



# General Terms and Conditions

## General terms and conditions for the use of and participation in the GC Football School

(Version dated 24/5/2018)

These general terms and conditions for the use of and participation in the GC Football School ("T&Cs") govern the contractual relationship between Grasshopper Fussball AG, Dielsdorferstrasse 165, 8155 Niederhasli, Switzerland ("OPERATOR") and the client and/or the legal guardian of the client of the GC Football School ("PARTICIPANT"). No additional verbal agreements shall be entered into.

### 1. Preamble

1. The OPERATOR offers services relating to football. Use of these services constitutes acceptance of the present general terms and conditions (referred to below as "T&Cs").

2. The OPERATOR reserves the right to modify or amend these T&Cs at any time without prior notice. The current version of the T&Cs can be found at [www.gcz.ch/footballschool](http://www.gcz.ch/footballschool).

3. Where applicable, the masculine form is used to refer to all genders for the purpose of improving the readability of the T&Cs.

4. Should individual provisions of these T&Cs be or become invalid, this shall not affect the validity of the remaining provisions.

5. Breach of these provisions shall result in forfeiture of your right to make use of these services and the OPERATOR shall be authorised to exclude you from them in this case.

### 2. Provision of services by the OPERATOR

1. The OPERATOR offers services relating to football. These include training sessions and camps.

2. The OPERATOR reserves the right to make changes to the range of services offered by the GC Football School and to their contents, or to offer different services. The OPERATOR has the right to suspend, remove or modify the services (or parts thereof) permanently or temporarily or to add new services at any time. Such changes shall automatically be subject to these T&Cs. Continued use of the services after these changes constitutes the implicit consent of the PARTICIPANT and/or his legal guardian to the changes.

3. The OPERATOR does not guarantee that (i) the services shall meet the requirements or expectations of the PARTICIPANT and/or his legal guardian, (ii) the services shall be provided without interruption or faults, and in a reliable and timely manner, (iii) the results obtained through use of the services shall be correct and reliable, (iv) any errors in the services shall be corrected.

4. If the minimum number of PARTICIPANTS for an event is not met, the OPERATOR reserves the right to cancel the event up to 24 hours before its scheduled start time. Any registration and participation fees already paid shall be credited to the PARTICIPANT's account with the OPERATOR, to be redeemed



against future events.

5. The OPERATOR reserves the right to reject individual applications to the GC Football School owing to the limited number of available places.

6. In the event of force majeure, natural disasters, industrial disputes or other circumstances that are beyond the control of the OPERATOR, the OPERATOR shall be released from the obligation to deliver (to carry out the services) and/or shall be permitted to revise the agreed time and location at which the service is to be provided.

7. Should an agreed date for the provision of the service be exceeded due to the sole fault or illegal conduct of the OPERATOR, the PARTICIPANT shall be entitled to withdraw from the contract in question by registered letter if significant parts of the agreed service are not provided within a reasonable grace period and there is no fault on the part of the PARTICIPANT and/or his legal guardian.

8. The OPERATOR shall be entitled to change the dates and times of individual training sessions as well as the schedule, location and the trainer conducting the session if there are good reasons to do so, and to arrange alternative dates and times for the training sessions with the PARTICIPANTS.

#### 9. 10-session subscriptions

The 10-session subscription gives the bearer the right to participate in 10 group training sessions at the defined locations and is valid for 12 months from the first training session taken. Once these 12 months have elapsed, no notice of termination shall be required and the subscription shall not be automatically renewed. The sessions are non-transferable and no refunds shall be given for any sessions not attended once the validity period expires. In the event of poor weather conditions (especially in winter), training days may be cancelled without a replacement date being set, but the reserved sessions will not be deducted from the subscriber's account.

In the event of long periods of illness or injury (more than 21 days), the validity of the subscription may be extended upon presentation of a doctor's note. The payment shall not be refunded.

10. The place of performance shall be Niederhasli in the Canton of Zurich, Switzerland.

### 3. Obligations of the PARTICIPANT

1. Participation is open to private individuals and corporate clients (individual companies, general partnerships, legal persons and other public or private organisations).

2. The dates and terms set by the OPERATOR are binding unless otherwise expressly agreed in writing. Should information be required from the PARTICIPANT for the execution of the order, the term for provision of the service shall begin no earlier than the date on which the OPERATOR receives the required information.

3. The PARTICIPANT undertakes to refrain from any acts that could impede the provision of the services. In particular, any instructions issued by the OPERATOR or by its bodies, representatives or agents must be followed. Furthermore, the PARTICIPANT and the legal guardians shall respect the sports facilities and the site rules of the venue.

