

## General Terms and Conditions of the Fitorama Recreation and Fitness Center

Welcome to Fitorama! We're looking forward to doing our best to make your time with us a great experience. For everything to work smoothly, and in the interest of an impeccably clean Fitorama, we would like to remind you of the most important points of our General Terms and Conditions, which you accepted when you joined Fitorama. Our General Terms and Conditions is a part of your membership agreement. We thank you for your understanding, and will do our very best to fulfill your expectations as our customer.

### Check-in/Check-out

On every visit, you must check in and out using the compulsory chip bracelet that is given to every member upon signing a membership contract. This chip bracelet must be worn visibly on the premises at all times and is not to be deposited at the reception desk.

### Entire Premises

You may use the various services offered at Fitorama up to half an hour before closing time. We kindly ask you to comply with the hygiene regulations and to follow the staff members' instructions. Please wear your street shoes to and from the changing rooms only. Persons who are suffering from any contagious disease, such as skin disease, or who have any other severe condition, will not be allowed to use the facilities. In the interest of all concerned, we kindly ask individuals with strong body odor to take adequate measures, such as showering prior to working out or otherwise using the facilities. Please respect the personal and ethical boundaries of other gym members.

Additionally, please do not phone in the fitness or gym rooms. The use of any camera devices is prohibited in the bathrooms and wellness areas. Facetime is forbidden in the whole Center.

### Food and Drinks

For reasons of hygiene, we kindly ask you to consume food and drinks only at the bar or at the tables provided. Only bottles with a pull-out drinking spout are permitted in the training areas. Please do not bring in and consume your own food.

### Clothing

Appropriate sports/fitness clothing (shorts / leggings, top / t-shirt and sport shoes) should be worn in the training zones. Everyone is expected to bring a towel to use as a perspiration absorber while reclining on any surfaces or seated on the equipment during their workout. Admission to the fitness areas is allowed only with clean and color-fast sports shoes (no black soles and no street sneakers).

### Fitness Room

Please return dumbbells and weight plates from the weight machines and/or the dumbbell bars to their original location after use. All cardio equipment should be sanitized with the spray cleaner and paper towel provided – please take care not to spray the cleaning agent directly onto the touch screens. Thank you!

### Wardrobes

Street clothes should be stored in the lockers provided. Please be sure your locker is locked. Please do not hang up any sweaty laundry or leave it lying around. Out of consideration for others, please towel off well after leaving the bathrooms, in an effort to avoid leaving any traces of water behind. It will be appreciated by those coming in after you. Please leave your sports bag in the locker room during your visit. In everyone's best interest, our wardrobe zones and bathrooms will be checked and cleaned regularly.

### Lost Items

Forgotten belongings are kept at Fitorama for one month and then donated to charity. Claims for compensation or restitution will not be accepted.

### Compulsory Showering

Before using the steam bath, the Hamam or the solarium, a full body shower with soap is required.

### **Shower and steam bath**

We recommend the use of bathing shoes in the entire bathroom areas and the Hamam. Please dry off your entire body thoroughly before leaving the shower and spa areas. Band-Aids tend to loosen in the damp environment of the bathing zones and be removed before entering the bathing area. Please refrain from using the bathing area and the Hamam even if you have only minor open lesions. Wearing street clothes, swimsuits or undergarments in this area is not allowed. Please refrain from using privately owned fragrant substances.

Our motto is: "Train and relax at Novartis Fitness Center; shave, cut nails, grate off calluses, apply hair colors and facial masks at home".

### **Hamam**

The Hamam is not a nude zone. The wearing of swimwear or linen towel/cloth (Pestemal) is mandatory. Please only use linen towels/cloth issued by Fitorama. The linen towel/cloth is taken off in the following rooms:

- In the steam bath – ladies and gentlemen separately
- In the cleaning room (Lif & Kese) – ladies and gentlemen separated
- In the mud bath (Rhassoul)
- In the Hamam massage (Halvet)

Of course, you may wrap yourself in a bathrobe or bath towel in the relaxation area.

For hygienic reasons the Kese (peeling glove) must not be immersed in the relaxation basin.

Please refrain from wearing watches and jewellery in the Hamam.

Pay attention to the door signs. Violating the personal space/privacy of others may result in the withdrawal of membership without any right of refund. The Hamam is a purification ritual for body, mind and soul. We ask you to respect this and not to exchange in any kind of caresses.

### **Attention**

Use of the premises at your own risk.

We therefore recommend that you consult a sports doctor before taking up any kind of training. Please consider that your limits of performance are easily overestimated in the fitness, gym and bathing areas.

Training under the influence of alcohol or drugs is dangerous. We are entitled to refuse entry to visitors who have consumed alcohol or drugs and/or to ask them to leave the Novartis Fitness Center premises. Paid entrance fees will not be refunded.

For your own safety, please respect the rules which Fitorama has posted for the the steam bath and the Hamam. Please ask us if you need any further information.

### **Solariums**

Please consider wearing eye glasses as mandatory. Please note the usage rules and instructions. For further information we are at your disposal.

