# General Terms and Conditions for the course program in the F. Hoffmann-La Roche Ltd indoor pool

The course program for the F. Hoffmann-La Roche Ltd (hereinafter "Roche") indoor pool takes place exclusively in accordance with the General Terms and Conditions (hereinafter "GTC") specified here. Roche reserves the right to change and/or supplement the GTC at any time. The latest version applies. In addition to these GTC, the "Roche Indoor Pool Bathing Regulations" also apply and form an integral part of the course agreement.

**Registration:** Registration involves signing up for all lessons in one of the programs offered (aquafit, aquaforce, crawl or swim course). Registration is only binding after confirmation of participation by Gsünder Basel, and definite following payment of the course fees.

**Course fees:** The course fees are due before the course begins, and payment should be made to Gsünder Basel. Gsünder Basel will invoice you for the course fees after registration. Your personal contact details will be required for this.

**Declaration of fitness and exclusion of liability:** Every course participant must sign a declaration of fitness when registering, in which they provide information about the state of their health and agree to tell the course leader about any possible health risks without delay. Roche's liability for personal injury or damage to property is excluded insofar as legally permitted.

Course extensions do not require a new declaration of fitness provided there have been no changes to your health in the meantime.

**Number of participants:** The course will take place when at least 8 people register. The maximum number is 20 people for aquafit/aquaforce and 14 for crawl or swim course. A later course entry is possible at any time. Only the remaining lessons from the start of the course until the end of the course will be charged. For crawl and swim courses this is only possible after prior consultation with Gsünder Basel.

**Non-attendance:** In the event that a course participant is prevented from taking part in a class, they cannot request a refund of the course fee. The course fee must always be paid in full. In the event of accident or illness, course participants will receive a credit note for the lessons missed upon presentation of a doctor's certificate, which can be redeemed in the following semester. Lessons missed for any other reason (in particular as a result of holidays) can be neither compensated nor credited.

Misc.: All participants should be changed and ready at the indoor pool 15 minutes before the first course lesson.

**Applicable law and place of jurisdiction:** In the event of any disputes arising from the course agreement, Swiss law alone shall apply, with the exclusion of the conflict rules of international private law. The exclusive place of jurisdiction is Basel.

## **Bathing Regulations**

#### I. General provisions

- 1. These Bathing Regulations govern safety, order and cleanliness in the Roche indoor pool. They are binding for all guests (hereinafter "Users") of the Roche indoor pool. When entering the indoor pool, the User agrees with these Bathing Regulations, as well as any other instructions issued to maintain the operational safety and hygiene of the indoor pool.
- 2. Users are to refrain from any activities that are contrary to the use of the indoor pool or its installations and that compromise its safety, order and cleanliness.
- 3. The instructions of supervisory staff must be followed at all times.
- 4. For safety reasons, the indoor pool entrance area and swimming pool are under video surveillance.
- 5. These Bathing Regulations may be changed by F. Hoffman-La Roche Ltd (hereinafter the "Operator") at any time. The latest version of the regulations applies.

#### II. Opening hours and access

- 1. The indoor pool in the Staff Amenities Building (Bldg 67) is open to Roche employees first and foremost. Access is defined in accordance with the access regulations. All Users, including any guests, companions or family members, must have valid access authorization.
- 2. The opening hours and hours of use are published on the company website/on the intranet and also displayed at the indoor pool. The Operator may partially or fully restrict the use of the indoor pool for operational, technical or maintenance purposes. In this event, any courses will be canceled without compensation or rescheduled to another date. The Operator may deviate from the usual opening hours for its own use at any time and without compensating Users.
- 3. For hygiene reasons, persons with skin diseases or communicable diseases, as well as persons with wound dressings or open wounds, are prohibited from using the indoor pool.
- 4. Persons who are prone to seizures or fainting or have a disability must notify the supervisory staff and, in very severe cases, may only use the swimming pool under the supervision of a responsible person.
- 5. The Operator of the swimming pool or the supervisory person may exclude a User from using the swimming pool at any time if they violate the Bathing Regulations or other instructions issued to maintain the operational safety and hygiene of the indoor pool or pose a danger to themselves or third parties.

### III. Use of the facilities

- 1. Non-swimmers are not permitted to use the swimming pool.
- 2. The pool may only be accessed via the changing and shower rooms. Only the facilities in the changing rooms are to be used for changing clothes. You are not permitted to bring handbags, clothes, shoes or any other items not required for swimming into the swimming pool area.
- 3. All other items must be placed and stored in the lockers provided.

- 4. Breakable objects, in particular glass and ceramic, may not be used in the changing areas, including the shower rooms, or in the swimming pool area.
- 5. Showering with soap is mandatory before entering the swimming pool area. Refrain from using body oils and ointments before using the swimming pool.
- 6. All Users must wear slippers/flip-flops or other shoes suitable for the swimming area in the changing rooms and poolside area. Outdoor shoes may not be used, except in the entrance and changing room areas.
- 7. To prevent accidents, you may only dive into the pool from the starting blocks. Jumping in from the long edges of the pool is prohibited. Racing, as well as pushing or throwing other people into the swimming pool, is prohibited.
- 8. Users are not permitted to bring or use musical instruments, sound systems, mobile phones or other technical equipment in the swimming pool area. You are not permitted to hold telephone calls, make videos or take photographs in the swimming pool area.
- 9. Food and beverages may not be taken into the indoor pool and associated rooms. Smoking is not permitted anywhere.
- 10. Animals are not admitted.

#### IV. Liability

- 1. Users use the indoor pool at their own risk. Any liability of the Operator is excluded insofar as legally permitted. This applies in particular to cases of slight or ordinary negligence.
- 2. All facilities are to be treated appropriately and carefully. Users are liable for all causal or culpable damage.
- 3. The Operator is not liable for theft or loss, or the destruction of or damage to personal effects by third parties.

#### V. Miscellaneous

In the event of any disputes arising from the use of the indoor pool, Swiss law alone shall apply, with the exclusion of the conflict rules of international private law. The exclusive place of jurisdiction is Basel.

### By signing this agreement, the course participant confirms that they have understood these GTC and the Bathing Regulations and agrees to their content.

First name and last name:

Place and date:

Signature: