



# **General Terms and Conditions Migros Golf AG/Migros GolfCard**

Valid from 1 January 2023

# Content

- 1 MIGROS GOLFCARD.....3**
- 1.1 Contractual partner.....3
- 1.2 Scope of the General Terms and Conditions .....3
- 1.3 How to apply for a Migros GolfCard .....3
- 1.4 Terms of acceptance.....3
- 1.5 Administration of handicaps .....3
- 1.6 Rules and etiquette .....3
- 1.7 Membership cards.....4
- 1.8 Annual contributions.....4
- 1.9 Termination and renewal.....4
- 1.10 Exclusion/refusal of application .....4
- 1.11 Amendments.....4
- 2 GOLF ACADEMY .....5**
- 2.1 Private lessons/private 9-hole or 18-hole rounds with a pro .....5
  - 2.1.1 Booking a private lesson/a private 9-hole or 18-hole round with a pro .....5
  - 2.1.2 Cancelling a private lesson.....5
  - 2.1.3 Cancelling a private 9-hole or 18-hole round with a pro.....5
- 2.2 Courses .....5
  - 2.2.1 Course organisation .....5
  - 2.2.2 Places on courses and holding of courses .....5
  - 2.2.3 Applying and paying for courses .....6
  - 2.2.4 Cancellations .....6
  - 2.2.5 Exclusion from courses .....7
  - 2.2.6 Subscriptions .....7
  - 2.2.7 Disclaimer, insurance and compliance with regulations.....7
  - 2.2.8 Missed lessons .....7
- 3 ANNUAL MEMBERSHIP CARDS .....8**
- 3.1 Receipt and usage of annual membership cards.....8
- 3.2 Termination .....8
- 3.3 Disclaimer, insurance and compliance with regulations .....8
- 4 GENERAL.....9**
- 4.1 Data protection .....9
- 4.2 Changes to the programme, prices and the GTC ..... 10
- 4.3 Severability clause ..... 10
- 4.4 Applicable law and place of jurisdiction..... 10

# 1 Migros GolfCard

## 1.1 Contractual partner

The contractual partner for the Migros GolfCard is Migros Golf AG, c/o Migros Cooperative Lucerne, P.O. Box, 6031 Ebikon.

## 1.2 Scope of General Terms and Conditions

The General Terms and Conditions of Migros GolfCard (hereafter "GTC") shall apply to all applications and to all contracts concluded on the basis of application forms or online applications. The GTC shall be deemed to have been accepted by the signing of the application form or the submission of an online application form.

## 1.3 How to apply for a Migros GolfCard

Any person who would like to obtain a Migros GolfCard should complete the online application or the application form accurately and in full and send the form to the following correspondence address: Migros GolfCard, Katharinenhof 3, 6343 Holzhäusern.

E-mail: [golfcard@migrosgolf.ch](mailto:golfcard@migrosgolf.ch)

## 1.4 Terms of acceptance

As a general rule, a Migros GolfCard may be obtained by any person who has a valid handicap certificate (that complies with the requirements of the association [Swiss Golf](#)) or an official handicap. Players who are training with a view to obtaining a handicap certification may also apply for membership. Golf may be played at our facilities in accordance with the official terms of admission to Migros golf courses, and further information is available at [www.golfparks.ch](http://www.golfparks.ch).

## 1.5 Administration of handicaps

Handicaps are administered under the Migros GolfCard in accordance with the WHS Rules of Handicapping (further information is available at <http://www.golfparks.ch/de/migros-golfcard/mitgliedschaft/hcp-und-profilverwaltung>).

In order to be able to issue a Migros GolfCard, the relevant address must be forwarded to Swiss Golf upon registration.

## 1.6 Rules and etiquette

Holders of the Migros GolfCard must comply with the rules issued by [R&A Rules Limited](#) as well as the rules of individual golf courses and golfing facilities applicable to guest players. The regulations and further information may be consulted at [www.golfparks.ch](http://www.golfparks.ch) or, if required, obtained from the respective golf course.

