

## **GENERAL TERMS AND CONDITIONS**

### **FOR BLIND BOOKING**

#### **1. Scope and subject matter of the contract**

These General Terms and Conditions (GTC) apply to the surprise package offered by Tourismus-Organisation Interlaken (hereinafter also referred to as “Interlaken Tourism” or “TOI”) which combines accommodation and one or more adventure activities for an all-in price.

The specific accommodation and adventure activities will only be communicated to the guest as part of organizational execution or in accordance with the information in the booking confirmation. The guest will be informed of the accommodation rating and the number of adventure activities in the Holiday Region Interlaken included in the price at the time of the booking confirmation. An essential part of the offer is that the selection is made by Interlaken Tourism within this scope and is a surprise for the guest.

Insofar as mandatory provisions of Swiss Package Travel Law or other mandatory statutory provisions apply to the offer, these shall take precedence over these GTC.

#### **2. Conclusion of contract and booking confirmation**

The contract comes into force upon acceptance of the booking by Interlaken Tourism or upon delivery of the booking/reservation confirmation. On booking, the person making the booking also accepts these GTC for all the travel participants they register.

The person making the booking is responsible for ensuring that all information about the participants is complete and correct and that all passengers are aware of the applicable terms and conditions.

The adventure activities are booked for the persons specified at the time of booking (number and details from the adventure profile). Additional persons who have not booked the Blind Booking offer cannot be taken into account or claim to be included in the accommodation or the on-site program. In principle, the program is the same for all persons in the booking so that the group can explore the region together. The selection and implementation of the activities takes into account the respective safety requirements and suitability for the guests.

#### **3. Character of the surprise offer and selection by Interlaken Tourism**

TOI selects accommodation and adventure activities on the basis of the selected offer or budget, availability, season, the operational capabilities of service partners, and the information provided at the time of booking.

There is no entitlement to specific accommodation, a specific activity, a specific provider, or a specific order of services. Requests can be accepted without obligation, but do not constitute a guarantee.

The guest cannot request a change to the accommodation or activity allocated by the TOI. The right to make necessary adjustments for safety, health, availability, or performance reasons is reserved. However, these adjustments must be documented by the guest with appropriate receipts (e.g. medical certificates).

#### **4. Requirements for participation, age, and personal suitability**

The offer is not suitable for children and therefore cannot be booked for participants under the age of 16. Participants from the age of 16 up to the age of majority may only take part if accompanied by a responsible adult and only with the written consent of their legal guardian.

The offer requires that participants are able to walk independently and get around to the extent that is customary for the selected activities. Basic sporting fitness is also a prerequisite, as the offer focuses exclusively on adventure activities. Any additional physical, health, or other restrictions that may be relevant to the safe operation must be stated in full at the time of booking.

Additional requirements may apply to individual activities, in particular minimum or maximum age, minimum or maximum weight, height, fitness requirements, swimming skills, or other safety criteria of the respective service partner.

#### **5. Health and safety information**

The safety of the participants takes priority. As the specific activity is unknown at the time of making a blind booking, all circumstances known to the participant that may influence the selection of a suitable and safe activity must be stated when booking. For this reason, safety-relevant information and personal data necessary for selecting the specific activities are requested when booking.

By booking, participants confirm that their information is true and complete. Participation takes place within the scope of personal responsibility and in compliance with the instructions of the respective service partners.

For safety reasons, individual activities are subject to weight restrictions or other objective participation limits of the service partners. These guidelines serve solely to ensure that the activity is carried out safely.

#### **6. Consequences of incomplete or incorrect information**

If an allocated service cannot be provided or cannot be provided with certainty due to incomplete, inaccurate, or concealment of circumstances whose relevance for the safe performance of the service for the guest was or should have been discernible based on the information available to them at the time, Interlaken Tourism or the service partner may refuse to participate or allocate another suitable service if this is organizationally possible.

If the non-performance is based on such information, there is no entitlement to reimbursement for the service that is not usable as a result. We reserve the right to make further mandatory statutory claims.

TOI and the service partners involved shall not be liable for any disadvantages or damages demonstrably based on such information.

#### **7. Accommodation**

The accommodation will be selected by Interlaken Tourism according to the booked offer or budget and current availability. A maximum of the number of persons listed in the booking confirmation may be used.

The house rules and operational specifications of the respective accommodation must be observed. In the event of significant breaches, the provision of the service may be refused or terminated in accordance with the applicable terms. If guests are unable to stay in the accommodation planned for the booking due to incorrect or missing information (e.g. incorrect

information regarding the number of passengers traveling with them) at the time of booking, they must find accommodation at their own expense.

## **8. Adventure activities and terms and conditions of service partners**

The adventure activities are provided by independent service partners. The specific implementation, safety instructions, equipment, participation requirements, and operational procedures are subject to the terms and conditions of the respective provider.

If the terms and conditions of a service partner stipulate stricter security or participation requirements for a specific individual service, these must be complied with. Mandatory rights of the guest vis-à-vis Interlaken Tourism remain unaffected.

## **9. Changes due to weather, safety, or availability**

Adventure activities may be changed, postponed, or replaced in particular due to weather, natural hazards, safety assessments, official requirements, technical faults, or lack of availability.