### **Courses**

Please keep in mind that we limit the number of participants in our classes in the interest of all our visitors and that we, therefore, cannot guarantee you a place in any of our classes.

### **Hygiene is a Priority**

You should not only feel well in the Fitorama, but should also be able to rely on the general hygiene and cleanliness of the premises. Tests are regularly conducted by independent laboratories. Our visitors, therefore, have the guarantee that they will find optimal conditions on the premises at all times.

### **Daily Cleaning**

- A thorough cleaning and disinfecting of the entire premises takes place every night after business times.
- All bathing areas are sprayed with cleaning products and then cleaned and rinsed.
- The locker rooms are cleaned by hand with the use of cleaning products and partially cleaned by machine.
- Additionally, all barefoot zones are sprayed with highly efficient and long-lasting disinfectants.
- All other areas undergo thorough cleaning and maintenance.
- During the day, all areas are monitored and cleaned by members of our staff.

### **Time-stop of a Year Pass**

For well-justified reasons only, (illness, pregnancy, accident, business trip abroad, military service, language school abroad, etc.), you may leave your Year Pass at reception for a period of between 1 and 9 months. Holidays are generally not accepted as a reason for a time-stop. The time credit will be added without any interruption of the existing Year Pass. The time-stop request and written notice of your absence has to be handed in at our reception desk prior to your absence. A retroactive time-stop is possible only in the event of illness or accident. Such a time-stop must be requested within 10 days of the incident and be accompanied by a doctor's note stating that training had to be discontinued. Requests which are handed in after this delay can no longer be considered. The administrative costs are CHF 30.– for each time-stop (to be paid in advance). In the case of installment payments, the installments have to be continuously paid for the duration of a time-stop.

### **Holiday absence/replacement**

If you are absent due to holidays for at least 2 to a maximum of 4 weeks per year, you can deposit your annual pass to a person of your choice in Fitorama. This person can use the Fitorama during your absence according to your annual pass. Holiday replacements are only possible if the annual pass respectively the chip bracelet was deposited with the specification of the personal details of the appropriate holiday in advance at the reception.

### **Refund of Year passes**

Refunds of Year Passes can be approved only in cases of hardship, such as a long-term illness, an accident or a change of domicile in the radius of more than 30 km of Basle city (subject to management's approval). The Year Pass has to be handed in together with a written request for a refund and with the necessary written proof, such as a medical certificate, written notice from your employer, or the municipality of the new domicile ("Einwohnerkontrolle"), etc. Guests have a right to a refund up to the sixth month. After this period the Year Pass is considered to be depreciated. A proportional projection is valid for contracts over a longer time period:

#### **Refund Calculation:**

- Within 1st month: refund 50.0% of the Year Pass price\*
- Within 2nd month: refund 41.6%\*
- Within 3rd month: refund 33.2%\*
- Within 4th month: refund 24.9%\*
- Within 5th month: refund 16.6%\*
- Within 6th month: refund 8.3%\*
- From 7th month onwards: no refund

\*Point of reference being the actual amount paid, less CHF 50.– for the administrative expenses.

### **Time-stops, Refund of Visit Passes, Special Arrangements, etc.c.**

These offers cannot be put on-hold or refunded.

### **Minimum Age**

16 Years

### **Insurance**

Fitorama and its staff members disclaim any liability for accidents, injury or illness. You are responsible for arranging adequate insurance cover.

### **Theft**

Fitorama is not responsible for the loss or theft of any personal possessions, whether or not of high value, money, clothes, etc. We can accept no liability for items left behind. You are responsible for arranging adequate insurance cover.

**Parking rules**

Please note that the parking spaces in the backyard are rented. Parking is allowed only with the permission of the renter at certain times and in certain parking places. The current regulations are available at the reception.

**Important**

By respecting the General Conditions, you are playing an important part in maintaining the high-level hygienic standards of Fitorama.

**The court of jurisdiction is Basel.**

**Important Information****Chip bracelet**

The chip bracelet is property of Fitorama and must be returned after the termination of membership. Should the chip be damaged or lost due to improper handling, CHF 15.– will be due for replacement.

**Services in the Fitness Area**

Training consultation (assessment of needs, risk and current physical condition; training program; training instructions and support; reassessments of physical condition) is as per the requirements stipulated by Qualicert.

**Members recruit members**

Each member, which recruits a new member, will be rewarded with a CHF 50.– current account credit. This only applies if the recruiting member is noted on the new member annual contract. Important: This reward will be credited to your personal Fitorama account as soon as the new member has paid the annual subscription. When concluding the contract, it is therefore imperative that the new member notes the name of the recruiter on the contract. This is not cumulative with other member promotions.

**Credits**

Recruiting credits are strictly personal and cannot be transferred. Upon expiration of the membership, only personally paid credits will be refunded; loyalty bonuses will expire.

*We would like to thank you for your membership, and we are looking forward to many rejuvenating and healthy hours in your company!*

Basel, June 2019