

General terms and conditions of discover.swiss for guests

We, the cooperative discover.swiss, Schaffhauserstrasse 14, 8006 Zurich, operate the innovative, Swiss tourism platform «discover.swiss» (hereinafter the «Platform»).

Partners (companies and institutions) may use this Platform for the development and operation of their own application, for the provision of information and for other purposes. These partners provide various information and enable you to book tourism offers from service providers (such as tour operators, hotels and transport companies) via a partner application. The respective terms and conditions of the partners and service providers apply.

We offer you a user portal as a registered guest. For this and any other legal relations between you and us, these GTC Guest apply. You accept the GTC by registering on one of our partners' applications or during an order process. We do not conclude contracts with persons under 18 years of age.

Rights and duties

We provide you with a user portal (my.discover.swiss) where you can view the tourism offers you have purchased via our discover.swiss Platform and edit your personal data. You can also make requests regarding data protection via the portal. Please also note our data protection declaration (<https://discover.swiss/en/privacy-policy>).

Regarding the user portal, we also provide you with support on a best effort basis.

These services are free of charge for you. We are financed exclusively by contributions from partners and service providers who offer services on our Platform.

You acknowledge that we only offer you the services explicitly mentioned above and that we do not promise you any other services. The information and services available on the Platform or on the partner application are neither provided by us nor promised or delivered by us.

Third parties and auxiliary persons

We are entitled to call in auxiliary persons and substitutes for the provision of services.

Warranty

We strive to provide a high quality of service, but cannot guarantee uninterrupted or permanent availability of the Platform. In general, we cannot make any assurances with regard to our services and therefore exclude any warranty to the extent permitted by law. We do not assume any warranty for the services ordered or accessed by you via discover.swiss. Nor do we guarantee the accuracy of the information published on discover.swiss.

Liability and limitation thereof

We are only liable for intentional or grossly negligent damage. Liability for simple negligence as well as liability for auxiliary persons and service providers in general is excluded.

Changes to these GTC

We reserve the right to amend these terms and conditions from time to time. We will ask you to agree to the new version at the first subsequent registration. If you do not agree to the new version, the relationship ends retroactively as of the date of the new version.

Termination

You and we may terminate the contractual relationship at any time without notice.

Applicable law and place of jurisdiction

The contract is subject to Swiss law, excluding the Vienna Convention on Contracts for the International Sale of Goods. The courts in Zurich shall have exclusive jurisdiction for all legal disputes arising from the contract.