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General Terms of Use and Data Protection of Jungfrau Region Tourismus AG, Interlaken, Switzerland

Art. 1. **Important legal information**

By using the websites of the Jungfrau Region Tourismus AG (hereinafter referred to as JRT), the user accepts these General Terms of Use. If the user does not wish to accept these General Terms of Use, he must cease to use the website immediately. [The General Terms and Conditions \(GTC\) of JRT](#) also apply to bookings and orders made via the shopping basket on the website. The following websites are subject to these General Terms of Use (GTU): jungfrauregion.ch, grindelwald.ch, wengen.ch, mymuerren.ch, mylauterbrunnen.ch (hereinafter referred to as JRT websites).

Anyone opening a user account on one of the JRT websites accepts the General Terms and Conditions and the General Terms of Use of the Jungfrau Region Tourismus AG and, in particular, agrees to the electronic storage and processing of any data they provide or generate.

Art. 2. **Copyright, trademark rights and other property rights**

The entire content of the JRT websites is protected by copyright. All rights belong to JRT or third parties. Source texts, software used, etc., are protected by copyright and may not be copied, encrypted, downloaded or otherwise used in any form.

Any form of duplication of this material or parts thereof, or the reproduction, transfer, modification, linking or use of the JRT websites for public or commercial purposes without the prior written consent of JRT is prohibited.

As a general rule, the various elements (names, logos, etc.) on the JRT websites are registered, protected trademarks and/or protected by copyright. Photographs, texts, etc. are protected by copyright. Using the JRT websites does not grant the user any licence or right to use pictures, registered trademarks, logos, texts, etc. Downloading or copying one of the JRT websites or parts thereof confers no rights whatsoever in respect of the software or elements of the JRT websites. JRT reserves all rights in respect of all elements on the websites, with the exception of rights belonging to third parties.

Art. 3. **No guarantee for website content**

While JRT endeavours to keep the content of its websites up to date, it cannot guarantee the reliability, accuracy or completeness of the information contained therein. In particular, this also applies to descriptions of locations, facilities and services. Travel itineraries, information on infrastructure, opening times of public facilities such as swimming pools, ice rinks, etc., timetables for trains and transport facilities, weather conditions, specified distances, etc., are intended purely for general information and, as such, carry no guarantee and are non-binding. The Jungfrau Region Tourismus AG wishes to make the user aware of the fact that local conditions can change rapidly due to weather, etc. The individual service providers are responsible for decisions relating to opening hours and the operation of their facilities.

Information published on the jungfrauregion.ch website may be changed at any time without prior warning.

Art. 4. **Published services**

Information, packages, excursions and other tourist-related services, as well as prices published on the JRT websites do not constitute binding offers. The Jungfrau Region Tourismus AG and its partners expressly reserve the right to change or remove from the website all published services, information, prices, etc. at any time and without prior warning.

Art. 5. **Prices**

All prices are expressly subject to change. Prices in Swiss francs (CHF) are definitive. Any prices in Euros (EUR) are purely for information purposes and are non-binding. These prices will generally have been calculated at the applicable rate on the date the text was first published. The EUR price may have since changed due to fluctuations in the exchange rate. The fact that a price is specified in EUR does not mean that the booked services can be paid for in EUR. If it is possible to pay in EUR, the daily exchange rate will always be applied to convert the CHF price into EUR.

Art. 6. **Website functionality**

JRT cannot guarantee the uninterrupted operation of the JRT websites. Interruptions to website services may occur, in particular as a result of maintenance work, updates, etc. JRT is not liable for the consequences of such interruptions; in particular, liability for indirect and consequential loss or damages of any kind is excluded. JRT wishes to make the user/customer aware of the fact that the majority of its communication takes place via insecure connections. The user/customer is responsible for taking the necessary and appropriate precautions against viruses and other malware. JRT is not liable for loss or damages caused by viruses, malware, etc.

