

## General Terms and Conditions

These General Terms and Conditions (GTCs) apply to the climbing and bouldering operations as well as the sales wall of o'bloc AG

### 1. Scope

These GTCs form part of the contract between the users of the O'BLOC climbing and bouldering gym in Ostermundigen and o'bloc AG as operator. o'bloc AG may amend these GTCs and the gym regulations at any time. Changes take effect as soon as they are posted in the gym and on the website. Users cannot derive any rights from such changes.

### 2. Conclusion of contract

A contract is concluded upon purchase of an admission card, booking of a climbing course, or purchase of a product. The current price list is available on the website. A deposit of CHF 10.– or CHF 15.– is charged on the admission card. If the card is lost, the right to a refund of the deposit is forfeited. Administrative changes to contracts are charged at a flat rate of at least CHF 75.00.

### 3. Opening hours

Opening hours are posted in the gym and on the website.

### 4. Single-entry tickets

Single-entry tickets are personal and non-transferable. Misuse leads to immediate withdrawal and may result in a ban on using the gym. Users with a 70-minute entry pay a reduced fee. After 70 minutes, the reduction expires.

### 5. Multi-entry tickets

Multi-entry tickets (twelve- and six-month season tickets, multi-entry cards, etc.) are personal and non-transferable. Validity begins on the purchase date. Multi-use tickets cannot be refunded, changed or transferred. Misuse leads to withdrawal and may result in a gym ban and legal action.

In exceptional cases (e.g. pregnancy, illness, accident, stays abroad), the management may agree to suspend season ticket validity for 30–90 days. In all cases, the reason for suspending the ticket (doctor's note, confirmation of reservation etc.) must be provided in writing. A processing fee of CHF 75.00 will be charged.

Persons with a discounted multi-entry ticket must show gym staff proof of their age or the status giving them the right to a discount (e.g. club membership).

### 6. Vouchers

Purchased vouchers cannot be refunded. Validity begins on purchase and ends no later than five years after issue.

### 7. Sector closures

Sectors of the gym may be temporarily closed for route setting or special events. No compensation claims arise.

### 8. Requirements, conduct and liability

Use of the facility requires good physical and mental condition.

Climbing and bouldering involve residual risk. Visitors use the facility at their own risk. o'bloc AG accepts no liability. Users must follow safety guidelines, gym rules and staff instructions.

Valuables should be stored securely. o'bloc AG accepts no liability for losses.

### 9. Lost property

Items left on the premises are considered ownerless after three months and may be sold at the flea market held every six months.

## 10. External courses

External instructors bear full responsibility for their participants and must sign the relevant form before giving a course.

### 11. Damage

o'bloc AG may claim compensation for any intentional damage or soiling caused to property.

### 12. Data protection

User data is processed by o'bloc AG. The current privacy policy is published in the gym and online.

### 14. Prepayments

Users may make cashless prepayments on admission cards. Credit is limited to CHF 1,500 and bears no interest. No cash payouts are made.

Users must protect their admission card against misuse. o'bloc AG assumes no liability for loss or theft.

### 15. Courses

Additional course GTCs apply.

### 16. Applicable law and place of jurisdiction

Swiss law applies. Bern is the sole place of jurisdiction.

## GENERAL TERMS AND CONDITIONS FOR COURSE AND EVENT OPERATIONS OF O'BLOC AG

### 1. General / Scope

The current course and event GTCs are supplementary to the general GTCs and gym regulations of o'bloc AG and do not replace them.

### 2. Registration / Conclusion of Contract

Courses are published on the websites. Registration is possible while places are available. By registering, participants accept these GTCs. Once enough course places have been filled, a binding confirmation is sent by email and payment becomes due.

### 3. Course fees / Payment

Course fees are stated in the course as advertised. The full price is payable on the first course day. Events may be invoiced.

### 4. Cancellation / Missed courses

There is no charge for cancelling course attendance up to two working days

before the start of the course. If the cancellation is received later, course costs must be paid in full.

Events may be cancelled up to 14 calendar days before start; an administrative fee will be charged. Later cancellations require full payment.

Missed course days cannot be refunded or made up at a later date.

### 5. Liability / Insurance

Participation is at your own risk. o'bloc AG and instructors decline all liability. Insurance, especially accident insurance, is the participant's responsibility. o'bloc AG recommends taking out cancellation insurance.

### 6. Exclusion

Participants who do not meet requirements or whose behaviour is unacceptable may be excluded from a course without compensation.