

General terms and conditions for the PanoramaCard Thunersee

1. Subject

- 1.1. All visitors aged six or above staying in accommodation in the Thun-Lake Thun holiday region receive a PanoramaCard Thunersee covering the duration of their stay (including arrival and departure days) from their host establishment.
- 1.2. The prerequisite for receiving a PanoramaCard Thunersee is the payment of a tax per overnight stay. Children aged 6 to 15.99, who are excluded from the obligation to pay tax depending on where they are staying, nevertheless receive a PanoramaCard Thunersee.
- 1.3. To issue a PanoramaCard Thunersee, the host establishment must be a member of the Thun-Thunersee Tourismus association.
- 1.4. The PanoramaCard Thunersee is issued by the host exclusively by means of digital software (feratel Deskline). The PanoramaCard Thunersee is available in digital MobileCard/WalletCard format for a smartphone, or as a physical print@home ticket.
- 1.5. The host will provide the PanoramaCard Thunersee on the day of arrival at the latest.
- 1.6. The PanoramaCard Thunersee must bear the first name and surname of the cardholder, the name of the accommodation and the length of stay.
- 1.7. The PanoramaCard Thunersee is personal and non-transferable.
- 1.8. PanoramaCard Thunersee cards filled in by hand are invalid.
- 1.9. The included summer-services are valid from 1 April to 31 October and the winter-services from 1 November to 31 March.
- 1.10. The PanoramaCard Thunersee is not valid for the additional free transport of animals or bicycles. In these cases, the fare rules of the respective transport companies shall apply.

2. Card services

- 2.1. Holders of the PanoramaCard Thunersee are entitled to claim the added value services agreed between Thun-Thunersee Tourismus and partner businesses (see www.panoramacard.ch)
- 2.2. The PanoramaCard Thunersee entitles the holder to free travel with STI Bus AG (excluding route 252 Thun-Escholzmatt) and PostBus (line 60, valid only between Spiez and Leissigen Schulhaus) according to the [route map](#).
- 2.3. With a few exceptions, the discounts granted with the PanoramaCard Lake Thun cannot be combined with other promotions.
- 2.4. Both Thun-Thunersee Tourismus and the individual service providers reserve the right to amend or withdraw descriptions, services or discounts.
- 2.5. The PanoramaCard Thunersee can only be issued subject to the condition that contracts in place between Thun-Thunersee Tourismus and the Libero fare network as well as agreements with other service providers are valid and that the relevant parties meet their obligations.
- 2.6. Pricing of travel tickets and the seasonal/operating hours of all facilities are solely at the discretion of the transport companies and destinations concerned.
- 2.7. The transport companies and destinations concerned warrant that the services guaranteed will be provided. Refunds based on operational disruptions or cessations caused by force majeure (weather events, avalanche, storm, etc.) or unforeseeable or unavoidable failings on the part of third parties are excluded.
- 2.8. Service providers may implement and monitor the observance of protection concepts in response to legal provisions or official orders, or to guarantee the safety of guests. Guests are obliged to comply with such plans and instructions.

- 2.9. Holders of the PanoramaCard Thunersee acknowledge and affirm that specific added value services of certain partner businesses may not be available for the full duration of their stay owing to operating hours, the weather or seasonal factors.
- 2.10. Holders of the PanoramaCard Thunersee acknowledge and affirm that under certain circumstances, Thun-Thunersee Tourismus shall be entitled to terminate contracts or agreements with individual partner businesses for good cause, even during the term of an agreed contract or agreement, and therefore during the validity term of individual PanoramaCard Thunersee cards. In such a case, the holder of the PanoramaCard Thunersee may not base any claims on this circumstance against either Thun-Thunersee Tourismus, the accommodation establishment (with whom no contractual relationship exists with the guest in connection with the PanoramaCard Thunersee) or the partner business in question.
- 2.11. No alternative will be offered where the guest does not avail of services.

3. Redeeming card services

- 3.1. Service providers undertake to check the validity of the PanoramaCard Thunersee when granting a discount on a service.
- 3.2. This check will be performed before a service is claimed by scanning the QR code, entering the card number into the system or by means of a visual check.
- 3.3. Where necessary, the identity of the holder may be verified by means of an official document such as an identity card, passport, etc.

4. Loss of card

- 4.1. Lost PanoramaCard Thunersee cards may only be replaced by the host or the local tourist information office by sending a duplicate.
- 4.2. The lost card will be blocked automatically by the software when the duplicate is supplied.

5. Data protection

- 5.1. Thun-Thunersee Tourismus observes the provisions of the Swiss Data Protection Act (DSG) and the Swiss Data Protection Ordinance (VDSG). The provisions of the European Union's General Data Protection Regulation (GDPR) are also observed as applicable.
- 5.2. The following data may be collected from those applying for the PanoramaCard Thunersee: title, first name and surname, address (street name, house number, postcode, town, country), nationality, email address, date of birth, length of stay and phone number. Mandatory information is indicated accordingly. All data supplied must be true and accurate.
- 5.3. Thun-Thunersee Tourismus is entitled to collect, store and process data to the extent required to meet its contractual obligations, to uphold and improve customer relationships, quality and service standards, to maximise operational safety and, where necessary and appropriate, to use such data for purposes of sales promotion, product design, crime prevention, economic key data, statistics and invoicing. Data is collected in order to enter into contracts, fulfil the terms of contracts and billing; Thun-Thunersee Tourismus has a legitimate interest in the collection and processing of such data.
- 5.4. When registering for a PanoramaCard Thunersee, the order will be processed by the accommodation provider and occasionally by Thun-Thunersee Tourismus. The guest thereby consents to their data being used accordingly by Thun-Thunersee Tourismus to issue the PanoramaCard Thunersee.

- 5.5. In processing such data, Thun-Thunersee Tourismus observes the principle of data minimisation and storage limitation. Data will be stored for as long as specified in the legal provisions (generally 10 years), as long as required by Thun-Thunersee Tourismus to provide other services or for as long as a legitimate interest remains.
- 5.6. It is possible that legal regulations or official decrees may oblige Thun-Thunersee Tourismus or the host establishment to transfer or make such data available to authorities or third parties appointed by such authorities.
- 5.7. Thun-Thunersee Tourismus also reserves the right to transfer data to third parties in order to uphold legitimate interests or to the relevant authorities where a criminal offence is suspected.
- 5.8. The data subject may demand details of data stored by Thun-Thunersee Tourismus, the reason for processing, etc. The data subject also has the right to correct personal data that is incorrect, the right to deletion (unless the data must remain available by law), the right to restrict processing and the right to data portability. Data subjects may contact the Federal Data Protection and Information Commissioner via www.edoeb.admin.ch.
- 5.9. Guests may also forward any questions on data protection to thun@thunersee.ch.

6. Misuse

- 6.1. Misuse of the PanoramaCard Thunersee is punishable by a fine of up to CHF 1,000. The right to further claims is expressly reserved.
- 6.2. The cardholder is also liable for misuse of the card by third parties.

7. Applicable law and place of jurisdiction

- 7.1. Swiss law is exclusively applicable. The place of jurisdiction is Thun.

Thun, January 2025