Art. 7. **Links to other websites**

The JRT websites contain links to websites operated by third parties which may be of interest to the user. When activating these links, the user may be directed away from the JRT websites or summaries of third-party websites may be displayed within the context of the JRT websites. JRT has not carried out any checks whatsoever on third-party websites accessible via links on its own website and is in no way responsible or liable for their content or effective operation. This applies regardless of whether activating the link directs the user away from the JRT websites or a display appears within the context of the JRT websites, and even if – in the latter case – the information provider of an external website is not immediately obvious. Establishing links or consulting websites operated by third parties is at the sole risk and peril of the user.

Art. 8.

Data protection

JRT attaches great importance to data protection. JRT wishes to make the user aware of the fact that by visiting the JRT websites and reading the newsletter, he automatically provides JRT with information which enables it to determine how visitors use the websites and newsletter, and which information and offers are of particular interest. This data is collected and assessed in anonymised form. Data processing is intended to enable JRT to tailor its website and its own range of services to the needs of its users. Data processing is also carried out for market analysis, statistical and marketing purposes.

If the user registers personally, makes bookings via one of the JRT websites or requests information or other services, JRT will require personal information from the user, e.g. name and address. To the extent that such services are provided by third parties, JRT will forward the data provided by the user to the relevant service providers. By providing JRT with this data, the user automatically authorises JRT to do so. Data is also processed for the individual information of users and customers.

JRT is authorised to process the data itself or commission third parties to process the data on its behalf. Such third parties may also be located abroad.

JRT or service providers may be obliged to forward data to the authorities in accordance with statutory provisions or administrative orders.

JRT or commissioned companies may process the data in anonymised form in order to identify the interest in Switzerland's wide-ranging tourist services, and thus to determine how these services can be best designed to satisfy demand and to share this knowledge with Swiss tourism companies.

Any other usage of the user's personal details, in particular their sale to third parties, is expressly excluded.

Cookies

Cookies are small data elements that a website may send to the user's browser to provide further support when using database-assisted systems. The user can set his browser in such a way that it informs him when a cookie has been received or automatically declined. The user can therefore decide which setting he wishes to adopt. However, if the user declines a cookie, he will not be able to open a personal customer account on the JRT websites ([see GTCs](#)) or make online bookings.

This website uses Google Analytics and Google Remarketing

These are services provided by Google Inc. (hereinafter referred to as "Google"). Google uses cookies, which are text files that are saved on your computer in order to analyze your use of the website. The information generated by a cookie about the way you use the website (including your IP address) is transmitted to and saved on a Google server in the US. Google observes the data protection provisions of the U.S.-Swiss Safe Harbor Agreement and is registered as a certified Safe Harbor company with the United States Department of Commerce.

The following anonymized data can be saved and analyzed in connection with the use of this website:

- IP address
- Sites that are visited and their order (a tracking cookie may be installed)
- Operating system and browser being used
- Date and time when the site was visited
- Address of the previous website if a direct link on it led you to the current site

Google uses this information to analyze how you use the website, to compile reports about web activities for JRT, and to provide other services in connection with internet use. Google may transfer this information to third parties, provided that doing so is prescribed by law or if Google orders a third party to process the data. Third-party providers, including Google, can activate ads on websites and use the cookies that are stored in order to activate ads on the basis of the user's prior visits to the site.

Under no circumstances will Google associate your IP address with other data that it has. Permission to collect and save data can be revoked at any time, but not retroactively. Most internet browsers allow you to deactivate cookies (see the instructions in your browser). We need to point out, however, that deactivating cookies may restrict some of the functions of this and other websites. By using this website you agree to have Google process the data that has been collected about you in the ways and means and for the purpose described above. Permission to collect and save data can be revoked at any time, but not retroactively.

[Notes about the terms and conditions of Google](#)

Privacy Policy for the use of Facebook-Plug-ins (Like-Button)

On our websites plug-ins of the social network Facebook, 1601 South California Avenue, Palo Alto, CA 94304, USA are integrated. You recognise these plug-ins by the Facebook-logo or the Like-Button on our site. For an overview of Facebook plug-ins, please see here: <http://developers.facebook.com/docs/plugins/>.

If you visit our websites, a direct connection between your browser and the Facebook server is established by this plug-in. By that Facebook receives information that you have visited our websites with your IP-address. If you click the Facebook-Like-button while you are logged on to your Facebook account you may link the contents of our websites to your Facebook account. Thereby Facebook can associate your visit of our websites to your Facebook account.

