

GTC for the purchase and use of a GA travelcard.

Preliminary remarks.

Carriage of passengers with General Abonnement travelcards (hereinafter "GA") is subject to the tariffs of the Swiss public transport enterprises (hereinafter "PTEs"), and in particular the tariff for GA, Half-Fare and Track 7 travelcards of the PTEs (hereinafter Tarif 654). All of these tariffs can be viewed either at the staffed sales offices or at sbb.ch/tarif. **The following conditions are an excerpt from these tariffs and cover the key provisions governing the relationships** between the holder of the GA travelcard (hereinafter "passenger") or the contracting party respectively, and the PTEs as represented by Swiss Federal Railways SBB, 3000 Berne 65 (hereinafter "SBB").

«SwissPass» card.

When the passenger purchases a GA travelcard, a personalised card (hereinafter SwissPass) is issued in his or her name. The services (e.g. the GA travelcard) are referenced on the SwissPass and monitored via the RFID chip. No reference to the service purchased (type and validity period) is printed on the card. The SwissPass provisions are set out in the General Passenger Tariff (Tariff 600). For services beyond the range of public transport products, the respective general terms and conditions of the SwissPass partners also apply

To allow for orderly ticket inspections to be performed, the SwissPass must always be presented in its original state (e.g. without a protective cover nor in a wallet). The SwissPass must be handed over to the ticket inspector each time.

The cards remain the property of the PTEs and can be reclaimed in justified cases.

The GA travelcard and the GA area of validity.

The GA travelcard is personal and non-transferrable. It entitles the holder to unlimited travel in the respective class on the routes within the GA area of validity and half-price travel on routes within the Half-Fare area of validity that are outside the GA area of validity. In the case of short routes, discounted tickets or combined offers with add-ons, the discount may be less than 50 percent. The PTEs may make changes to the area of validity at any time. These will be announced on voev.ch/tarife.

Purchase of GA travelcard.

The GA travelcard can be purchased by sending a completed and signed order form.

Alternatively, it may be purchased at a staffed sales office or on sbb.ch. The contracting party must sign a contract when concluding the purchase. If the purchase is effected online, the contract is concluded through acceptance of the GTC.

If the passenger is not the contracting party, the order form/contract must be signed by the contracting party.

Duties of the contracting party

By signing the contract, the contracting party undertakes to pay all demands on time. He or she must pay each invoice at the latest by the day before the next travelcard period (one year or one month) to avoid defaulting.

The contracting party must report any changes to the details provided at the time of purchase within 15 days. This can be done either verbally at a sales office or in writing to the SBB Contact Centre, GA Service Centre, P.O. Box, 3900 Brig. Alternatively, the details can be updated on swisspass.ch. He or she must also submit the documents required for service provision (e.g. proof of residence, photo) in good time.

Contract duration.

The contract signed at the time of the initial purchase will remain valid for an unlimited period until it is cancelled. SBB reserves the right to terminate the contract at any time in justified cases.

Payment methods.

Each invoice covers the amount for the payment interval (monthly or yearly) as selected by the contracting party. The contracting party can choose between the following payment methods:

- on receipt of invoice
- by direct debit via one of the Swiss banks or Swiss Post's Debit Direct service (for follow-on billing only)
- by credit card, debit card or cash payment at a staffed sales office
- by credit card or debit card on sbb.ch (on first purchase)

Late payments.

The contracting party will be in default without a reminder if he or she does not pay on time. If a reminder of an outstanding payment is sent to the contracting party, he or she will be charged CHF 15.–. If a collection case is created, an additional annual interest rate of up to five percent from the due date onwards may apply in addition to administrative charges. SBB will claim the outstanding amounts in its own name and for its own account. It may, however, also outsource collections. **If the contracting party is in default, SBB may block the GA travelcard after a period of one travelcard month.**

If the contracting party has outstanding invoices from SBB, he or she may not obtain any further services against invoice until all invoices are fully paid.

Contract duration and termination.

The contract will enter into force for an unlimited period as soon as it is signed or the online purchase is concluded. The minimum contract duration is four months from the first day of validity of the first GA travelcard issued under the contract.

Example of minimum contract duration: first day of validity 15 August 2018, minimum contract duration ends on 14 December 2018.

Once the minimum contract duration is reached, the contract may be cancelled at any time by giving **one month's notice** before the end of a travelcard month. Cancellations must be made verbally, in writing or via swisspass.ch. Any outstanding credit will be paid out to the contracting party's bank or postal account.

If a condition for linking the GA travelcard no longer applies (e.g. the basic GA is cancelled), SBB will cancel the associated GA travelcard (e.g. the GA Plus Duo Partner travelcard) to the end of the following travelcard month while observing the notice period.

Example of notice period, bearing in mind the minimum contract duration of four months:

First month of travelcard: 15 August 2018 to 14 September 2018

Potential cancellation dates: 14 December 2018 if notice is given by 14 November 2018, 14 January 2019 if notice is given by 14 December 2018, etc.

