability for mediated services in full. The respective contractual provisions of the service provider shall apply.

8. Difficulties during the trip

8.1 Problems on site

If the services do not correspond to those booked or to the order confirmation or have other significant deficiencies or shortcomings, you have the right and obligation to immediately inform our representative («Your contact» as per the trip documentation) or the service provider (e.g. transfer company, hotel), and in the case of arranged services (e.g. package arrangement by third-party operator) the contact point listed in the trip documentation. This is a necessary precondition for the subsequent assertion of your compensation claims and, in most cases, makes it possible to remedy the situation on the spot. If your intervention does not lead to an adequate solution, you are required to ask our representative or, in the absence of a contact point on site, the MTCH standby office («In an emergency...») as per the trip documentation) to provide written confirmation of your complaint and its contents. Our representative or the MTCH standby office is not authorized to acknowledge any claims for damages.

8.2 Replacement solution within 48 hours

If our representative or the service provider does not offer you a reasonable solution on site within 48 hours at the latest, you will need to contact the MTCH standby service («In an emergency...») as per the trip documentation) in Switzerland to find an appropriate solution, if the MTCH standby office (in the absence of a contact point on site) has not already been contacted. The phone number of the MTCH standby office («In an emergency...») can be found in the trip documentation. The costs incurred by you will be reimbursed by MTCH, but only within the scope of the legal and contractual liability of MTCH and against production of the original receipts. If the shortcomings or deficiencies are so severe that you cannot be expected to continue the trip or the stay at the vacation destination, the

contact person on site, our representative or, in the absence of a local contact point, the MTCH standby office must issue a corresponding written confirmation of the complaint to you, listing the reasons. Our representative is obliged to record the facts and your complaints in writing.

8.3 Written complaint

Please send your written complaint and the confirmation of the contact person on site, the local MTCH representative or the MTCH standby office within 30 days following your return, to your booking office or to MTCH AG, Customer Service, Sägereistrasse 20, 8152 Glattbrugg, Switzerland (customerservices@hotelplan.ch). If the written complaint is not received within the aforementioned period, all claims for damages shall expire. Any difficulties in clarifying the facts due to assertion of the damages at a later date shall be at your own expense.

9. You start the trip but are unable to finish it

If for any reason you terminate your trip prematurely, MTCH will be unable to reimburse you the travel price. We recommend that you take out return travelling costs insurance, which covers the costs incurred if you have to interrupt prematurely the trip for an urgent reason (such as your own illness or accident, serious illness or death of relatives). In urgent cases (such as your own illness / accident, serious illness / accident or death of a close relative), the contact person on site, the local MTCH representative or, in the absence of a contact point on site, the MTCH standby office will assist you as far as possible in the organisation of the premature return journey.

10. MTCH cannot implement the trip as agreed or has to terminate the trip prematurely

10.1 Programme changes, abandonment or non-implementation of the trip

MTCH also reserves the right, in your interest, to change the itinerary or agreed individual services (e.g. accommodation, type of transport, means of transport, types of aircraft, airlines or times, etc.) if unforeseen circumstances so require. MTCH endeavours, however, to provide equivalent substitute services. If MTCH is forced to cancel the trip due to force majeure (e.g. natural disasters, in the case of journeys by ship, high or low tide, political unrest, and warlike events at the vacation destination which, for security reasons, indicate the need to forego the trip, strikes, delayed opening of hotels, etc.), MTCH will endeavour to inform you in such cases as early as possible and offer you a replacement solution. If the trip has to be terminated prematurely, MTCH shall be entitled to deduct from the reimbursement of your payment the expenses already incurred and proven by MTCH. Further compensation claims on your part are excluded.