## **1.7 Membership card**

After the annual fee has been paid at the end of the year, the member shall receive his/her personal Migros GolfCard at around the end of February. It will state the first name, surname, ID number, handicap index, PIN and year of validity.

All members may consult their current HCP record at any time at [www.swissgolf.ch/de/myswissgolf/](http://www.swissgolf.ch/de/myswissgolf/).

In the event of the loss of the card, a new card may be ordered upon payment of an administrative fee of CHF 30.00.

## **1.8 Annual fees**

Annual fees are due under all circumstances for each calendar year, irrespective of the time when membership starts or ends. No reimbursements of any type shall be made, including in particular pro rata reimbursements. The current prices may be consulted at: [www.migros-golfcard.ch](http://www.migros-golfcard.ch)

## **1.9 Termination and renewal**

The Migros GolfCard may be terminated with effect from the end of any given year by sending an e-mail or letter by ordinary post by 30 November of the respective year. Membership shall be renewed automatically for a further year unless written notice of termination has been received by the above-mentioned time. In such an eventuality, the full annual fee shall be payable.

## **1.10 Exclusion / refusal of application**

Migros GolfCard reserves the right to refuse to accept as a member or to terminate the membership of any person. Migros GolfCard shall not be required to state reasons should it choose to do so.

## **1.11 Amendments**

Migros GolfCard members expressly acknowledge that these GTC may be amended at any time, subject to the provision of advance notice to them in a suitable form. The currently applicable GTC may be consulted at any time at [www.migros-golfcard.ch](http://www.migros-golfcard.ch).

## **2 Golf Academy**

### **2.1 Private lessons/private 9-hole or 18-hole rounds with a pro**

#### **2.1.1 Booking a private lesson/private 9-hole or 18-hole round with a pro**

Bookings for private lessons or private 9-hole or 18-hole rounds with a pro may be made at the reception at the relevant golf course, by telephone or online. The receipt of a booking shall be construed as a definitive commitment, and the GTC shall be deemed to have been accepted.

#### **2.1.2 Cancelling a private lesson**

No costs shall be charged in the event that a private lesson is cancelled more than 48 hours before the private lesson booked. The full cost of the lesson shall be payable in the event of late cancellation (fewer than 48 hours before the private lesson). A replacement may be indicated.

#### **2.1.3 Cancelling a private 9-hole or 18-hole round with a pro**

No costs shall be charged in the event that a private 9-hole or 18-hole round with a pro is cancelled more than 5 days before the round booked. The full cost of the lesson shall be payable in the event of late cancellation (fewer than 4 days before the round booked). A replacement may be indicated.

## **2.2 Courses**

### **2.2.1 Course organisation**

Due to organisational reasons, Migros Golf AG golf courses reserve the right to reschedule or consolidate courses, to alter the location at which they are held or to curtail them, subject to reimbursement of a percentage of the course fee.

If a course instructor is no longer available, Migros Golf AG golf courses may change the course instructor or designate a substitute.

### **2.2.2 Places on courses and holding of courses**

In order to be able to hold courses under optimal conditions, Migros Golf AG golf courses stipulate a minimum and maximum number of participants for each course, which may be adjusted where required. Places on courses shall be allocated according to the order in which applications were received.

If the number of participants is insufficient, the course shall not as a rule be held and the course fee shall be waived or reimbursed. Migros Golf AG golf courses also reserve the right to cancel courses included in the programme due to any other reasons for which Migros Golf AG golf courses are not at fault. Any course fees already paid shall be reimbursed. It is expressly stipulated that participants shall have no right to make any further claims, including in particular damages claims, in the event that a course is altered or cancelled. If the number of participants on a course is insufficient, under certain circumstances the Migros Golf AG golf course may hold the course with the consent of the participants, subject however to a corresponding increase in the course fee or, where reasonable, a reduction in the number of lessons without altering the price.

