GENERAL TERMS AND CONDITIONS FOR THE BHS HOTEL AG (HOTEL RADISSON BLU, LUCERNE) –MEETINGS & EVENTS

1. Scope.

These general terms and conditions ("T&C's") govern the agreement entered into between you and us for our hotel services to be provided to you, on the date(s) set out in the Contract Proposal. The Contract Proposal becomes a legally binding contract when signed by both parties.
The Contract Proposal cannot be transferred to a third party without our prior consent and we reserve the right to amend rates and conditions in case of transfer.

2. Definitions.

«Agreement» means the agreement for Hotel Services entered into between you and us by way of your timely and written acceptance of our Contract Proposal.
«You» means the party to which the Contract Proposal is addressed.
«We, our, us» means the BHS Hotel AG, the operator of the Radisson BLU Hotel Lucerne, Inseliquai 12, Lakefront Center, CH-6005 Lucerne.
«Contract Proposal» means the written Proposal for Hotel Services for your Event and may comprise meeting- and event space rental, food and drinks, overnight accommodation and other services.
«Event» means one or more consecutive days specified in the Contract Proposal on which you intend to gather a defined number of persons at our premises for a specific purpose.
«Hotel Services» mean the services offered by us for your Event as specified in the Contract Proposal and accepted by you through your timely countersignature of the Contract Proposal (including, but not limited to, guest room accommodation, meeting room and event space rental, equipment, food and drinks and other).

3. Event Facilities.

We shall provide you with facilities and related space and equipment as specified in the Contract Proposal. We reserve the right to change the booked facilities for the case of any change of the factual circumstances. This includes, but is not limited to a reduction or increase in the number of delegates attending the Event, a technical issue in the facilities or for health and safety reasons.
You may request us to procure technical and other equipment from third parties on your behalf and you shall not without our prior written authorisation install and use any own technical equipment. We may charge you for the power costs which arise through the use of such equipment, and there may be also be a charge related to the connection fee for use of information technology equipment. Installing and use of non-technical equipment and fitting decoration on walls and ceilings are subject to our prior consent. Your own or any third party´s equipment is kept in our facilities at your sole risk. We shall not be liable for any loss, destruction or damage to such equipment, except in the case of gross negligence or intentional acts. Equipment brought along must comply with the fire protection regulations. We are entitled to demand an official certificate for this.
After your Event you must remove all equipment without undue delay. You are responsible for disposing of any packaging material or waste in compliance with the statutory provisions.
Any changes in the number of delegates should be communicated to us immediately. If the number increases, we will do our best to accommodate the additional delegates, but this cannot be guaranteed.
Delegate packages are available daily from 07:30hrs until 17:30hrs. Additional charges may apply if your Event begins or ends outside of these hours. Special arrangements will equally be charged separately. No food and drinks are to be brought into the hotel or grounds for consumption on the premises, without our prior consent. Your use of our facilities and our Hotel Services shall be compliant with the national and local laws and regulations. All entertainment arrangements (for example: extension of the service hours of the bar) must be confirmed to be approved prior to the date of the Event. Unless explicitly agreed upon otherwise, you are responsible for obtaining appropriate permissions and licenses and payment of applicable fees (for example: license fees for use of music rights, mandatory contribution to social security of artists and other.

4. **Guest Rooms.**

We shall provide you with guest rooms as specified in the Contract Proposal.
Check-in time is from 15h00 on the day of arrival. Check-out time is 12h00 on the day of departure, unless otherwise specifically agreed upon with you. An additional charge may be required in the case of late check-out and is subject to availability on the day. If a delegate leaves before the agreed date of departure, cancellations fees may apply.
Any changes in the number of delegates and guest rooms needed shall be communicated to us immediately. If the number increases, we will do our best to accommodate the additional delegates, but this cannot be guaranteed.
If we are unable to provide guest rooms as confirmed by us, we shall notify you as soon as possible. Alternative accommodation will then be provided at the nearest comparable hotel at our expense. We will also cover the costs for a telephone call and one daily round-trip transportation between the other hotel and us.

