

GENERAL TERMS AND CONDITIONS (GTC)

1. SCOPE OF APPLICATION

1.1. The present General Terms and Conditions (hereinafter referred to as "GTC") apply to the use of the sports facilities (Dolder Wellenbad, Dolder Minigolf and Dolder Eisbahn) and/or the restaurant and the associated premises and facilities (incl. self-service restaurant, the two combinable halls, the outdoor facilities with winter market and "Fondue Gondeli" or similar) as well as to all related further services and deliveries of Dolder Eis & Bad AG (hereinafter referred to as "**Dolder Eis und Bad**") to customers (hereinafter referred to as "**Users**").

1.2. All quotations and offers from Dolder Eis und Bad are based on these GTC. The GTC form an integral part of every agreement. Should these GTC contradict any contractual conditions of the User, these GTC shall prevail.

2. CONCLUSION OF THE AGREEMENT AND CONTRACTUAL PARTNER

2.1. Following the reservation by the User, the User will receive a written reservation confirmation (by e-mail) from Dolder Eis und Bad. The agreement between the parties is only concluded upon the dispatch of such written reservation confirmation by Dolder Eis und Bad to the User.

2.2. A User conducts an "Event" with "Event Participants" or is an "Event Organizer" if he/she/it

- organizes special events at the sports facilities and/or in the restaurant (according to section 1.1 above); or
- makes group bookings for 10 or more people.

3. SERVICES, PAYMENTS AND PRICES

3.1. Dolder Eis und Bad undertakes to provide the services ordered by the User and confirmed in text form by Dolder Eis und Bad.

3.2. All prices are in Swiss Francs (CHF) and include the statutory value-added tax (VAT).

3.3. Dolder Eis und Bad is entitled to demand an appropriate advance payment at any time. The amount of the advance payment and the payment dates will be agreed in text form in the agreement. If the User fails to meet his/her obligation to make the advance payment on time, Dolder Eis und Bad is entitled to withdraw from the agreement after a set grace period has expired. The User is liable to Dolder Eis und Bad for any resulting damages.

3.4. If Dolder Eis und Bad does not require an advance payment, the entire invoice amount is due before the service is used for sports activities and immediately after consumption for catering services. Payment must be made with a common credit/debit card or in cash.

3.5. Payment by invoice is only possible after prior agreement in text form. Dolder Eis und Bad reserves the right to refuse a request for payment by invoice without giving reasons. Unless otherwise agreed, invoices are due within 30 days of the invoice date without deduction. In the event of late payment, Dolder Eis und Bad is entitled to charge default interest of 5% as well as reminder and collection costs.

3.6. Dolder Eis und Bad may make price changes at any time. The prices indicated for the use of the sports facilities and the restaurant at the time of the stay shall apply. In the case of reservations, if the period between the reservation and the agreed provision of services is more than 6 months, Dolder Eis und Bad is entitled to unilaterally and without prior notice to the User charge the prices valid at the time the service is to be received.

4. LIABILITY

4.1. The User is liable to Dolder Eis und Bad for all damage and loss or other damages caused by him/herself, his/her employees, his/her agents or his/her Event Participants. Dolder Eis und Bad disclaims any liability for theft and damage to items brought in by Users, their Event Participants or third parties. The insurance of exhibition objects as well as other items brought in by Users, their Event Participants or third parties is the responsibility of the User. Dolder Eis und Bad may at any time demand proof of sufficient

insurance from the User. Dolder Eis und Bad is free to refuse its services until the User can provide proof of adequate insurance.

4.2. The User is obliged to maintain peace and order. The User shall fully indemnify Dolder Eis und Bad against all civil and public law claims brought against Dolder Eis und Bad by authorities or third parties (including his/her Event Participants) on the basis of his/her event, or to be liable for all corresponding claims of third parties.

4.3. Dolder Eis und Bad is only liable for intentional or grossly negligent contractual or non-contractual damage and only for direct damage. Any further liability, in particular for slight or medium negligence or for indirect damage such as, in particular, loss of profit, is excluded.

4.4. When arranging external services, Dolder Eis und Bad assumes no liability whatsoever for the service ordered by the User.

5. WITHDRAWAL FROM THE AGREEMENT AND FORCE MAJEURE

5.1. Dolder Eis und Bad is entitled to withdraw from an agreement with the User without compensation if there is reasonable cause to believe that the User's stay or event may endanger the smooth running of the business, the security or the public reputation of Dolder Eis und Bad, or violates the provisions of these GTC or other instructions of Dolder Eis und Bad. Any claims for damages by Dolder Eis und Bad against the customer are expressly reserved.

