

General Terms and Conditions of Business (GTCB)

1. Scope

These General Terms and Conditions of Business (hereinafter referred to as the GTCB) apply to the use of the sports facilities (Dolder Bad and Dolder Kunsteisbahn [open-air ice-skating rink]) and/or the restaurant premises, as well as to all other related services and supplies provided by Dolder Eis & Bad AG (hereinafter referred to as Dolder Sports) to customers (hereinafter referred to as the Users).

All offers and quotations of Dolder Sports are based on these GTCB. They form an integral part of every contract. Amendments to these GTCB require an express written agreement between the parties. This also applies to any waiver of the written form requirement. Where these GTCB contradict any contractual conditions of the User, these GTCB will take precedence.

2. Conclusion of contract

Following the reservation made by the User, the User will receive a written confirmation of reservation from Dolder Sports (by e-mail). The contract between the parties will only enter into effect upon such written confirmation of reservation by Dolder Sports to the User.

3. Services, payment and prices

- 3.1. Dolder Sports undertakes to provide the services ordered by the User and agreed in writing by Dolder Sports.
- 3.2. All prices are shown in Swiss francs (CHF) and include value added tax (VAT) at the statutory rate.
- 3.3. Dolder Sports is entitled to request an appropriate advance payment. The amount of the advance payment and the payment dates will be agreed in writing in the contract. If the User fails to meet its obligation to make an advance payment in due time, Dolder Sports will be entitled to withdraw from the contract after setting a reasonable grace period. The User will be liable to Dolder Sports for any resulting damage.

- 3.4. Unless Dolder Sports requests a deposit, the total invoice amount for sports activities shall be paid before the activity and for catering services directly after consumption by the User by credit card or in cash. Payments by invoice are only possible by written agreement at least one day prior to receiving the benefits. A request for an invoice to be delivered can be made for an invoice amount of at least 1,000 Swiss francs. The invoice request must be confirmed in writing by Dolder Sports. The full invoiced amount is due 30 days after the date of the invoice. In the event of late payment, Dolder Sports has the right to charge interest on arrears at a rate of 5%, as well as any debt enforcement and collection costs.
- 3.5. Dolder Sports expressly reserves the right to change prices.

4. Liability

- 4.1. The User will be liable to Dolder Sports for all damage and loss or other damage caused by itself, its employees, its agents or its event participants. Dolder Sports rejects any liability for theft of or damage to property supplied by the User, by event participants or by third parties. The insurance of exhibition objects and other items supplied by the User, by its event participants or by third parties shall be the responsibility of the User. Dolder Sports may demand proof of adequate insurance from the User at any time.
- 4.2. The User shall maintain peace and order. The User agrees to indemnify Dolder Sports, in full, against all claims under civil and public law brought against Dolder Sports by authorities or third parties (including its event participants, guests or employees and contractual partners of the User) in connection with its event, as well as to pay for all such claims.
- 4.3. Dolder Sports will only be liable in the event of damage caused intentionally or by gross negligence as well as for direct damage. Any further liability, in particular for minor or moderate negligence or for indirect damage, such as in particular loss of profit, is excluded. Where external services are arranged, Dolder Sports accepts no liability whatsoever for the service ordered by the User.

5. Withdrawal of Dolder Sports

- 5.1. If the service to be provided by Dolder Sports under the contract is rendered substantially more difficult or impossible, in whole or in part, by force majeure (as defined under Swiss law, in particular, natural disasters, such as gales, floods or earthquakes as well as fire, hostage-taking, war, riots, nuclear and reactor accidents, strikes, unforeseeable official restrictions, etc.) or other

circumstances for which Dolder Sports is not responsible, Dolder Sports may withdraw, in whole or in part, without compensation to the extent of the part of the contract not yet performed.

- 5.2. Dolder Sports will also be entitled to withdraw without compensation if there is reasonable cause to believe that the event may jeopardise the uninterrupted operation of the business, the safety or the reputation of Dolder Sports in the public view or that the User is in breach of clause 13 of these GTCB. Any claims for damages by Dolder Sports against the User are expressly reserved.

6. Withdrawal of the User

If the User cannot obtain the agreed services as a result of force majeure, it may withdraw from the contract, in whole or in part, without compensation to the extent of the part of the contract not yet fulfilled.

