

## General Terms and Conditions for gift cards (GTC)

### 1. General

The public transport gift card is an electronic gift card (debit card) marketed by Swiss transport companies.

The participating transport companies are listed at [www.geschenkkarte-oev.ch](http://www.geschenkkarte-oev.ch). The gift card gives the customer a credit against SBB. These Terms and Conditions govern the relationship between the customer (cardholder) and Swiss Federal Railways (SBB), joint-stock company under special legislation, 3000 Berne 65 (henceforth SBB). The customer acknowledges these Terms and Conditions and undertakes to comply with them.

### 2. Purchasing and loading credit onto gift cards

Gift cards can be purchased and loaded at the staffed ticket offices of the participating transport companies, which are listed at [www.geschenkkarte-oev.ch](http://www.geschenkkarte-oev.ch) under "Where can I buy one?".

Credit can be loaded using cash or a debit card. It cannot be loaded using Reka Checks or a credit card.

The minimum credit load is CHF 10.00 per card. The maximum amount that can be loaded onto a single card is CHF 3,000.

### 3. Uses of gift cards

Gift cards can be used as a means of payment at the ticket offices, travel agencies and ticket machines of participating transport companies.

Gift cards cannot be used as a means of payment for the following services: foreign exchange transactions, TravelCash, InternetCash, Travelers Cheques, Western Union.

Credit balances on gift cards (full value or remaining balance) cannot be paid out in cash.

To pay for goods and services with a gift card, insert it into the card reader. No PIN or signature is required. If payment with the gift card is not possible because of a technical fault, participating transport companies reserve the right to refuse to accept it.

Participating transport companies also reserve the right to investigate customers' financial background and to ask them to produce official proof of identity.

### 4. Remaining balance

The credit balance on the card can be checked at [www.geschenkkarte-oev.ch](http://www.geschenkkarte-oev.ch) or by text message (CHF 0.20 per text).

### 5. Interest

No interest will be paid on gift card credit balances.

### 6. Fees

No fees are charged either for loading credit onto gift cards or for making payments for goods and services using gift cards.

7. **Validity and expiration of gift cards**

Unused credit balances will expire two years after the last date the card was used: i.e. the last time it was loaded or debited. Authorisation requests/balance enquiries do not count as use of the card.

8. **Cardholder's duty of care**

The customer must keep the gift card in a safe place and protect it against misuse by third parties. The customer agrees to accept all transactions completed with the gift card and bear all consequences arising from its use.

9. **Liability**

Gift cards are not personalised and are transferable. They should therefore be treated in the same way as cash. The remaining balance on a card will not be refunded if it is lost or stolen. Damaged gift cards which still have credit on them can be exchanged for new cards at the ticket offices of the participating transport companies. In these cases, the damaged gift card must be handed in.

No liability is accepted for damages incurred by customers as a result of system failures, faults, unlawful interference with transmission networks or other deficiencies. Participating transport companies reserve the right to suspend services at any time and without giving a reason if they identify a security risk relating to the service.

10. **Cancelling transactions**

If a transaction with a gift card has been initiated in error, customers must keep the transaction receipt and present it at the ticket office of a participating company immediately afterwards.

Services purchased in error can be exchanged. No cash payments can be made. Gift cards can only be cancelled and reloaded in isolated cases if the service purchased in error cannot be exchanged.

11. **Data protection**

In principle, no personal data is collected or stored. However, should such data be collected within the scope of Section 3 above, participating transport companies undertake to comply with the statutory provisions of the Swiss Data Protection Act.

If customers provide contact details such as a mobile telephone number or technical network address when making a balance enquiry, these data will be used to provide this service. Customers accept that third parties may be involved in the provision of balance-enquiry services; in this event, however, steps will be taken to ensure that appropriate technical and organisational measures are employed to protect customers' contact details.

12. **Applicable law and place of jurisdiction**

These Terms and Conditions are governed by Swiss law. The place of jurisdiction is Berne. Binding legal provisions remain reserved.

13. **Amendments and additions**

SBB reserves the right to amend these Terms and Conditions at any time. Advance notice of changes will be given at [www.geschenkkarte-oev.ch](http://www.geschenkkarte-oev.ch). Changes will be deemed to have been approved unless the customer surrenders the gift card before they come into effect. The most recent version can be found at [www.geschenkkarte-oev.ch](http://www.geschenkkarte-oev.ch), and it can also be obtained from the ticket offices of participating transport companies.

In the event of any discrepancy between the German, French, Italian and/or English versions of the Terms and Conditions, the German version shall prevail.

Berne, 9 November 2012