Refunds.

If an annual GA travelcard is cancelled early, 9% of the purchase price per month used will be deducted when calculating the refund. Furthermore, an administrative charge will apply. If a monthly GA is cancelled, there is no refund.

A pro-rata refund applies in the following cases only: death, medically certified inability to travel, upgrade of travelcard (1st class GA), entitlement to a reduced-price GA travelcard.

Contracting party is under 18 years of age.

If a contracting party is not yet 18 years of age, he or she can only purchase the GA with yearly payment. The GA service ends automatically after one year and must be purchased again in order to continue.

Temporary SwissPass.

If the first day of validity of the service purchased is within the first 14 days after the contract is concluded, the passenger will be issued with a temporary SwissPass. The temporary SwissPass does not provide access to partner services.

Loss of SwissPass.

If the SwissPass is lost or stolen, it can be replaced for a fee, except in the case of fraud.

Disclosure of information.

SBB complies with the data protection and telecommunications laws in all its dealings with personal and customer details and also refers explicitly to Section 0, paragraph 09 "Data protection of the 600 general passenger tariff of the Swiss public transport enterprises". For more information on data privacy please go to sbb.ch/dataprivacy. SBB is then entitled to commission third parties in Switzerland and abroad to handle card transactions and marketing, for IT operations and to create revenue distribution formulas, even in countries which have a lower level of data protection than Switzerland. In such cases SBB ensures suitable protection with the third party by contract, according to the laws applicable in Switzerland.

The passenger or contracting party acknowledges that the PTEs, SBB and any third parties mandated to process transactions relating to card issue and collections, marketing or the creation of revenue distribution formulas will be provided with the passenger's and/or contracting party's customer and service details (customer number, title, salutation, last name, first name, address, date of birth and details of services such as product name, validity, class of travel, price, etc.).

The transport companies and integrated fare networks can obtain these details from SBB for specific targeted marketing measures as needed while observing the data protection law and further provisions concerning the processing of customer data.

The passenger and/or contracting party agrees to the transmission of his or her card and customer details (card ID, customer number, title, salutation, last name, first name, address, date of birth, travelcard details, photo) to the SwissPass partners when registering with a partner or purchasing partner services (e.g. ski passes) for processing the transaction. If a SwissPass partner service is purchased, SBB stores the service details (partner, service description, price). SBB shall notify the SwissPass partners in the event of loss, theft, fraud, forgery or card replacement.

In order for a public transport ticket holder to make use of discounted services, PTEs and SwissPass partners are permitted to look up the specific travelcard details that are necessary for this purpose.

If making use of the single-sign-on process (SSO), the passenger and/or the contracting party acknowledges and accepts that the login and customer details (name, date of birth, address, e-mail address for correspondence, e-mail address for login, landline and mobile phone numbers) are exchanged between the central login infrastructure of the Public Transport Association and the PTE partner platform (e.g. swisspass.ch, SBB.ch, SBB Mobile, etc.) for authentication purposes.

Processing of personal data.

The passenger and/or the contracting party agrees to the technological analysis of personal customer data (last name, first name, address, date of birth) by SBB in order to improve its products and services. All customer and service details are stored in central customer and travelcard databases which are managed by SBB as mandated by the direct traffic businesses.

By using the services of SwissPass partners or the central SSO login function, the passenger or contracting party accepts that SBB may analyse his or her personal customer and service details (partner offers, validity, date of purchase, price) by technological means in order to develop the SwissPass partner offering in line with demand. Furthermore, the user of these services accepts that SBB and/or the Swiss public transport enterprises may process these personal customer, service and partner details.

Should the passenger or contract partner wish to withdraw authorisation for personal data processing from SBB, the fare networks and/or direct traffic transport companies, he may do this informally at any staffed point of sale or via the GA Travelcard Helpdesk (ga@sbb.ch, tel. 0848 44 66 88, CHF 0.08/min.). Following cancellation the data will no longer be individually processed. However, provided the passenger or contract partner holds or uses one or more products/services (Half-Fare travelcard, GA travelcard, partner services, etc.), the data remain in the database in order to be able to provide these services.

Changes to tariffs/terms and conditions.

The prices and services may be changed at any time. SBB will notify the passenger and/or contracting party in a suitable way in advance of any changes to the tariffs. If the changes are to the detriment of the passenger and/or contracting party, he or she may cancel the contract by the date on which the change enters into force, for this same date. **Failure to do so constitutes acceptance of the change.**

Price changes will be reflected in the following invoice. Accordingly, if the passenger or contracting party does not accept the price increase, the contract can be cancelled by giving notice of the normal duration.

Applicable law and jurisdiction.

Agreements concluded in connection with these GTC are governed by Swiss law exclusively. The court of jurisdiction for any disputes arising in connection with this agreement is Berne, unless specified otherwise by the rules of civil law.

As of December 2018

Swiss Federal Railways (SBB)

Passenger Division
3000 Berne 65