7. Cancellation confirmation of ice activities

- 7.1. The cancellation of a reservation for activities (e.g. Bavarian curling, ice hockey) should be communicated to Dolder Sports as early as possible and in writing.
- 7.2. Reservations for activities can be cancelled free of charge up to 30 days before the date of the event.
- 7.3. In case of cancellation at a later date as well as an unannounced non-appearances (no-shows), 100% of the booked service will be charged.

8. Cancellation conditions for catering services

- 8.1. Cancellation of a reservation for catering services must be notified to Dolder Sports as early as possible and in writing.
- 8.2. The catering services may be cancelled free of charge up to 7 days before the date of the event. The booked catering service will subsequently be invoiced with the last number of persons indicated.
- 8.3. In case of cancellation at a later date as well as an unannounced non-appearances (no-shows), 100% of the booked service will be charged.

9. Notification on number of persons

- 9.1. The User shall inform Dolder Sports of the final number of participants (guaranteed number) as early as possible.
- 9.2. Activities:
A definitive indication of the number of persons must be submitted no later

than 30 days prior to the event. The number of persons may not be changed from the 29th to the day of the event. The last reported number of persons will be used for the calculation. In case more persons than registered participate in the event, this number of persons will be taken into account for invoicing purposes. This is the case if the activity is feasible with additional persons.

10. Food and beverage services:

A definitive indication of the number of persons and the menu selection must be submitted at the latest 7 days prior to the event.

The number of persons and the offer may not be changed from the 6th day to the day of the event. The last reported number of persons will be used for the calculation.

In case more persons than registered participate in the event, this number of persons will be taken into account for invoicing purposes. This is the case if the catering service can be provided for the additional persons.

Dolder Sports reserves the right to define an earlier definition of the offer and the number of persons individually, in writing, with the User. This applies in particular to group sizes of 60 or more persons.

11. Event times

The event times will be communicated or defined upon conclusion of the contract.

12. Cancellation or rebooking by Dolder Sports

Dolder Sports reserves the right to rebook or cancel the event due to adverse weather conditions. This will be decided at the latest 12 hours prior to the event and the User will be notified in writing. Efforts will be made in the first instance to postpone the event. If this is not feasible for the User, no costs will be incurred for the pending booked services.

13. Use of rooms/permits

- 13.1. Dolder Sports reserves the right to make room changes, provided that the rooms meet the requirements and interests of the User and are reasonable for the User. Any subletting or reletting of rooms or areas by the User shall require the prior written consent of Dolder Sports.
- 13.2. Unless stipulated otherwise in the contract, the User shall obtain any necessary permits itself and at its own expense. Copyright royalties in connection with music performances must be submitted and paid by the User itself.

14. Safety regulations

- 14.1. The User undertakes to comply with the fire regulations of Dolder Sports, in particular keeping escape routes clear, observing the smoking ban, etc. Decorative material supplied by the User must also comply with the fire regulations.
- 14.2. The mounting of decorative materials and other objects on walls, doors and ceilings always requires the prior consent of Dolder Sports. The User will be liable to Dolder Sports for any resulting damage.

15. Printed matter/media advertisements

The use of logos/images of Dolder Sports in any form by the User always requires prior written permission. Any publication without such consent will entitle the Dolder Sports to withdraw from the contract. The User will be liable to Dolder Sports for any resulting damage.

16. Catering

Unless agreed otherwise in writing, the User shall obtain all food and beverages from Dolder Sports. Otherwise, a corkage fee agreed in advance will be charged. In the case of reservations by schools/day nurseries, guests are permitted to bring their own drinks and food. This must be communicated, in writing, to Dolder Sports in advance. Consumption is only possible in the areas defined by Dolder Sports.

Exceptions to this rule include sports drinks, sports snacks, baby and children's food, which may be brought in from outside the Dolder Sports Restaurant.

17. Applicable law/place of jurisdiction

The Contract is governed by and construed exclusively in accordance with Swiss law. The place of performance and jurisdiction is Zurich. Should individual provisions of these GTCB prove to be invalid and become unenforceable, this will not affect the validity of the remaining provisions. In this case, the legally invalid provision is to be replaced by a legally valid provision that is similar in meaning.

Zurich, July 2022