We would like to point out that we as providers of these websites do not obtain knowledge about the contents of the transmitted data as well as the use of such by Facebook. For further information, please check the Privacy Policy of Facebook under <http://de-de.facebook.com/policy.php>.

If you do not wish that Facebook associates your visit of our websites to your Facebook account, please log out of your Facebook account.

Privacy Policy for the use of Google +1

Collection and forwarding of Information: By using the Google +1 button you may publish information worldwide. Via the Google +1 button you and other users receive personal-related contents from Google and our partners. Google stores the information that you have voted +1 for contents as well as information about the website that you were visiting as you clicked the +1 button. Your +1 votes may be published or displayed as notices together with your profile name and your picture at Google services, such as search results, your Google profile or at other places on websites.

Google records information about your +1 activities in order to improve the Google services for you and others. To be able to use the Google +1 button you need a globally visible, public Google profile which must contain at least the user name chosen for this profile. This name will be used for all Google services. In some cases this name may be replaced by another name which you used when sharing contents via your Google account. The ID of your Google account can be displayed to users who know your e-mail address or possess any other information identifying you.

Use of collected information: Besides the above mentioned designated purposes, the details provided by you are treated according to current Google data protection regulations. Google may publish summarised statistics about +1 activities of users or pass those statistics on to users and contractual partners like publishers, advertisers or linked websites, respectively.

Privacy Policy for the use of Twitter

On our websites functions of the service Twitter are integrated. These functions are offered by Twitter Inc., 795 Folsom St., Suite 600, San Francisco, CA 94107, USA. By using Twitter as well as the function "Re-Tweet" websites visited by you are linked to your Twitter account and posted to other users. In doing so, data will be transmitted to Twitter.

We would like to point out that we as providers of this websites do not obtain knowledge about the contents of those data. For further information, please check the Privacy Policy of Twitter: <http://twitter.com/privacy>.

The privacy settings of your Twitter account can be adjusted under <http://twitter.com/account/settings>

Privacy Policy for the use of Instagram

On our websites functions of the service Instagram are embedded. These functions are offered by the Instagram Inc., 1601 Willow Road, Menlo Park, CA, 94025, USA. If you are logged in to your Instagram account you can link contents of our websites with your Instagram profile by clicking the Instagram button. By this Instagram will associate the visit of our websites with your user account. We would like to point out that we, as providers of these websites, do not obtain knowledge about the contents of transmitted data as well as their use by Instagram.

For further information, please review the Privacy Policy of Instagram: <http://instagram.com/about/legal/privacy/>.

Transmission of e-newsletters and emails

JRT sends out info newsletters containing further information, e.g. on updated websites or special offers by

email. The customer is automatically subscribed to a newsletter in his user account. The customer can unsubscribe from the respective newsletter mailing list at any time (Opt-out). JRT wishes to make the customer aware of the fact that emails are generally transmitted in non-encrypted form and that such data may be intercepted and read by third parties.

Opt-out policy

Users may unsubscribe from the jungfrauregion.ch newsletter at any time. Each newsletter contains a direct link which enables users to unsubscribe easily and automatically.

Liability provisions

JRT will endeavour to keep the information on its websites up to date. Nevertheless, it accepts no liability for the completeness or accuracy of this information. In particular, JRT does not guarantee uninterrupted operation or uninterrupted accessibility of the websites. JRT does not accept any liability for the consequences of an interruption to operations, website unavailability, or disruption or an interruption to communication or the booking procedure. In particular, but not exclusively, this affects indirect and consequential damage, lost profits and loss of use of any kind.

The user/customer uses third-party websites or parts thereof at his own risk. JRT is not liable for the content of such websites, etc., nor can it guarantee that they are free from malware (such as viruses, etc.).

Law and place of jurisdiction

Use of the JRT websites is subject exclusively to **Swiss law**. The exclusive **place of jurisdiction is Interlaken, Switzerland**.

General

This page was last amended in July 2014. If you have any questions or comments about our legal information or data protection, please contact us at info@jungfrauregion.ch.

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