

Terms and conditions - customer

Context

The "At the heart of the harvest" event is organized by Swiss Wine Promotion SA, the national promotion body for Swiss wines, based in Bern.

1. Definition

"Customer" means any person visiting the attheheartoftheharvest.ch website and/or buying anything on the attheheartoftheharvest.ch website for goods and/or services offered by a "producer".

By "producer" we mean any person who creates a producer account on the admin.swisswine.ch management platform with the aim of registering and referencing one or more "wineries" for the attheheartoftheharvest.ch website in order to make them visible and to be able to offer goods and services on the site.

By "vineyard" we mean a wine-producing estate registered by a producer and published on the attheheartoftheharvest.ch website.

"At the heart of the harvest ticket" means a ticket valid for admission to a producer listed on attheheartoftheharvest.ch for the "At the heart of the harvest" event.

2. Purpose of the contract

These general terms and conditions - customer, define the rules applicable to the purchase of an "At the heart of the harvest ticket" offered on the attheheartoftheharvest.ch website by a customer within the "At the heart of the harvest" event. This is in addition to the general conditions of use and the privacy policy. They are valid from June 1, 2023 for all purchases and/or use of services from that date. At the time of each purchase, the customer confirms that he/she has read and accepted the general terms and conditions of sale - customer, the general terms and conditions of use and the privacy policy in force.

attheheartoftheharvest.ch reserves the right to modify these general terms and conditions of sale - customer, at any time, without prior notice. In the event of modification, the general terms and conditions - customer applicable will be those in force at the date of subscription to a service offered by attheheartoftheharvest.ch.

3. General terms and conditions for the purchase of an "At the heart of the harvest" ticket on attheheartoftheharvest.ch

3.1 Product

The «At the heart of the harvest» ticket gives customers the opportunity to choose a participating producer and take part in the «At the heart of the harvest» day on their vineyard, on the date indicated on their order. In detail, the customer will be offered the following services by the producer:

- Welcome by the producer at 9:00 am on his vineyard
- During the morning, harvest with the producer
- From 11:30 am, vineyard tour and tasting
- From midday, traditional lunch (drinks included)

The photos and textual content displayed on the pages of the producers referenced on the *attheheartoftheharvest.ch* website are provided by the participating producers and serve simply to illustrate them. They in no way constitute an offer on the part of *attheheartoftheharvest.ch* and can in no way be qualified as guarantees.

3.2 Price

All sales prices indicated on *attheheartoftheharvest.ch* are final and in Swiss Francs, VAT included. *attheheartoftheharvest.ch* reserves the right to modify the prices of listed products at any time. The price indicated on *attheheartoftheharvest.ch* at the time of the order shall prevail for the conclusion of the contract.

3.3 Availability of products and services

The availability of tickets displayed on the site is carefully checked by *attheheartoftheharvest.ch*. However, due to technical or operational problems, availability cannot be fully guaranteed. For this reason, all information concerning availability is given as an indication only and may be modified at any time.

3.4 Payment

Before completing the order procedure, the customer has the option of choosing the method of payment. The methods of payment accepted by *attheheartoftheharvest.ch* are only those indicated on the site at the time of ordering. The risk of a system malfunction at the time of payment is borne by the customer, to the full discharge of *attheheartoftheharvest.ch*.

3.5 Concerning sales to minors

We do not allow children to purchase our products. Even products intended for children must be purchased exclusively by adults. Minors (under 18) may only purchase tickets under the supervision of their parents or guardians.

3.6 Coming into effect

By placing an order, the customer makes a binding purchase of the selected products from *attheheartoftheharvest.ch*, in accordance with the conditions in force. In fact, the customer acquires his purchase when his payment is approved. The contract is deemed concluded as soon as *attheheartoftheharvest.ch* sends the order confirmation to the customer (subject to the resolute conditions indicated in point 4).

3.7 Delivery and verification

Purchased tickets are only delivered to the customer by e-mail. The customer undertakes to check that the tickets ordered have been received correctly and in full, and that the tickets are correct. Any order errors must be reported directly after receipt of the confirmation e-mail within a maximum of 48 hours. Otherwise the request will not be processed.

3.8 Guarantees

The services offered when purchasing a ticket on *attheheartoftheharvest.ch* are guaranteed by the participating producer offering them. It is the customer's responsibility to obtain details of the guarantee directly from the participating producer. Only the participating producer is liable for the guarantee, to the exclusion of *attheheartoftheharvest.ch*. *attheheartoftheharvest.ch* acts as an intermediary and is therefore not the service provider for the At the heart of the harvest event. Under no circumstances does *attheheartoftheharvest.ch* vouch for the guarantee offered by the participating producer. It is the customer's responsibility to contact the participating producer directly to resolve any warranty issues (e.g. cancellation of the day by the producer, services not fully delivered, etc.).