10.2 Reduced or additional costs in the case of programme adjustments

If MTCH has to change a trip that you have already paid for, resulting in a lower value than the originally agreed service, you will receive a refund from us. However, if additional costs arise after conclusion of the contract for a reason mentioned in section

10.1 or 3.5, you may experience a price increase. If this is more than 10% of the originally agreed travel price, you will have the right to cancel the contract free of charge within 5 days of receiving our notification. If you refuse to settle the price difference within the time limit set by MTCH, MTCH reserves the right to withdraw from the contract and reimburse the payment made where possible. Further claims on your part are expressly excluded. Reservations exist for cases where reimbursement is not possible (e.g. flight tickets that have already been purchased) and exceptions within the meaning of Art. 15 of the Package Travel Act.

10.3 Overbooking problems

In case of overbooking, we reserve the right to inform you at short notice. We will endeavour to offer you a replacement solution. In such cases, we will continue to charge or refund corresponding price adjustments within the scope of point 10.2.

10.4 Sub-participation

For particular package trips/round trips, a minimum number of participants are required. If there are too few participants in such a trip or if special circumstances compel MTCH to make a fundamental change to the services offered in the publications before departure, MTCH may cancel the trip at the latest 28 days before the scheduled commencement of travel. In this case, we will endeavour to offer you an equivalent replacement programme. If you waive the substitute programme, we will refund to you all payments already made. Costs for air tickets already issued will not be accepted. Further claims for damages on your part are excluded.

11. Limitation period

Claims for damages against MTCH, for whatever reason, shall become time-barred within one year. The limitation period shall commence on the day following the end of the trip.

B) Special provisions for travel agencies

1. Precept

For travel arrangements or individual services of other tour operators or service providers which are only mediated for you by MTCH, their own contractual and travel conditions shall apply. Similarly, for all flight tickets brokered by MTCH, the contractual conditions of the responsible airlines shall apply. MTCH is not a contracting party in these cases and you cannot, therefore, invoke these GCTC.

2. Costs for changes/cancellations

The costs for changes/cancellations for trip arrangements or individual services of other travel operators or third-party service providers (flights, hotel, vacation rental, cruises and river tours, motorhomes, rental cars, amusement parks, etc.) are determined by the contractual and travel conditions of the individual service provider.

3. Processing fees

For changes to an arranged booking, we generally charge a processing fee of CHF 60 per person, to a maximum of CHF 120 per order.

C) Additional provisions

1. Data protection

Our processing of personal data in connection with these GCTC are subject to our Privacy Policy, which can be found at www.hotelplan.com/en/privacy-policy.

2. Travel insurance

2.1 Cancellation costs insurance or combination package

We strongly advise you to take out a cancellation costs insurance policy or a combination package at the time of booking, unless you have already taken out insurance with sufficient cover. MTCH provides appropriate insurance. MTCH is only a mediator of the insurance and excludes any liability.

2.2 Additional insurance

The transport companies are only liable within the context of the existing international agreements. MTCH therefore advises you to take out additional insurance protection:

SOS cover for travel-related incidents: If you suffer serious illness, serious injury or serious damage to the insured person's property at the person's place of residence (e.g. damage due to fire, water, storm and tempest or theft) during your vacation, the SOS cover will organize and pay for search and rescue, transportation to a hospital at your travel destination or return transport to Switzerland.

Luggage: We recommend that you take out a luggage insurance policy. It covers the costs arising to you in the event of theft, damage or destruction of your luggage.

The detailed insurance conditions can be acquired at www.hotelplan.com/en/insurance or from your booking office.

3. Ombudsman

Prior to any legal dispute between you and MTCH, you should contact the independent travel industry ombudsman. The ombudsman will seek a fair and balanced agreement on any type of problem between you and MTCH or the booking office where you booked the trip:

Ombudsman of the Swiss Travel Industry
Etzelstrasse 42, PO Box, 8038 Zürich
+41 (0)44 485 45 35

(Opening times: Monday to Friday 10 am to 4 pm)

www.ombudsman-touristik.ch or
info@ombudsman-touristik.ch

4. Applicable law and place of jurisdiction

The relationship between you and MTCH is governed exclusively by Swiss law. Subject to mandatory statutory provisions, Glattbrugg is the place of jurisdiction.

In the event of differences in interpretation resulting from differences of formulation in the various languages, the German-language version shall be the authoritative version.