5. **Cancellations.**

You shall be entitled to withdraw from the Agreement partly or in full, subject to the following:

a) Less then 80 room nights may be cancelled **free of charge** upon written notice:

- Up to (100 %) of the guest rooms initially contracted up to (90) days prior to the arrival date;
- Up to (20 %) of the guest rooms initially contracted up to (30) days prior to the arrival date;
- Up to (10%) of the guest rooms initially contracted or of any remaining number after prior cancellation notices up to (7) days prior to the arrival date;

Any additional or later guest room cancellation shall entitle us to receive your payment of a compensation amount equal to (100%) of the contracted rates for cancellations from six (6) days prior to the arrival date.

b) More than 80 room nights may be cancelled **free of charge** upon written notice:

- Up to (100 %) of the guest rooms initially contracted up to (6) months prior to the arrival date;
- Up to (80 %) of the guest rooms initially contracted up to (3) months prior to the arrival date;
- Up to (50 %) of the guest rooms initially contracted up to (2) months prior to the arrival date;
- Up to (20 %) of the guest rooms initially contracted up to (30) days prior to the arrival date;
- Up to (10%) of the guest rooms initially contracted or of any remaining number after prior cancellation notices up to (14) days prior to the arrival date;

Any additional or later guest room cancellation shall entitle us to receive your payment of a **compensation amount** equal to (100%) of the contracted rates for cancellations from thirteen (13) days prior to the arrival date.

c) Event related Hotel Services may be cancelled **free of charge** upon written notice:

Up to 20 daily delegate packages / attendees (total):

Event related Hotel Services may be cancelled free of charge upon written notice:

- Up to (100%) of the Hotel Services initially contracted up to (45) days prior to the start date of the Event;
- Up to (50%) of the Hotel Services initially contracted up to (30) days prior to the start date of the Event;
- Up to (10%) of the Hotel Services initially contracted or of remaining Hotel Services after prior cancellations up to (7) days prior to the start date of the Event;

Any additional or later cancellation of Hotel Services shall entitle us to receive your payment of a **compensation amount** equal to (100%) of the delegate fees and charges initially contracted.
If it has been agreed that you can cancel without incurring costs within a defined period, we are also entitled to cancel the Agreement within this period without any obligation to you.

Between 21 - 50 daily delegate packages / attendees (total):
Event related Hotel Services may be cancelled free of charge upon written notice:

- Up to (100%) of the Hotel Services initially contracted up to (90) days prior to the start date of the Event;
- Up to (20%) of the Hotel Services initially contracted up to (30) days prior to the start date of the Event;
- Up to (10%) of the Hotel Services initially contracted or of remaining Hotel Services after prior cancellations up to (7) days prior to the start date of the Event;

Any additional or later cancellation of Hotel Services shall entitle us to receive your payment of a **compensation amount** equal to (100%) of the delegate fees and charges initially contracted.
If it has been agreed that you can cancel without incurring costs within a defined period, we are also entitled to cancel the Agreement within this period without any obligation to you.

More than 51 daily delegate packages / attendees (total):
Event related Hotel Services may be cancelled free of charge upon written notice:

- Up to (100%) of the Hotel Services initially contracted up to (180) days prior to the start date of the Event;
- Up to (50%) of the Hotel Services initially contracted up to (90) days prior to the start date of the Event;
- Up to (10%) of the Hotel Services initially contracted up to (30) days prior to the start date of the Event;
- Up to (5%) of the Hotel Services initially contracted or of remaining Hotel Services after prior cancellations up to (7) days prior to the start date of the Event;

Any additional or later cancellation of Hotel Services shall entitle us to receive your payment of a **compensation amount** equal to (100%) of the delegate fees and charges initially contracted.
If it has been agreed that you can cancel without incurring costs within a defined period, we are also entitled to cancel the Agreement within this period without any obligation to you.

