

General Terms and Conditions for the E-GUMA voucher system[®]

1 Scope and definitions

These General Terms and Conditions (hereinafter referred to as "GTC") govern the legal relationship between the customer (hereinafter referred to as "Customer") and the cooperative ZFV-Unternehmungen as well as all its affiliated companies and associated companies ¹(hereinafter referred to as "ZFV").

The GTC are available in German, English, and French. In the event of discrepancies or questions of interpretation, the German version shall be authoritative.

All deliveries and services provided by ZFV in connection with E-GUMA[®] vouchers (those that the customer does not redeem as PDF document using the print@home process, hereinafter referred to as "physical vouchers") or E-GUMA[®] online vouchers (those that the customer receives as a PDF document for printing using the print@home process, hereinafter referred to as "online vouchers") and the associated orders or online orders are subject to these GTC. Unless a distinction is explicitly made between physical vouchers and online vouchers, the term "voucher" applies uniformly to both types of vouchers. The customer acknowledges that rights and obligations arising from the order or online order arise exclusively between ZFV and the customer.

The house rules of the respective location where the voucher or the service in connection with the voucher is redeemed are an integral part of these GTC.

By clicking the checkbox: "I have read and accept the terms and conditions," the customer declares that they accept and will comply with the terms and conditions.

2 Validity and return of vouchers

The vouchers are sent to the customer by ZFV with a forgery-proof QR code and/or barcode and/or numerical code, handed over or transmitted electronically.

Online vouchers are made available to customers digitally as PDF documents and can be printed out by the customer themselves. Although it is technically possible to print out multiple copies of the online voucher, only one printout of the online voucher is valid and can be redeemed. The first online voucher redeemed with the E-GUMA[®] voucher management system using the corresponding QR code and/or barcode and/or numerical code is considered the original and is debited from the ZFV system immediately after redemption. Multiple redemption of the same online voucher is not possible.

There is no claim to fulfillment and/or delivery, or to compensation from ZFV, if someone attempts to redeem multiple online vouchers with the same QR code and/or barcode and/or numerical code, even if the redeemer is not the legal owner of the voucher.

As a voucher or online voucher can be passed on or given away, ZFV has neither an obligation nor the possibility to check the ownership of the redeemer. Upon redemption, the only check made is whether the corresponding E-GUMA[®] voucher number has been approved in the E-GUMA[®] voucher management system and whether the voucher or online voucher has sufficient credit for the desired service.

Vouchers are generally valid for two (2) years (see date and validity period on the voucher). After this period, ZFV is no longer obliged to accept them. Lost vouchers or online vouchers that are no longer stored electronically by the customer or available in their email program will not be replaced. Vouchers cannot be returned in exchange for cash.

If the value of the voucher exceeds the value of the service consumed, there is no entitlement to a refund of the outstanding voucher amount. In such cases, ZFV is willing to credit the remaining voucher balance in full towards future visits or purchases. The ZFV is not obliged to accept vouchers that have not been paid for and are therefore not released in the E-GUMA[®] voucher management system as a means of payment. For operational reasons, the services listed on the voucher can only be provided or guaranteed by the respective establishment if a corresponding reservation has been made in good time, insofar as a reservation requirement applies or is customary at the respective establishment. This applies in particular to vouchers in connection with overnight stays and vouchers for groups. The vouchers can only be redeemed at ZFV and its establishments. If ZFV or one of its establishments ceases operations or closes permanently for economic, organizational, or legal reasons, any unused vouchers will expire. The same applies in the event of a verifiable change of ownership, in which case recourse to ZFV as the issuer of the vouchers is excluded.

¹ "Affiliated companies" within the meaning of these General Terms and Conditions are all legally independent companies in which the ZFV-Unternehmen cooperative holds a direct or indirect majority interest or which are under the economic management or control of the ZFV-Unternehmen cooperative.

3 Payment

The customer can choose between payment by credit card, TWINT, PostFinance, or invoice. When paying by credit card, the amount will be charged to the customer's chosen credit card immediately. Invoices from ZFV are due immediately and payable without any deductions. From the 30th day after the invoice date, ZFV is entitled to charge interest on arrears at a rate of 5% p.a. Any expenses shall be borne by the customer. Offsetting is only permitted with undisputed or legally established claims. The customer may only assert a right of retention if it is based on the same contractual relationship.

