

General Terms and Conditions (GTC) of Smilestones AG



1 Subject matter and application of the GTC

These General Terms and Conditions regulate the relationship between the customer/visitor/service recipient (hereinafter referred to as "Customer") and Smilestones AG (hereinafter referred to as "Smilestones"). The actual conclusion of a contract between the Customer and Milestones is effected by the purchase of a ticket, a service, goods or a consumption. These GTC are part of every contract between Smilestones and a Customer. Customers can be both natural and legal persons who enter into a contractual relationship with Smilestones.

2 Tickets

Only customers with a valid ticket are permitted enter the premises of Smilestones. The tickets entitle the customer to enter and stay on Smilestones premises during the published opening hours.

The tickets have to be presented or validated when entering Smilestones' premises and then kept and carried throughout the premises of Smilestones. Resale of tickets or any other commercial use is prohibited.

3 Conditions

3.1 Prices

The prices for the purchase of a ticket, a service or goods from Smilestones are shown in Smilestones' current price lists, on-site or on the website. Unless otherwise stated, all prices are quoted in Swiss Francs and include value added tax. Prices are subject to change without notice.

Tickets purchased without authorisation or which have been misused lose their validity and have to be returned to Smilestones without replacement. Criminal charges can be filed against the persons concerned.

3.2 Complaints

The Customer is obliged to immediately check the correctness of the purchased service or goods or the confirmation immediately upon receipt. A complaint can be made personally, by telephone or in writing (email or letter). If the Customer fails to check the purchased service or goods immediately after receipt and to submit a complaint, the service of Smilestones is considered as being approved.

3.3 Payment terms

The purchase of a ticket, service or merchandise can be paid for in Swiss Francs on-site in cash or with those credit or debit cards accepted by Smilestones, or with coupons or vouchers. The cash payment in Euro will be converted into Swiss Francs at the daily exchange rate set by Smilestones. Purchases against invoice are only possible after consultation with Smilestones; a processing fee of CHF 10 is due for invoice amounts of less than CHF 200. The payment of the invoice is only possible in Swiss Francs.

4 Further provisions

4.1 Safety

Safety has the highest priority. The customer is responsible for complying with the safety regulations. The instructions of Smilestones' personnel have to be followed at all times and immediately. Emergency exits and escape routes have to be kept completely clear at all times. In the event of an uncertainty, technical problems, extraordinary events or damage, a Smilestones employee has to be contacted and informed immediately (telephone: +41 52 674 70 70).

Customers have to follow the instructions for use, operating instructions as well as directives given by Smilestones employees. If they do not comply with such instructions, Smilestones employees can expel them from the premises without this giving rise to a claim for compensation. Smilestones shall not be liable for any damage resulting from non-compliance or non-observance of instructions.

Any tampering with or climbing onto the exhibition area, except for the objects and attractions intended for such purpose, are strictly prohibited. In order to maintain a safe operation of the exhibition, touching any installations is strictly prohibited.

4.2 Duty of supervision

Children under 12 years of age need to be accompanied by an adult in order to access Smilestones. Parents or guardians must carefully fulfil their duty of supervision. If parents or guardians do not fulfil their duty of supervision, they are liable for all damages caused by the children.

4.3 Exhibition area

Smilestones always endeavours to keep the availability of the exhibition, the installation sections and the attractions as high as possible. However, Smilestones cannot guarantee the availability. In addition, the exhibition has a limited capacity and no use or visit can be guaranteed. Individual installation sections or action points can be switched off for maintenance and repair purposes or because of other technical disturbances without advance notice.

Smilestones' exhibit is constantly being renovated and extended. Certain immissions and restrictions during opening hours are unavoidable. The times of guided tours are published on the Internet at www.smilestones.ch as well as on-site. We reserve the right to make changes at short notice.

The non-availability or restriction of individual or all exhibition areas, installation sections, action points and/or attractions does not entitle to a claim for damages or compensation against Smilestones.

4.4 Photographic and video recordings

Photography and filming for private purposes are permitted. For publications and/or commercial purposes, a written permission from Smilestones is required and the source has to be stated. Smilestones may charge fees for such recordings. The rights of photographic and video recordings made on the premises of Smilestones remain in principle with Smilestones. Smilestones is authorized to make photographic and video recordings, also in connection with public and private meetings organized by the customer. The customer provides Smilestones with all photographic and video recordings of Smilestones made by him or by commissioned third parties free of charge upon request. The use of photographic material for references and sales documentation must be agreed between the Customer and Smilestones taking into account privacy protection issues. Surveillance videos may be recorded throughout Smilestones' premises for security purposes.

4.5 Gastronomy and picnics

Eating and drinking is only permitted in the bistro and in the designated areas. Eating and drinking is not permitted in the exhibition space. This does not apply to catering services organised by Smilestones in the designated areas. Picnics need special permission by Smilestones.

4.6 Advertising, sales and give-aways

Any advertising and the sale of services and goods or the distribution of gifts and information material is not permitted on the premises of Smilestones. Exceptions may be made after prior agreement and with the written consent of Smilestones.

4.7 Parking, delivery, cargo handling

Parking is only permitted on the defined and marked parking lots. Vehicles of suppliers, organisers and visitors are to be parked on the public parking lots around the Rhine Falls. Smilestones does not assume any liability or responsibility for damages on or fines incurred by parked vehicles. Unauthorised parked vehicles will be towed away at the owner's expense. All deliveries must be registered with Smilestones with sufficient lead time. The defined areas for delivery and goods handling may only be occupied for a short period of time and for loading and unloading. Goods must be delivered outside opening hours.

4.8 Smoking

Smoking is strictly prohibited in the Smilestones building. Ashtrays are available for smokers in the outdoor area.

4.9 Animals

Animals are not permitted on Smilestones premises (except for guide dogs).

5 Liability

Smilestones rejects all liability for personal injury and damage to property resulting from misconduct on the part of the Customer, his guests or third parties commissioned by him. The use of the attractions, installations and offers is at customer's own risk. Smilestones rejects any liability, except for damage caused by intention or gross negligence. Moreover, Smilestones cannot accept any liability for indirect or consequential damages.

Smilestones accepts no liability for theft; in particular, the use of lockers and cloakrooms is at the user's own risk.

6 Data protection

The current regulations for data protection can be found in Smilestones' data protection statement. The data protection statement is an integral part of these General Terms and Conditions of Smilestones AG.

7 Final provisions

Smilestones expressly reserves the right to change these General Terms and Conditions at any time and without prior notice.

In case one or more provisions of these GTC should be or become ineffective or contain a gap, the effectiveness of the remaining provisions shall remain unaffected.

Exclusively **Swiss substantive law** is applicable. The place of jurisdiction is **Schaffhausen**.

Neuhausen am Rheinfall, 19.11.2018