

Swisscom Carte Bleue General Terms & Conditions

1. The Swisscom Carte Bleue (hereinafter referred to as Carte Bleue) is a card with a chip, which serves as a storage medium for third-party services (hereinafter referred to as Service Providers). The Carte Bleue is issued by Swisscom (Switzerland) Ltd. (hereinafter referred to as Swisscom). At the time the Carte Bleue or one of the services is used, a contractual relationship is established between the card holder and Swisscom in regard to card administration and with the Service Provider whose services the card holder is using. For further information on the Carte Bleue, please visit www.swisscom.ch/cartebleue.

2. At present, Carte Bleue card holders can utilise the services of the Kitag Kino-Theater AG (hereinafter referred to as Kitag) relating to cashless cinema ticket purchasing and online cinema seat reservations (<http://www.kitag.com/AGBCarteBleue.aspx>).

Swisscom may add further services to the Carte Bleue at any time. The card holder is under no obligation to utilise the services. A contractual relationship with a new Service Provider is only created when the card holder uses a new service or registers with the new Service Provider.

3. Until the card holder registers, the Carte Bleue shall remain impersonal and transferable.

For information on the available services and the corresponding conditions of use (registration, etc.), please visit www.swisscom.ch/cartebleue.

4. Every Carte Bleue issued shall remain the property of Swisscom. It may be withdrawn at any time without specifying reasons. If the card is withdrawn, it shall be replaced free of charge with the exiting customer card of the respective Service Provider, including any credit on the card.

5. All card holders are responsible for the correct use of their Carte Bleue. A lost Carte Bleue can only be blocked, made unusable for third parties and replaced for the rightful owner if it was registered with the Service Provider with a valid name and correct address. A replacement card may be subject to a fee.

Until the card is blocked, the card holder shall remain liable for any use of the card. Swisscom accepts no liability for damages due to loss and/or misuse of the Carte Bleue. In the event that a lost card is found, the owner is obligated to destroy it.

6. Swisscom operates a chargeable Carte Bleue Customer Service hotline on 0900 400 400 (CHF 1.50/call; + CHF 1.50/min., free after 5 mins.; fixed network tariff). Swisscom also provides Customer Services

on behalf of the Service Providers. Customer Services handles all questions and requests related to the services offered by the Service Providers.

The card holder shall notify Customer Services of any change of address or make the change in his personal account set up with the respective Service Provider.

7. By accepting these General Terms and Conditions, the card holder authorises Swisscom and its service partners to collect and process his personal data. This affects any data provided when registering with a Service Provider and data stored by Customer Services (e.g. ticket reservations). The card holder authorises Swisscom and the respective service partner to use and process the data to facilitate the technical and organisational processing of the services and to use and evaluate the data for marketing, advertising, information and market research purposes, i.e. to design and develop their services as needed and to provide tailor-made offers.

Swisscom and the Service Providers may send the card holder specific product and service offers by post, email or SMS. The card holder is entitled to refuse such offers and to object to the use of his data for advertising and marketing purposes at any time by submitting a written declaration to Carte Bleue Customer Services (Swisscom (Switzerland) Ltd., Carte Bleue, 3050 Bern).

Partner companies may also be enlisted to carry out the aforementioned activities. An agreement with the partner company involved, coupled with suitable technical and organisational measures, ensures that no data is used for purposes exceeding the scope outlined above. Data may also be transmitted to countries other than Switzerland. The recorded data shall be treated strictly confidential and not be made accessible to any third parties other than the contractual partners, unless Swisscom is legally obliged to do so or this is required in order to safeguard justified interests of Swisscom.

The Carte Bleue data collection is owned by Swisscom and the respective service partner. There is no link whatsoever to the Swisscom database, to which the Service Providers have no access.

Swisscom and the Service Providers shall adhere to the current legislation when handling data.

8. By ordering or using the Carte Bleue, the card holder accepts these Terms and Conditions. The most current version of the Terms and Conditions is published at www.swisscom.ch/cartebleue and shall be considered accepted by the card holder once they are published.



Swisscom reserves the right to modify the General Terms and Conditions and to change or terminate the Carte Bleue offer.

9. The place of jurisdiction is Bern, subject to statutory provisions regarding the place of jurisdiction. The relationship between the card holder and Swisscom shall be governed by Swiss law exclusively.

2 September 2010