6. Rates

The rates are offered in Swiss Francs (local currency) and include applicable taxes and service charges. The rates are subject to reasonable increase by us if unexpected increases in taxes, cost of goods, or limitations of supply outside of our control occur and the period between your signing of the Contract Proposal and the start date of the Event is no less than (12) months.
If you cancel the contracted Hotel Services by more than (20%) we are entitled to reasonably increase the rates specified in the Contract Proposal, regardless of any applicable cancellation charges.

7. Deposit

In the event that a deposit has been requested this must be paid within (14) days after your signing of the Contract Proposal. Additional deposit payments may be required prior to your Event.
If you fail to make the deposit payment(s), we are entitled to withdraw from the Agreement and to claim compensation for damages equivalent to cancellations charges applicable at that time when the deposit payment was due.
To the extent delegates are requested to settle guest room charges and daily delegate package fees on an individual basis, we are entitled to request a security deposit in the form of a credit card guarantee or similar from the delegate. If you are requesting credit facilities completed credit application forms are required (21) days prior to the start date of the Event.

8. Payment.

You shall pay all fees and charges for Hotel Services as set out in the Contract Proposal. All extra charges incurred by delegates or by you during the Event shall be paid upon departure. If credit is granted and agreed by us, full settlement must be made within (10) days from receipt of the invoice. We may charge interest for delayed payment, of (1½%) per month or the maximum interest rate permitted by applicable law if lower.
To the extent individual payment by delegates is agreed, you shall duly inform the delegates thereof. You shall be jointly and severally liable for the due settlement of guest room charges and daily delegate package fees on an individual basis, which shall be made upon departure.

9. Hotel's Termination Rights.

We are entitled to terminate the Agreement with immediate effect upon written notice to you, if (i) circumstances which are out of our control, make it impossible to render the agreed Hotel Services to you and to fulfil our contractual obligations under the Agreement; and (ii) if we have reason to assume that you have made misleading or

false statements about the purpose of the Event and your use of our facilities and Hotel Services would harm or endanger our normal operation or reputation; and (iii) if bankruptcy or settlement proceedings have been initiated against you or a foreclosure decree has been issued in respect of any of your assets. We shall not be liable to compensate you for any loss or damage incurred as a consequence of our termination of the Agreement hereunder.

10. No Transfer

You are not allowed to assign or transfer the Agreement, nor to sublease the contracted facilities to any third party, including a group company being affiliated with you, without our prior written consent.

11. Liability

We shall solely be liable to you or any delegate for any loss or damage caused by our gross negligence or wilful acts or omissions, except if mandatory strict liability applies pursuant to the applicable law. Any claims made against us shall only be valid, if notified to us immediately upon taking knowledge of the potential for a loss or damage. This limitation of liability shall not apply in case of bodily injury or death.

You shall be liable to us for any loss or damage to our building and equipment, our personnel, other guests or our brand system or other, if caused by you or any delegate or third party involved in the Event by you. We may request prove of your liability insurance covering the Event to protect us against our exposure to your liability.

12. Law and Jurisdiction

This Agreement is subject to the laws of the country where the hotel is located. All disputes, conflicts and claims arising from or in connection with this Agreement shall be settled amicably between us. Should we fail to reach an amicable settlement, the matter shall be submitted to the competent court at the hotel's domicile.

13. Privacy Notice

Our long-term vision is to be the company of choice for guests, owners and talent. And because people are at the heart of our business, we fully recognize the importance that privacy and data protection represent to all our guests. Therefore, we are committed to respecting and protecting your privacy rights and your choices and to treating your Personal Data with the utmost care in all circumstances. We have designed our Privacy Notice to provide transparency into our privacy practices and principles in a format that is easily understandable and readable.

We may update this Privacy Notice from time to time. We will notify you of any significant changes by posting those changes here (https://www.radissonhotels.com/en-us/privacy).