

General Terms and Conditions of Matterhorn Gotthard Bahn AG for the purchase and use of online tickets for the Furka car shuttle train (Oberwald-Realp).

1. Scope of application

These General Terms and Conditions govern the online purchase and the use of the purchased tickets for the Oberwald-Realp or Realp-Oberwald car shuttle train.

2. General provisions

The provisions are the basis for the use of the web shop and the purchase of a ticket through the web shop of Matterhorn Gotthard Bahn AG, hereinafter referred to as MGBahn. For the use of the car shuttle train, all relevant provisions of MGBahn are applicable. In particular, the safety and loading instructions and the instructions regarding liability insurance published on the www.mgbahn.ch/furka website must be observed and adhered to.

3. Booking a ticket through the MGBahn web shop

3.1 The customer shall use his/her hardware and software to visit the web shop and purchase a ticket at his/her own risk and cost.

3.2 The customer acknowledges that MGBahn cannot guarantee that every type of software and every operating system of a computer or smartphone of the customer shall be supported. MGBahn shall reserve the right to modify or adapt the corresponding web shop without prior notice. It shall also reserve the right to restrict or temporarily suspend the operating times of the web shop.

3.3 With the order confirmation, the customer shall submit his/her binding offer to purchase a ticket. The customer must enter all the information that is necessary in the ordering process fully and correctly.

3.4 After completion of the order and successful payment, the customer shall receive a confirmation e-mail with the ticket in the form of a PDF file.

3.5 The customer shall then have the option of validating the ticket either in printed form or electronically by producing it on a smartphone at the corresponding loading station.

3.6 If the ticket is printed, this must be done on a white paper in A4 (at least 80 g) and portrait format in 100% size (not scaled).

3.7 Besides the QR code, the last and first name of the customer, the section and the date of validity as well as the loading and safety instructions must be visible on the printed ticket or on the smartphone in a readable form. Otherwise, MGBahn shall be entitled to reject the corresponding ticket. The customer acknowledges that it shall be within his/her own scope of responsibility and risk to have all technical facilities that are necessary for receiving and printing the ticket or for producing the ticket on a smartphone.

4. Ticket

4.1 Tickets can be purchased online exclusively for the category of motor vehicles up to 3.5 tonnes of total weight and a maximum of 9 seats. If this restriction is not observed, it shall neither be possible to upgrade the ticket to a different category nor shall the customer be entitled to a refund of the ticket.

4.2 Tickets must be produced at the corresponding loading station either in a printed form or by showing them on a smartphone or they shall be checked electronically. If the customer prints his/her ticket in advance, he/she must keep it carefully after printing it. When being used, the ticket should not have damages, contaminations or other impairments particularly with respect to the QR code, which make the electronic check impossible or hinder the same. If the customer cannot produce his/her ticket at the corresponding loading station either in a printed form or by showing it on a smartphone or if no electronic check is possible due to the circumstances mentioned or other circumstances to be attributed to the customer, he/she shall neither be entitled to reimbursement of the ticket nor shall he/she be entitled to the transport.

4.3 A ticket purchased online shall be valid only for the section mentioned on the ticket (Oberwald-Realp or vice versa). Only single tickets can be purchased. Combined round trip tickets cannot be purchased online.

4.4 With the online purchase of a ticket, the customer shall only acquire the right to transport on the corresponding section. A ticket shall however not give the customer the right to a specific train or to transport at a specific time and should, therefore, not be equated with reservation.

4.5 A ticket purchased online shall be valid for one year from the time of its electronic delivery to the customer (actions excluded).

4.6 Tickets that were purchased online shall be freely transferable within the period of validity. MGBahn shall however not assume any liability for the validity of the ticket vis-à-vis the person, to whom a corresponding ticket is transferred.

4.7 MGBahn shall be authorised, without a claim to compensation, to reject the transport if multiple copies of the ticket purchased online are in circulation and the transport has already been granted previously to a holder. Multiple copies of a ticket purchased online can therefore be created at the risk of the customer.

4.8 Any change, forgery or the subsequent editing of a ticket shall be explicitly prohibited. Moreover, commercial trade with the tickets purchased online shall be strictly prohibited. Customers violating this provision may be excluded from the online purchase of tickets. In such a case, MGBahn shall reserve the right for further legal steps.

4.9 There shall be two different season prices of tickets in view of the selection of travel days:

– Validity from 1.6. to 30.9. (summer price)

– Validity from 1.10. to 31.5. (winter price)

It shall be possible to also use a ticket purchased online with summer price in the winter season against a surcharge. A ticket purchased online at the winter price shall also authorise for transport for the summer season. In this case however, the customer shall not be entitled to a refund of the corresponding price difference.

4.10 Tickets purchased online shall neither be refunded nor can they be exchanged.

4.11 Tickets purchased online cannot be used in combination with a points card.

5. Data protection

5.1 With respect to the data stored by the customer within the scope of the registrations in the web shop or during the online purchase of a ticket, MGBahn shall be obligated to strictly adhere to the applicable data protection regulations. In particular, the corresponding data shall be used only legally and for the intended purpose and shall be treated as strictly confidential.

5.2 At the time of ordering in the web shop, the customer can agree that the data stored by him/her may be used for newsletters, offers, and similar information of MGBahn addressed to him/her.

6. Liability

To the extent permitted by law, any liability of MGBahn for damages, including consequential damages of any kind, arising from the use of the website including web shop and the tickets purchased online, shall be fully excluded.

7. Final regulations

7.1 MGBahn shall reserve the right to change the prices and charges for the ticket as well as the current conditions any time.

7.2 Should one or several of these provisions be or become void or ineffective, the binding character of the remaining provisions shall remain unaffected. In this case, MGBahn shall replace the void or ineffective provisions immediately after they become known with economically equivalent, lawful provisions.

8. Applicable law and legal domicile

8.1 These provisions shall be exclusively subject to the Swiss Law.

8.2 The courts at the headquarters of MGBahn in Brig shall be exclusively competent in case of disputes.