

General Terms and Conditions of Zermatt Unplugged

Version December 2021

Verein Zermatt Unplugged, Bahnhofstrasse 84, 3920 Zermatt

1. General provisions

- Zermatt Unplugged is an event organised by the Zermatt Unplugged Association, hereinafter referred to as "Organiser" or "ZU".
- A contractual obligation arises through the purchase of the entrance ticket, and exists exclusively between the purchaser and holder and the Organiser. With the purchase of an entrance ticket, the purchaser and entrance ticket holder accepts the contractual conditions of the Organiser.
- The organiser may use the purchaser's data for its own communication purposes (newsletter, etc.). Unsubscription is possible at any time. The data will not be passed on to third parties.
- The following General Terms and Conditions apply to Festival-goers and other contractual partners of the Organiser.
- The Festival and the concerts will take place under all weather conditions.
- The instructions of the Organiser's staff must be strictly followed under all circumstances, especially with regard to the protective measures in force to prevent the spread of COVID-19.
- Please read our [privacy policy](#) for more information.

2. Programme

2.1 Music programme

- The Organiser reserves the right to change the programme without advance notice.
- The Organiser has no influence on the design, length and content of the concerts. The organizer assumes no liability in this regard.

2.2 Image, sound, film and video recordings

- Photographic, film, digital and video cameras and recording / playback systems with loudspeakers are prohibited on the Festival grounds.
- The commercial use and exploitation of visual, audio, film and video recordings of the artists appearing at the Festival, of visitors or of the Festival infrastructure is prohibited without the written consent of the Organiser. Any violations will be prosecuted.
- In the case of the failure to observe these prohibitions, the Organiser expressly reserves the right to assert all legal claims under all legal titles.

2.3 Noise emissions

- There can be a possible risk to hearing and health at the concerts due to the sound volume. Earplugs are provided at the entrances and the cloakrooms. The Organiser accepts no responsibility of any kind for damage to the hearing or to health.

3. Access to the Festival grounds / to the concerts

3.1 Safety

- The stewards appointed by the Organiser carry out security and admission checks at all official entrances and throughout the complete Festival area during the entire duration of the event. The instructions of the stewards must be strictly followed under all circumstances.
- The stewards appointed by the organiser has the right A) to refuse the event visitor admission to the event without compensation or B) to exclude the event visitor from the event without compensation during the event if the event visitor does not fulfil the admission requirements, in particular also due to the currently applicable Covid measures, or if the event visitor does not comply with the organiser's safety and/or implementation regulations despite being requested to do so by ZU or its support staff. The exclusion can refer to an individual event or the entire festival.
- It is generally prohibited to bring glassware, beverage cans, pyrotechnic articles and weapons of all kinds onto the Festival sites. Failure to comply with this provision will lead to expulsion from the Festival grounds. The Organiser also expressly reserves the right to take any further legal action.

3.2 Entry

- With the purchase of the ticket you receive a revocable right to attend the event.
- The ticket will be checked at the official entrances of the organiser (barcode) and exchanged for a control wristband if necessary. With a ticket for one of the main concerts (Marquee Stage, The Alex, Sunnegga, Loft, Jazz Club) access to the respective locations is guaranteed under the conditions mentioned in 3.1. For all locations and events accessible with the Unplugged Pass, admission is not guaranteed or only possible if capacity is available.
- The instructions of the stewards must be strictly followed under all circumstances.
- Lost or damaged tickets will not be replaced.
- Damaged wristbands that are not worn around the wrist do not entitle to use of services of the organizer and are invalid.

3.3 Claim for refund

- The return, refunds and exchange of tickets is generally excluded.
- In the case of the definitive cancellation of an event without a replacement programme, the cost of the concert ticket will be refunded. Only the nominal value printed on the ticket without fees will be refunded, whereby the organiser is entitled to reduce the nominal value or refund amount by a maximum of 10% for objectively justified reasons.
- In order to obtain a refund, the original tickets for cancelled events must be sent by registered mail or be presented to the following address, quoting the respective account details, no later than 10 days after the cancellation of the relevant event (according to the date of the postmark): Zermatt Unplugged Association, Bahnhofstrasse 84, 3920 Zermatt
- The refund will not be paid in cash, but by transfer to the bank or post office account quoted by the customer. In the case of payments that have been made by credit card, we will only refund the corresponding amount to the credit card that was originally used for the purchase. The processing charge will not be reimbursed.
- No claims against the Zermatt Unplugged Association will be accepted after the specified period of 10 days has expired.

3.4 Resale of tickets

- The purchase of tickets from the Organiser for resale purposes is generally prohibited. Buy tickets only through the channels announced by the organiser! (www.zermatt-unplugged.ch / Seetickets.ch / Raiffeisen Memberplus). Tickets that have not been purchased from official outlets are invalid, and will not be replaced by the Organiser.

4. Privacy

- The organizer may save the data of the purchaser from the ticket sale and use, process, and utilize for their own communication purposes. There is no transfer of the data to third parties. The customer hereby agrees.
- The organiser undertakes to delete the personal data collected during admission registration after 14 days.
- By purchasing concert tickets, you acknowledge that you have read and understood the [privacy policy](#).

5. Liability

- The Organiser disclaims all liability for its own actions and for the actions of third parties, unless otherwise provided by mandatory legal provisions. In particular, the Organiser is not liable for personal injury, damage to property or pecuniary losses to Festival visitors or stand operators that are caused by third parties.
- The Organiser is not responsible for lost or stolen items. Lost property will be handed over to the Zermatt municipal police after the festival.

6. Compensation for damages

- Compensation claims arising from positive breach of contract, negligence when entering into a contract and unauthorised action are excluded, insofar as the Organiser, his legal or statutory representatives or his agents have not acted intentionally or with gross negligence. In cases of minor negligence, compensation claims arising from impossibility of provision and delay are limited to the replacement of the foreseeable damage.

7. Payment conditions

- The organizer generally adheres to a payment term of 60 days.
- Advance payments are made as contractually agreed.

8. Final provisions / Place of jurisdiction

- Changes to these General Terms and Conditions must be in writing.
- No additional agreements will be made.
- The Organiser reserves the right to amend these General Terms and Conditions at any time.
- The general contractual conditions are considered to be an integral part of all contracts regarding Zermatt Unplugged,
- The place of jurisdiction and place of performance for all disputes arising from these general contractual conditions is agreed to be Visp / Vs.
- In addition, the General Terms and Conditions of the See Tickets ticket system under support.starticket.ch will also apply.