### **2.2.3 Applying and paying for courses**

Courses may be applied for at the reception of the relevant Migros Golf AG golf course, in writing, by telephone or online. The submission of an oral or written application shall establish an obligation to pay the respective course fee. Prices are indicated in Swiss francs and include any value added tax (VAT). **Any failure to pay the course fee shall not be construed as cancellation.** After an application has been submitted for a course, the participant shall receive confirmation of the application from the Migros Golf AG golf course along with binding payment instructions.

The duration of the course is dependent upon the course booked, and has a fixed length. Depending upon the time when cancellation occurs, the Migros Golf AG golf courses may waive the course fee either entirely or in part in accordance with the following terms.

### **2.2.4 Cancellations**

Any cancellation of a course will entail an administrative cost. Depending upon the time when cancellation occurs, the course fee may be waived either entirely or in part. The following rules shall apply in such cases:

#### **For courses costing up to CHF 1,000:**

In the event of cancellation at least 7 calendar days before the start of the course, Migros Golf AG shall waive or respectively reimburse the course fee, subject to an administrative fee of CHF 30.00. Notice of cancellation may be submitted by e-mail or telephone. The full course fee shall be payable in the event of cancellation fewer than 7 calendar days before the start of the course.

#### **For courses costing more than CHF 1,000:**

In these cases, Migros Golf AG needs to receive notice of cancellation by letter (which will be deemed to have been received on the date of the postmark) or e-mail. The course fee shall then be waived or reimbursed as follows:

#### **Time of cancellation and cancellation fee for courses costing CHF 1,000.00 or more**

22 or more calendar days before the start of the course: no cancellation fee

Between 21 and 15 calendar days before the start of the course: CHF 30.00 cancellation fee

Between 14 and 8 calendar days before the start of the course: 50% of the course fee

Between 7 calendar days and 1 calendar day before the start of the course: 80% of the course fee

After the course has started: no waiver or reimbursement of the course fee.

### **2.2.5 Exclusion from courses**

Migros Golf AG golf courses reserve the right to exclude any participant from any course.

The full course fee shall be payable under the following circumstances, i.e. no pro rata reimbursement or waiver of the course fee shall occur:

Exclusion from the course due to non-payment of the course fee and with good cause (defamation, harassment, wilful damage to property, etc.).

### **2.2.6 Subscriptions**

**Designated period subscriptions** are valid for a particular period of time (e.g. for one month, half a year, etc.).

**Designated value subscriptions** involve a specific amount of money, which may be used in order to purchase a specific number of lessons within the space of a specified period of time.

#### **Extent and duration of validity:**

Subscriptions are valid for the period of time specified in advance by Migros Golf AG golf courses. The subscription fee is payable irrespective of whether the subscription is actually used. Any residual credit balance shall be forfeit with no compensation upon expiry of the validity period.

### **2.2.7 Disclaimer, insurance and compliance with regulations**

Migros Golf AG declines all liability for any loss arising in relation to golfing courses and events organised by Migros Golf AG. In addition, Migros Golf AG may not incur any liability for theft or lost property.

Each participant is individually responsible for ensuring sufficient insurance cover in relation to all courses and events organised by Migros Golf AG. Migros Golf AG golf courses shall not incur any liability for theft or lost property.

Facilities are used at the respective user's own risk. The rules of [R&A Rules Limited](#) and the rules of the individual golf courses and golfing facilities must be complied with.

The regulations and further information may be consulted at [www.golfparks.ch](http://www.golfparks.ch) or obtained from the respective golf course upon request.

### **2.2.8 Missed lessons**

Any missed lessons may not be made up at a later stage. As a general rule, it is also not possible to reimburse course fees in respect of missed lessons.

## **3 Annual membership cards**

### **3.1 Receipt and usage of annual membership cards**

The golf course management of each individual Migros Golf AG golf course shall determine the number of annual membership cards. Holders of annual membership cards expressly acknowledge that the rules applicable to the receipt of annual membership cards are liable to change, subject to the provision of advance notice to them in a suitable form. Card holders may not infer any rights from any such changes.

Annual membership cards are personal and non-transferable. The relevant Migros Golf AG golf course reserves the right to carry out checks in relation to the above. Any breach may result in the imposition of a site ban for the card holder and for any unauthorised third parties. Should this occur, there shall be no entitlement to reimbursement of the annual fee for the card.