5.2. The User's withdrawal is governed by the cancellation conditions (see sections 0 to 8 below).

5.3. In the event of a Force Majeure event, the party affected by the event shall be released from its contractual obligations for the duration of the event, without the other party being able to claim damages. A "**Force Majeure**" event is a serious, unforeseeable and non-culpable cause which makes it impossible for the party concerned to fulfil the contract and is beyond its control. Force majeure events can be explosions, natural disasters (such as floods, earthquakes), war, other acts of war, epidemics and pandemics, embargoes and government restrictions (incl. decrees or other actions by state authorities concerning the restriction of freedom of movement or the

restriction of economic activities). Strikes and other work stoppages or the failure of means of transport do not constitute force majeure events.

5.4. The party invoking force majeure must immediately inform the other party of the occurrence and the end of a force majeure event. It is obliged to take all reasonable measures to enable it to fulfil the agreement despite the existence of the event.

5.5. If the duration of the impossibility of performance due to force majeure cannot be estimated, or lasts longer than 24 hours, Dolder Eis und Bad is entitled, at its discretion, to withdraw from the agreement with the User either in its entirety or only with regard to individual services. Expenses incurred up to the time of withdrawal must be reimbursed to Dolder Eis und Bad. Dolder Eis und Bad is entitled to deduct such expenses from the advance payment made.

5.6. Dolder Eis und Bad reserves the right to rebook or cancel events due to unfavorable weather conditions. This will be decided at the latest twelve hours before the event and communicated to the User in text form (by e-mail). The primary attempt will be to postpone the event. If this is not feasible on the part of the User, no costs will be incurred for the upcoming booked services.

6. CANCELLATION AND CHANGE CONDITIONS FOR ICE ACTIVITIES

6.1. A cancellation or a change to the reservation of activities or events on the ice rink (e.g. ice stock sport, fun hockey) must be communicated to Dolder Eis und Bad in text form (by e-mail or post) as early as possible.

6.2. Users can cancel reservations free of charge up to 21 days before the booked date.

6.3. The definitive and binding number of Users or Event Participants must be communicated to Dolder Eis und Bad no later than 21 days before the booked date. This number serves as the basis for invoicing.

6.4. If a cancellation or a reduction in the number of Users or Event Participants occurs less than 21 days before the booked date, the following cost consequences apply:

- **Complete cancellation or no-show:** Dolder Eis und Bad will invoice 100% of the costs for the booked services. The basis for calculation is the last reported, binding number of Users or Event Participants.
- **Reduction in the number of persons:** In the event of a reduction in the number of Users or Event Participants, Dolder Eis und Bad will invoice at least 80% of the costs for the originally reported, binding number.

6.5. An increase in the number of Users or Event Participants after the registration deadline is possible by arrangement and subject to availability. In this case, the actual number of participants will be charged. Dolder Eis und Bad may refuse to accept additional persons without giving reasons if capacities do not permit this.

7. CANCELLATION AND CHANGE CONDITIONS FOR CATERING SERVICES

7.1. Any cancellation or change to a reservation for catering services must be communicated to Dolder Eis und Bad in writing (by email or postal mail) as early as possible.

7.2. Catering services can be cancelled free of charge up to seven days before the event after the reservation has been made.

7.3. Dolder Eis und Bad must be notified of the final and binding number of event participants at least 7 days before the booked date. This number will be used as the basis for invoicing.

7.4. If the event is cancelled or the number of participants is reduced less than 7 days before the booked date, the following costs will apply:

- **Complete cancellation or no-show:** Dolder Eis und Bad will charge 100% of the costs for the booked services. The calculation is based on the last reported, binding number of event participants.
- **Reduction in the number of people:** If there is a reduction in the number of event participants, Dolder Eis und Bad will charge 100% of the costs for the originally reported, binding number.

7.5. An increase in the number of users or event participants after the registration deadline is possible by arrangement and subject to availability. In this case, the actual number of participants will be charged. Dolder Eis und Bad may refuse to accept additional persons without giving reasons if capacity does not allow it.

8. CANCELLATION CONDITIONS FOR OTHER OFFERS AND SERVICES

In addition to ice activities and catering services, Dolder Eis und Bad offers other services (e.g. ticketing for special events). Cancellation conditions are stated directly during the online purchase.

