

# Terms and Conditions for the "FAIRTIQ Campaign with HotelCard" Prize Draw

## 1. **Subject Matter**

1.1 These terms and conditions govern participation in the prize draw organised by FAIRTIQ AG, Aarberggasse 29, 3001 Bern, Switzerland (hereinafter referred to as "FAIRTIQ" or "Organizer"),

in collaboration with

HotelCard, Okenstrasse 6, 8037 Zurich, and Huus Löwen, Dorfstrasse 29, 9108 Gonten, Switzerland, which provide and deliver the grand prize.

1.2 By registering and entering the prize draw, participants accept these terms and conditions.

## 2. **Conditions for prize draw Participation**

2.1 The prize draw begins on May 1, 2025, and ends on May 31, 2025. Participants are eligible for the prize draw when they refer the FAIRTIQ app to their friends or family. This information is available at <https://fairtiq.com/en/hotelcard-mgm>. Participation is only possible and will only be considered during this period.

2.2 Eligible participants must be residents of Switzerland and at least 18 years old. All persons involved in the planning and execution of the prize draw are excluded from participation.

2.3 Participants must also meet the following conditions:

- Be registered in the FAIRTIQ app (hereinafter referred to as "App") with a valid email address; and
- Have referred FAIRTIQ to friends and family between May 1, 2025, and May 31, 2025. The referral will count if:
- The referred person takes a trip using public transportation with FAIRTIQ. They must complete the check-in and check-out correctly at two different stops using the app, and the trip must be successfully billed.

- The trip takes place within Switzerland.

2.4 Participation in the prize draw itself is free of charge; participants are only responsible for the regular costs of their trips made using the FAIRTIQ app. The Organizer will inform participants about the prize draw during the participation period and notify the winners. If participants do not wish to receive further information about the prize draw, they can opt out via the link at the bottom of the emails. If it is not possible to notify a participant of their win due to unsubscription, the affected participant will not be eligible to win.

### **3. Prize Details, Winner Selection, Winner Notification, and Prize Distribution**

3.1 The winner, determined at the end of the prize draw, will receive the following prize:

| <b>Prizes<br/>(selected by random<br/>draw)</b> | <b>Maximum<br/>Number of<br/>Winners</b> | <b>Prize (No Cash Alternative)</b>  |
|---|--|---|
| 1st prize                                       | 1  | <p>2 hotel nights at the Appenzeller Huus – Huus Löwen, including:</p> <ul style="list-style-type: none"><li>• Breakfast</li><li>• CHF 100 credit for food and drinks</li></ul> <p>Booking upon request only and directly with the hotel, subject to availability. Public holidays and school vacation periods are excluded. Taxes are not included in the price.</p> |

3.2 The prize cannot be paid out in cash, exchanged, or transferred to other persons. The first-place prize will be awarded directly to the winner by Huus Löwen.

3.3 The winner will be selected in June 2025 via an independent, computer-based random draw.

3.4 The winner will be promptly notified by email at the address provided in the FAIRTIQ app and asked to confirm their acceptance of the prize within four weeks. If the provided contact information is incorrect (e.g., invalid email address) or if technical issues on the participant's side prevent the receipt of the notification (e.g., delivery to the spam folder), the Organizer is not obligated to make further attempts at contact. Any disadvantages resulting from incorrect contact

information or technical issues on the participant's side will be the participant's responsibility.

3.5 If a participant declines the prize or fails to confirm their acceptance of the prize within four weeks, the prize will be forfeited without substitution. In this case, the Organizer reserves the right to select another winner through an independent, computer-based random draw. The selection process will follow the same procedure as described in 3.4.

#### **4) Premature Termination, Adjustment, or Modification of the prize draw and Exclusion of Participants**

4.1 The Organizer reserves the right to make adjustments and suspend, terminate, or extend the prize draw at any time due to internal or external circumstances (e.g., force majeure, technical issues, deactivation of websites/apps, manipulation by third parties/participants, or other important reasons) without participants having any claim against the Organizer.

4.2 The Organizer reserves the right to exclude participants from the prize draw if misuse and/or violations of these terms and conditions are suspected or identified.

#### **5) Liability**

5.1 The Organizer is liable without limitation for damages caused by gross negligence or willful misconduct, as well as for damages arising from injury to life, body, or health, and for cardinal obligations—those obligations so essential that the continuation of the contract would be unreasonable without their fulfilment. In the event of slight negligence of cardinal obligations, FAIRTIQ is liable only for foreseeable, contract-typical damages. Liability under the Product Liability Act remains unaffected. Compensation for slight negligence is excluded, as far as legally permissible.

5.2 Where the liability of the Organizer is excluded or limited, this also applies to the personal liability of the Organizer's employees, representatives, and agents.

## **6) Miscellaneous**

6.1 The Organizer is solely responsible for the implementation of the prize draw.

6.2 By accepting the prize, the winner agrees to all conditions associated with the prize. If the redemption of the first prize is not possible due to the actions or omissions of the winner or their companion, the claim to the prize will be void, and the Organizer reserves the right to select another winner through an independent, computer-based random draw.

6.3 The prize is non-transferable, meaning winners are not permitted to resell or transfer the prize in any other way.

## **7) Exclusion of Legal Recourse**

Legal recourse is excluded for the implementation and coordination of the prize draw.

## **8) Validity of the General Terms and Conditions of the FAIRTIQ App**

Otherwise, the [general terms and conditions and privacy policy](#) for the use of the FAIRTIQ app and the purchase of electronic tickets via FAIRTIQ apply.

## **9) Applicable Law**

The prize draw is governed exclusively by Swiss law. However, the legal provisions regarding the limitation of choice of law and the applicability of mandatory provisions, particularly of the country in which the customer as a consumer has their habitual residence, remain unaffected. The exclusive jurisdiction for all disputes between FAIRTIQ and the customer is Bern (Switzerland), where applicable.