The failure to use the facility shall not entail any entitlement for the card holder to a reduction/reimbursement of the annual fee for the card. The relevant Migros Golf AG golf course may alter its services and opening times at any time. The card holder shall not have any entitlement to reimbursement or the extension of his/her annual membership card in the event of a reduction in the services or opening times.

Upon payment of a fee, it is possible to insure the annual membership card with Europäische Reiseversicherung (ERV). If this is done, cancellation cost cover is guaranteed for any annual membership fee already paid in the event of illness, injury, death, a change of workplace or cancellation through no fault of the holder. Details and further information concerning the above may be obtained at [www.erv.ch/mgolf](http://www.erv.ch/mgolf).

### **3.2 Termination**

The annual membership card shall automatically be extended for a further year unless notice of termination is received by 30 November. After this time, the full annual membership fee shall be payable for the following year.

### **3.3 Disclaimer, insurance and compliance with regulations**

Migros Golf AG declines all liability for any loss arising in relation to usage of golfing facilities. In addition, Migros Golf AG may not incur any liability for any items stolen or lost on the premises.

The holder of an annual membership card is individually responsible for ensuring sufficient insurance cover. Migros Golf AG golf courses shall not incur any liability for theft or lost property.

Facilities are used at the user's own risk. The rules of [R&A Rules Limited](#) and the rules of the individual golf courses and golfing facilities must be complied with.

The regulations and further information may be consulted at [www.golfparks.ch](http://www.golfparks.ch) or obtained from the respective golf course upon request.



## 4 General

### 4.1 Data protection

Personal data are processed in relation to the products and services of Migros Golf AG in accordance with the Migros Group Privacy Notice. The Privacy Notice explains how Migros handles personal data, including in connection with the products and services of Migros Golf AG, and particularly contains information on the reasons for which personal data are processed, how they are disseminated within the Migros Group, and the rights available to data subjects with respect to their personal data. The Privacy Notice is available online, currently at [privacy.migros.ch](https://www.migros.ch/privacy). In obtaining a Migros GolfCard or entering into another contract with Migros Golf AG, the member shall be deemed to have consented to the attendant processing of his/her personal data in accordance with the Privacy Notice.

Migros Golf AG and its affiliated companies of the Migros Group send the member in question information and offers concerning themselves and other companies of the Migros Group as well as partner companies, e.g. by way of e-mails and advertising brochures. In obtaining a Migros GolfCard or entering into another contract with Migros Golf AG, the member consents to the transmission of such messages, including electronically.

Such messages and their dispatch can also be personalised in each case in order to send the member in question only information that is likely to be of interest to him/her. In order to offer members a user experience that is as personal as possible, Migros Golf AG may assess data relating to behaviour and transactions alongside any personal data already available. Further information on this profiling and the rights of members can also be found in the aforementioned Migros Privacy Notice.

Migros Golf AG may, in individual cases, match personal data in cooperation with the golf clubs for the purpose of identifying and verifying members as well as for contacting and verifying lawful participation in tournaments.

## **4.2 Changes to the programme, prices and the GTC**

Migros Golf AG reserves the right to change the programme, prices and the GTC at any time. The relevant applicable version shall be that valid at the time the application was submitted, which cannot be amended unilaterally with regard to the respective contractual relationship.

## **4.3 Severability clause**

Should any provision contained in these GTC be or become invalid or unenforceable or in the event that performance should become impossible, this shall not affect the validity of the remaining provisions. In such a case, the invalid provision shall be replaced by another permitted and effective provision that enables the intended purpose of the contract to be achieved in a legally permissible manner and that comes closest to the original intention in terms of content. The same applies in the event of a gap.

## **4.4 Applicable law and place of jurisdiction**

Swiss law shall be applicable to all legal relations and disputes involving Migros Golf AG, excluding the provisions on the conflict of laws. The place of jurisdiction in respect of any disputes is Lucerne, Switzerland.