4. PARTICIPANTS aged 5 and older shall be entitled to take part. PARTICIPANTS



under 5 years old shall only be permitted to take part following prior consultation with the OPERATOR.

5. PARTICIPANTS shall be responsible for arranging travel to and from the event in their own vehicle or other independent means. The OPERATOR shall bear no responsibility for the safety of the PARTICIPANTS when travelling to and from the event.

6. Photography and filming rights: By participating in our services, the PARTICIPANT and/or his legal guardian consent(s) to photographs and film recordings being taken of the PARTICIPANT and disseminated and put on public display (online, on posters, advertisements, etc.) by the OPERATOR and its partners. This consent is given without restriction as to time, geography or content and explicitly includes publication for merchandising and marketing purposes.

#### **4. Participation fees and entry conditions**

1. Prices can be found on the applicable offer page at [www.gcz.ch/footballschool](http://www.gcz.ch/footballschool). If the price is not specified, it can be requested from the OPERATOR.

2. All payments shall always be due within 30 days of receipt of the invoice. A training session may only be attended once the amount due has been paid. If the PARTICIPANT defaults on payments, the OPERATOR shall charge a flat fee of CHF 10.00 per reminder as a late penalty. The right to claim further damages due to delay shall remain unaffected.

3. The OPERATOR shall be permitted to use third-party services to process payments. Where this is the case, the company in question shall be indicated during the order process.

4. In the event of cancellation or withdrawal less than 48 hours prior to a session, no refund shall be issued and the session shall be deemed to have been attended. In the event that the PARTICIPANT suffers an accident/illness that is certified by a doctor, the participation fee shall be credited to his account with the OPERATOR, to be redeemed against future training sessions.

#### **5. Liability**

1. The liability of the OPERATOR and of its bodies, representatives or agents for direct and indirect, immediate and induced damages, including consequential damages, in particular as a result of unauthorised actions and breaches of contractual obligations or arising from extra-contractual liability, shall be excluded to the extent permitted by law. The PARTICIPANT and/or his legal guardian shall therefore bear responsibility for complying with the law and shall be liable for any damages to third parties, in particular to other PARTICIPANTS. The PARTICIPANT and/or his legal guardian shall be responsible for obtaining liability insurance.

2. The OPERATOR and its bodies, representatives or agents shall not be held responsible for any property of the PARTICIPANT that is lost, damaged, soiled or rendered unusable. The OPERATOR shall not assume any liability for damages caused by the PARTICIPANT or any items he brings with him.

3. Injuries, illnesses and any consequential damages shall be covered directly by the health and accident insurance of the PARTICIPANT and/or his legal guardian. The PARTICIPANT and/or his legal guardian shall ensure that he/the PARTICIPANT is



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physically fit and is not taking any medication of which the OPERATOR has not been made aware.

## 6. Duration and termination of the contractual relationship

1. The PARTICIPANT shall be entitled to terminate the contractual relationship at any time, unconditionally and without adhering to the notice period, by way of a written notification, upon which any usage fees paid to the OPERATOR for the current period shall expire.

2. The OPERATOR shall be entitled to terminate the contractual relationship at any time without adhering to the notice period where there are important grounds to do so. PARTICIPANTS and/or legal guardians shall be informed of any breach of the provisions of the OPERATOR or of its bodies, representatives or agents. Repeated breaches may result in the PARTICIPANT being excluded from participation by the OPERATOR without the participation fee being refunded. The OPERATOR shall also be entitled to exclude PARTICIPANTS from an event if a contagious or other serious illness was not disclosed at the time of registration. Should the PARTICIPANT end his attendance early due to illness or events beyond the control of the OPERATOR (e.g. homesickness), there shall be no proportional reimbursement of the agreed fee.

## 7. Data protection

Please refer to the operator's privacy policy.

## 8. Place of jurisdiction/applicable law

1. All disputes and claims arising from or in connection with the contractual relationship between the OPERATOR and the PARTICIPANT, including its validity, invalidity, breach or termination, shall be settled by the ordinary courts.

2. Irrespective of the place of use, the contractual relationship between the OPERATOR and the PARTICIPANT shall be governed exclusively by *Swiss law to the exclusion of any state treaties and conflicts of law provisions.*

3. Subject to a statutory mandatory place of jurisdiction, the *exclusive place of jurisdiction shall be Niederhasli in the Canton of Zurich, Switzerland.*