4. Right of revocation, modification, refund and/or change of name

4.1 By the customer

A customer may revoke or modify his order if he meets the following condition: the customer sends his revocation request to *attheheartoftheharvest.ch* by email at info@local-impact.ch and mentions his intention to revoke/cancel or modify his order. The request must reach *attheheartoftheharvest.ch* within **5 calendar days of placing the order, but no later than 7 days before the date of participation in the event specified in the order**. After this date, no right of revocation, refund or modification may be exercised.

When a revocation is accepted, the order placed by the customer is invalidated and the payment amount is reimbursed within 30 days of receipt of the declaration of revocation (transaction costs deducted).

The "At the heart of the harvest" event takes place in all weathers. Cancellation by the customer for such reasons is excluded.

4.2 By *attheheartoftheharvest.ch*

Cancellation of an order: After the conclusion of an order, *attheheartoftheharvest.ch* has the right to cancel it, at any time and without having to indicate the reasons to the customer. In this case, the amount paid by the customer will be reimbursed. Refunds will be made within 30 days, in full settlement of all accounts and claims. Under no circumstances may the customer claim further damages from *attheheartoftheharvest.ch*. *attheheartoftheharvest.ch* is also released from its obligation to perform the service.

Changing an order: After an order has been placed, *attheheartoftheharvest.ch* is entitled to offer the customer the opportunity to change the order (e.g. by offering to visit a different producer). In this case, the ticket(s) ordered by the customer will be modified. If the customer refuses this modification, *attheheartoftheharvest.ch* will proceed with the refund, which will be made in full and final settlement of all accounts and claims within 30 days. Under no circumstances may the customer claim additional damages from *attheheartoftheharvest.ch*. *attheheartoftheharvest.ch* is also released from its obligation to perform the service.

Order refund: The "At the heart of the harvest" event takes place in all weathers. The wineries undertake to adapt the program according to the weather. No refunds will be given unless you

have a medical certificate showing that you are physically unable to attend. In this case, only the ticket of the certificate holder will be reimbursed.

Changing a participant's name: tickets are nominative; a change of name must be received in writing by technical support no later than 7 days before the scheduled date of participation.

5. Accident Insurance and Liability Waiver

The client warrants that they are covered by valid accident insurance, which includes their participation in the event. By participating in our services or events, the client acknowledges and accepts that all activities involve inherent risks. Accordingly, the client releases the producer and Swiss Wine from any liability in case of an accident, injury, loss, or damage incurred during or as a result of their participation in the event. The client agrees to take full responsibility for any harm or damage they may cause to themselves, others, facilities, or equipment during their participation.

Furthermore, the client understands that it is their responsibility to comply with all directives, rules, and regulations provided by the producer and Swiss Wine during their participation, with the aim of ensuring safety and well-being for all participants.

6. Image rights

By participating in the "At the heart of the harvest" events, you agree to be photographed or videotaped and grant Swisswine Promotion SA the right to use your image. These recordings will be used for promotional purposes on the various communication channels (print or digital) of Swisswine Promotion SA, in order to promote the event. If you do not wish to use them, please inform the photographer or videographer at the event.

7. Jurisdiction and applicable law

Place of performance and payment is Fribourg..

The contractual relationship between the parties is subject exclusively to Swiss substantive law, to the exclusion of all the provisions of the LDIP and any bilateral and multilateral international agreements that may be applicable.

The exclusive place of jurisdiction for all claims arising out of or in connection with this contract between the above parties is Fribourg. The contractual place of jurisdiction also applies to any pre-litigation provisional measures.

Our business activity is based exclusively on Swiss law. In the event of disputes, Swiss law shall apply exclusively. The place of jurisdiction is Berne. We are also entitled to take legal action at your place of jurisdiction.

8. General provisions

Should individual provisions of these general terms and conditions or of the contract be invalid or ineffective, this shall not affect the validity of the remaining provisions. In this case, the parties undertake to replace the invalid provision by a valid provision whose content is economically closest to the original intention.

9. Force majeure

attheheartoftheharvest.ch is in no way liable, in the event of force majeure, for any direct or indirect prejudice that may arise as a result of a delay in the execution of its contract. The Agent undertakes to inform the Principal immediately should such an event occur.

10. Language

The General Terms and Conditions - Customers are written in French, Italian, English and German. In case of doubt or uncertainty, the French version shall prevail..

Customer service

Postal address: Swiss Wine Promotion SA, Belpstrasse 26, 3007 Berne

or

E-mail : autumn@swisswine.com

Technical support :

Local Impact Sàrl: info@local-impact.ch