4 Delivery

Online vouchers are delivered exclusively via the print@home process. The customer is responsible for providing a correct and valid email address and for ensuring that the email containing the vouchers is received correctly. After completion of the purchase process with payment by credit card, TWINT, or PostFinance, the vouchers will be sent to the customer immediately in PDF format to the email address provided during the ordering process. If payment is made by invoice, the voucher will be sent in PDF format to the email address provided during the ordering process only after receipt and successful posting of the payment by ZFV. A mere payment instruction or confirmation is not sufficient; the actual recording of the payment by ZFV is decisive.

In the case of physical vouchers, ZFV shall endeavor to adhere to the agreed or specified delivery time. If this is exceeded by more than six weeks, the customer is entitled to set a reasonable grace period of at least one month and to indicate that they will refuse to accept the vouchers after this period has expired. If no agreement on a new delivery date is reached within this grace period, the customer may withdraw from the purchase contract by written declaration. Compensation for damages due to delayed delivery or impossibility of delivery is excluded, unless there is intent or gross negligence. This also applies to indirect damages, lost profits, or consequential damages. The risk shall pass to the customer as soon as the vouchers have been handed over to the transport company (including Swiss Post or comparable service providers) and have left the ZFV premises or the warehouse of the ZFV or its supplier. Transport damage must be reported by the customer directly to the transport company within the specified time limits. This also applies if ZFV has assumed the transport costs. If the vouchers are delivered by ZFV itself or by a supplier of ZFV itself without the involvement of a transport company, delivery to an authorized recipient at the customer's premises (e.g., an employee) shall be deemed proper delivery. The ZFV accepts no liability for loss or damage occurring after delivery to the customer. In the event of returns by the customer, the customer bears the full risk, in particular the transport risk until the vouchers arrive at the ZFV. The transport costs of a return shipment are to be borne by the customer.

5 Right of withdrawal

There is no right of withdrawal for vouchers that are paid for online by credit card, TWINT, or PostFinance and delivered using the print@home procedure.

Vouchers paid for by invoice can be canceled within 24 hours by emailing topssupport@zfv.ch and must be returned to ZFV within three business days (from receipt of the vouchers).

6 Defects

The customer is obliged to check the vouchers upon receipt and to notify ZFV in writing by email topssupport@zfv.ch of any complaints regarding the scope of delivery, material defects, incorrect deliveries, or quantity discrepancies within 7 calendar days of receipt of the vouchers, provided that the defects are apparent upon reasonable inspection. In the event of justified complaints, ZFV will correct the delivery free of charge. Depending on the nature of the defect, the defect will be remedied by replacement delivery, return of the voucher against refund of the purchase price using the same means of payment used for the voucher purchase, unless otherwise agreed, or by an appropriate price reduction. If the replacement voucher is also defective, the customer shall be entitled to rescission (cancellation of the purchase contract) or a reduction (price reduction).

7 Personal data/data protection

The customer acknowledges and agrees that ZFV and its suppliers may obtain personal data in connection with the provision and maintenance of the E-GUMA® voucher management system and the provision of services. ZFV is entitled to collect, store, and process the customer's personal data required within the scope of the business relationship, taking into account the appropriate duty of care when handling this data.

The data protection provisions can be viewed at: [Privacy Policy| ZFV companies](#)

8 Disclaimer

The vouchers are created and managed via an IT system that enables them to be uniquely identified and tracked. The ZFV makes every effort to ensure that voucher sales and the website are reliable, secure, and free of disruptions at all times. However, in exceptional cases, technical problems, interruptions, or overloads of the IT systems may occur, whether on the part of the ZFV, its technical service providers/suppliers, the platform providers used, or the user or customer themselves. The ZFV accepts no liability for any damage resulting from this. The ZFV is also not liable for damage caused by unauthorized access, illegal interference by third parties, or other misuse of the IT system, regardless of whether this occurs on the part of the ZFV, its technical service providers/suppliers, or the platform providers.

9 Final provisions

In addition to these GTC, further provisions and order conditions may apply, which take precedence over the GTC. Changes or additions to orders already placed must be made in writing. Unilateral changes or additions by the customer are invalid.

The ZFV reserves the right to amend the GTC at any time without giving reasons. Such amendments shall not apply to orders already placed or vouchers already issued.

Swiss law applies. The exclusive place of jurisdiction is Zurich.

Should individual provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.

Zurich, last updated: August 1, 2025