

## **Eringer Gift Voucher: General Conditions**

## I. General provisions

The Eringer gift voucher ("Voucher") is a means of making payment, including a customer credit, to the Eringer Hotel (the "Hotel") located at 21 Route des Indivis 21, 1987 Hérémence. These general conditions govern the relationship between the voucher holder ("Client") and the Hotel. The Client accepts the general conditions relating to the Voucher and undertakes to respect them.

### 2. Conditions of use

The Voucher can be used as a means of payment for services and products at the Hotel.

The credit (sum total or balance) of the Voucher cannot be converted into case, and the amount remaining on the Voucher cannot be reimbursed in cash. Reversal and topping-up of the Voucher are not permitted.

The Hotel reserves the right to ask the Client to present an official identification document and to provide clarification with regard to the benefit holder. In cases of doubt, the Hotel reserves the right to refuse payment made using the Voucher.

Whenever the Voucher is used, the Client must sign the invoice showing the total value of the service purchased; this total will be deducted from the Voucher. If there is any doubt regarding the balance of the Voucher, the dated and signed invoices shall bear witness.

# 3. Validity and validity expiry date

The Eringer Gift Voucher is valid for five years from the date shown on the Voucher. The credit on the Voucher shall lapse two years after the Voucher is last used. Consulting the balance shall not constitute use of the Voucher.

## 4. Obligation of diligence on Voucher holder

The Client must take proper care of the Voucher and prevent its misuse in any way by third parties. The Client shall accept all transactions made using his Voucher and shall bear all the consequences of these.

## 5. Responsibility

The Voucher must be handled in the same way as ready money. The Hotel shall not be held responsible if the Voucher is lost or stolen. In the event of loss or theft, the



balance of the Voucher shall not be reimbursed. Damaged vouchers still containing a balance cannot be replaced.

#### 6. Purchase and resale

Vouchers shall be produced and issued exclusively by the Hotel. Resale of vouchers to individuals or to companies is not authorised.

## 7. Costs and interest

Payment of services with the Voucher shall not give rise to costs, and the credit on the Voucher shall not bear interest.

# 8. Data protection

In principle, no personal data shall be required or recorded. If, however, any data are collected, they shall be used for processing of orders / reservations only. All personal data shall be processed with the greatest of confidentiality and in accordance with the principles of data protection law. For further information, please refer to the General Conditions and the Confidentiality Policy.

### 9. Jurisdiction and applicable law

Swiss law shall be applicable. Any differences arising between the parties from or in connection with the general conditions concerning the Eringer Gift Voucher shall be settled exclusively and definitively by the District Court of Hérens et Conthey.

#### 10. Amendments and additions

The Hotel reserves the right to amend the present general conditions concerning the Voucher at any time. In case of doubt or difference between the French and English versions, the French version of the general conditions shall prevail.

Hérémence, 21 February 2022