In the event of weather-related or safety-related changes, Interlaken Tourism shall endeavor, as far as possible, to organize an equivalent or appropriate alternative. If a reasonable alternative is offered and rejected by the guest for personal reasons, there is no entitlement to a refund for the service concerned.

If no appropriate substitute service can be offered, any reduction, reimbursement, or other claims shall be based on the mandatory statutory provisions and the specifically applicable contractual conditions.

## **10. Personal refusal, fear, illness, and non-participation**

As surprise is an integral part of the contract, personal dislike of an assigned activity or accommodation in accordance with the contract does not give rise to any entitlement to a change or refund.

If a guest decides, out of personal fear, uncertainty, or other subjective reasons, against an activity that is objectively safe to carry out and meets the specified requirements, there is no entitlement to a refund.

In the event of illness, accident, or other personal incapacity of the guest, there is no automatic entitlement to a refund. The applicable cancellation conditions, the conditions of the service partners involved, and mandatory law are authoritative. We recommend taking out travel and cancellation insurance.

## **11. Prices and terms of payment**

The prices stated in the booking confirmation are in Swiss francs (CHF) and include the taxes and duties stated therein and are binding. Any ancillary costs expressly stated in the offer as being payable separately remain reserved.

In the case of online bookings, the total amount will be charged immediately to the credit card provided. For bookings made via the booking office, the payment terms and payment methods stated in the booking confirmation apply.

If a due payment is not made on time, TOI may withhold the services until payment has been made, cancel the booking after unsuccessful expiration of the deadline, and invoice the costs incurred in accordance with the applicable terms and conditions.

## **12. Cancellation by the guest**

The conditions stated in the booking confirmation and the cancellation conditions of the booked service partners apply to cancellations.

In the case of cancellations later than 14 days before arrival, the cancellation conditions of the allocated accommodation and the applicable service partners apply.

The date on which the notification of cancellation is received by Interlaken Tourism is authoritative for calculating the cancellation costs. In the event of a no-show, non-utilization of individual services, or premature termination for reasons relating to the person of the guest, there is no entitlement to a refund unless there are mandatory statutory provisions to the contrary.

## **13. Late arrival**

Guests are responsible for arriving on time and reaching the agreed meeting points. In the event of late arrival due to traffic problems, missed connections, or personal reasons, there is no entitlement to reimbursement for missed services.

The guest must inform TOI or the relevant service partner of any imminent delay immediately, taking into account the general opening hours.

## **14. Changes or cancellation by Interlaken Tourism**

TOI reserves the right to refuse or cancel a booking if the offer cannot be arranged as intended due to limited availability or if, based on the information provided, a suitable and safe combination of accommodation and activities cannot be found.

In the event of cancellation by TOI for reasons for which the guest is not responsible, services that have already been paid for but not provided will be refunded, unless an equivalent replacement solution has been agreed or mandatory statutory rules provide otherwise.

In the event of obvious system-related booking or pricing errors, TOI is entitled to correct or cancel the booking. Amounts already paid for services not provided will be reimbursed in this case.

## **15. Complaints and duty to cooperate**

The TOI or the respective service partner must be notified immediately on site of defects or disruptions to services so that remedial action can be taken where possible.

If a defect cannot be rectified on site, the TOI must be informed as soon as possible. The guest must cooperate to a reasonable extent in mitigating the damage and check any equivalent or appropriate substitute services offered.

Further claims must be asserted in writing to TOI after the end of the trip without unnecessary delay. Mandatory statutory deadlines remain reserved.

## **16. Force majeure and exceptional circumstances**

Benefits may be changed, replaced, or canceled in the event of force majeure or exceptional circumstances beyond the control of TOI—in particular natural disasters, official orders, pandemics, significant security situations, or similar events.

The financial consequences are based on the mandatory statutory provisions and the terms and conditions of the service partners concerned. TOI shall endeavor to find suitable alternatives where reasonable.

## **17. Liability**

TOI is liable within the framework of mandatory legal provisions for the proper organization and processing of the booked offer.

The respective service partners are responsible for the professional and safe execution of individual adventure activities within the scope of their legal and contractual obligations. Guests must follow their safety instructions and guidelines.

Liability for damages caused solely by the conduct of the guest, by undisclosed or incorrect information, by third parties not involved in the provision of services, or by unavoidable and exceptional circumstances is excluded; personal injury as well as intent and gross negligence remain reserved.

For damage caused by a guest to the accommodation, equipment, or other property of the service partners, the person causing the damage is liable in accordance with the statutory provisions. Damage must be reported immediately.

## **18. Data protection**

The personal data required for booking and implementation will be passed on to the service partners involved for the purpose of processing the contract, selecting suitable services and, if necessary, secure implementation.

Particularly sensitive information, in particular health-related information, will only be processed and passed on if this is necessary for the secure selection or implementation of the booked services and if appropriate consent has been obtained. In all other respects, the [TOI Privacy Policy](#) shall apply.

## **19. Applicable law and place of jurisdiction**

The contractual relationship between the guest and TOI is subject to Swiss law. Mandatory statutory places of jurisdiction remain reserved.

The place of jurisdiction is governed by Art. 32 para. 1 CPC.

## **20. Final provisions**

Should individual provisions of these GTC be invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by the statutory provision.

The version of these GTC valid at the time of booking is authoritative.

*Compiled: October 2026*