9. SPECIAL REGULATION / INDIVIDUAL CONTRACTUAL PROVISIONS FOR ACTIVITIES AND CATERING SERVICES

Dolder Eis und Bad reserves the right to agree with the User on an earlier binding definition of the offer and the number of persons for larger groups (e.g. from 30 persons), special events and for any external services that are additionally ordered. Likewise, deviating cancellation conditions can be stipulated by individual agreement.

10. EVENT TIMES

The event times are communicated or defined upon conclusion of the agreement.

11. ROOM USE / PERMITS

11.1. In the event of a cancellation at a later date or an unannounced no-show, 100% of the booked service will be invoiced.

11.2. Dolder Eis und Bad reserves the right to make room changes, provided that the rooms meet the requirements and interests of the User and are

reasonable for him/her. Subletting or further leasing of rooms or areas by the User requires the prior written approval of Dolder Eis und Bad.

11.3. Unless the agreement provides otherwise, the User must obtain any necessary permits him/herself and at his/her own expense. Copyright-related compensations in connection with music performances must be registered and paid by the User him/herself.

12. SAFETY REGULATIONS

12.1. The User shall comply with the fire safety regulations of Dolder Eis und Bad, in particular keeping escape routes clear, observing the smoking ban, etc. Decoration material brought in by the User must also comply with the fire safety regulations and other applicable requirements.

12.2. The attachment of decoration materials and other objects to walls, doors and ceilings always requires the prior consent of Dolder Eis und Bad. The User is liable for any damage incurred by Dolder Eis und Bad as a result.

13. PRINTED MATERIAL / MEDIA ADVERTISEMENTS

The use of logos/images of Dolder Eis und Bad in any form by the User always requires prior written approval. If a publication is made without corresponding consent, Dolder Eis und Bad is entitled to withdraw from the agreement. The User is liable to Dolder Eis und Bad for any resulting damage.

14. FOOD / BEVERAGES

Unless another written agreement has been made, the User is obliged to purchase all food and beverages from Dolder Eis und Bad. Otherwise, a corkage fee agreed in advance will be charged. For reservations from schools/after-school care centers, it is permitted to bring your own drinks and food. This must be announced to Dolder Eis und Bad in writing in advance and approved by Dolder Eis und Bad in advance. Consumption is only possible in the areas defined by Dolder Eis und Bad. Exceptions are sports drinks, sports snacks, baby and children's food, which may be brought in outside the Dolder Eis und Bad restaurant.

15. INTELLECTUAL PROPERTY RIGHTS AND RECORDINGS ON THE DOLDER EIS UND BAD PREMISES

15.1. All rights to Dolder Eis und Bad, in particular logos, trademarks, names and other identifiers and its facilities are the sole property of Dolder Eis und Bad. If Users (incl. their Event Participants) or third parties create photos, videos, audio and/or visual recordings of any kind during their stay on the Dolder Eis und Bad premises, 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 (e.g. other Users, visitors or employees of Dolder Eis und Bad) must be respected. Such persons may only be recorded if they give their prior consent to the recordings.

15.2. The use of recordings for commercial purposes is prohibited and requires the prior written approval of Dolder Eis und Bad. A commercial purpose is anything that is not for exclusively personal use (for example, recordings by social media influencers who receive a direct or indirect benefit for their activity are also considered commercial). All inquiries must be sent to the following e-mail address, stating the publishing person, the specific purpose of use (product/service to be marketed, publication medium, etc.), the marks/images to be used and any other information: info@doldersports.com.

16. DATA PROTECTION

The collection and processing of personal data is subject to the data protection declaration of Dolder Hotel AG. The current data protection declaration can be accessed on the Dolder Eis und Bad website via the following link: [Legal Notice & Privacy Policy - Dolder Eis & Bad](#).

17. AMENDMENT OF THESE GTC

Dolder Eis und Bad reserves the right to amend these GTC at any time. The current version is published on the Dolder Eis und Bad website. By using the services of Dolder Eis und Bad, the User accepts the current GTC. Individual amendments to these GTC require an express written agreement between Dolder Eis und Bad and the User.

18. SEVERABILITY CLAUSE

Should individual provisions of these GTC be invalid, this shall not affect the validity of the remaining provisions. In such a case, the legally invalid provision shall be replaced by a provision that is similar in meaning but effective.

19. APPLICABLE LAW / PLACE OF JURISDICTION

The contractual relationship with the User is governed exclusively by Swiss law (to the exclusion of the conflict of law rules of private international law and the Vienna Convention on Contracts for the International Sale of Goods). The place of performance and exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is the city of Zurich.

Zurich, 26 August 2026