## **MIGROS Gruppe**



# **General Terms and Conditions of Participation in the Festival**

## 1. Organiser, issuer, purpose and acceptance of the General Terms and Conditions of Participation in the Festival

- The festival will be organised by the Eidgenössisches Schwing- und Älplerfest (ESAF), ESAF 2025 Glarnerland+ Geschäftsstelle, Netstalerstrasse 44, 8753 Mollis ("Organiser"), on behalf of the Federation of Migros Cooperatives ("FMC").
- The General Terms and Conditions of Participation in the Festival are issued by the FMC and aim to support the pre-event organisation. They also aim to ensure the effective organisation and safety at the festival site so that all participants feel safe and comfortable. The General Terms and Conditions of Participation in the Festival are binding for all participants attending the employee festival of the Migros Group companies.
- Employees can register for the festival in two ways:
  - Using a personal invitation: registration by scanning the QR code received by post on their mobile phone or by entering their personal password on a PC on the website events.migros.ch/de/#rsvp.
  - Without a personal invitation: registration via the website <u>migros.ch/m100-registration</u>using a generic QR code or password provided by the employee's company.

#### 2. Registration/participation

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Who is invited to the employee festival?	<ul> <li>Participants:</li> <li>Employees of the Migros Group in Switzerland – regardless of their level of employment – (Migros cooperative retail, Migros-Industrie, commerce, financial services, healthcare, including employees of franchise companies) with a valid employment relationship on the cut-off date of 2 September 2025 (including employees on an hourly wage, in training or with a fixed-term contract).</li> <li>Retired employees (retirement between 1 January 2025 and 2 September 2025) will also be invited. Retired persons wishing to attend the festival are responsible for taking out their own accident insurance cover.</li> <li>External employees are not be invited.</li> </ul>
What about employees who are on maternity/paternity leave, performing military/civilian service or on unpaid leave during the festival?	<ul> <li>Maternity/paternity leave: employees who are on maternity/paternity leave are not obliged to perform any work duties during this period. Participation in the festival is voluntary for such employees and does not count as working hours.</li> <li>Military/civilian service: employees who are performing military/civilian service and wish to attend the festival must request holiday leave.</li> <li>Unpaid leave: employees taking unpaid leave are invited to attend the festival on a voluntary basis, but will not receive any remuneration.</li> </ul>

- Registration for the event is mandatory. Once employees have received the invitation by post as of 18 February 2025, they have until 31 March 2025 to register or de-register on the website <a href="migros.ch/m100-registration">migros.ch/m100-registration</a>.
- Registration at a later date is not possible (with the exception of employees who have recently joined the Migros Group). For organisational reasons, employees wishing to attend on one of the festival dates must

reserve both dates when registering. However, they will then be allocated a day to attend the festival – either the Monday or Tuesday. The decision on which day is allocated will be made by the company where the employee works and is binding.

- Participation is only be permitted with an official festival ticket issued by the festival organisational committee. The festival ticket will be sent to the participant's e-mail address indicated during registration several weeks before the festival. The ticket is only valid for the persons registered and is not transferable. Unregistered participants and third parties are not permitted to enter the festival grounds.
- If employees have registered for the festival but are absent without justifiable grounds and do not perform their
  work duties on this day, the company is responsible for taking appropriate measures, such as a pay cut or a
  reprimand if necessary. Registered employees unable to work due to illness, accident or compelling
  reasons/family emergencies and who would have been obliged to work on that date must report their absence
  to the company concerned. Absences will be treated in the same way as on normal working days.

#### 3. Compensation for working time

All Migros Group employees attending the festival will be credited with either a half or full working day:

- Employees with a level of employment of up to and including 50% will be credited with half a working day (based on a 100% level of employment, e.g. FMC 4.1 hours, Migros Online 4.25 hours).
- Employees with a level of employment of 51% or more will be credited with a full working day (based on a 100% level of employment, e.g. FMC 8.2 hours, Migros Online 8.5 hours).
- For employees paid on an hourly basis, the annual average before the cut-off date (31 August 2025) will be applied.

If additional time is required for the festival, this will be deemed free time and will not be covered by the employer. Employees who are actually required to work on the festival date and who do not attend the festival and are not unable to work for justified reasons must take holiday leave on these dates.

#### 4. Travel to and from the festival site

Travel to and from the festival site in Mollis (canton of Glarus), will be organised by the Federation of Migros Cooperatives and will be provided using bus or rail services from the various locations close to employees' place of residence. All participants must travel to/from the festival by public transport and/or bus. Private vehicles are not permitted and all access roads for private transport will be closed. Participants will be informed at least three weeks before the event about the transport service to be provided for travel to/from the festival via e-mail to the e-mail address indicated during registration. To ensure the scheduled transport capacity is sufficient, participants must adhere to the departure points, transport services and times indicated on their personal ticket. The festival ticket will be sent to the participant several weeks before the festival by e-mail to the e-mail address indicated during registration.

#### 5. Expenses

Employees will receive a ticket that allows them to travel free of charge from their chosen point of departure to the festival and back by rail (2nd class) and/or bus. Employees can enjoy catering services free of charge at the festival. This means no expenses may be claimed.

#### 6. Opening hours of the festival site

The festival will take place from 8.30 a.m. to 8 p.m. with employees arriving and departing on a staggered basis for transport/logistical reasons. General principle: the longer the journey, the later the time of arrival and the earlier the time of departure. It is not permitted to enter the festival site outside of the opening times.

#### 7. Liability

All participants are required to exercise due care at the festival site and will be held liable for any damages they cause to persons, facilities and equipment at the festival site. They must immediately report any damage that they cause to the Organiser.

The Federation of Migros Cooperatives and the Organiser completely exclude liability for any damages to the extent permitted by law.

#### 8. Pets

Taking animals of any kind onto the festival site is prohibited. The only exceptions are assistance dogs for people with disabilities (this must be indicated accordingly during registration).

#### 9. Food and drink – catering services

Water, soft drinks, coffee, beer and wine will be available free of charge for all participants at the festival. Food served in the festival tents and at all food stands will also be free of charge throughout the entire festival. However, catering services will not be available during the opening show from around 11.30 a.m. to 12.30 p.m.

The catering services will be the same as those provided at the Eidgenössisches Schwing- und Älplerfest (ESAF) and will include a wide selection. Information about ingredients and alternatives will be available at the food stands. In case of doubt, participants with specific food allergies are advised to bring their own food at their own expense.

#### 10. Illegal substances and alcoholic beverages

The use of illegal substances and the excessive consumption of alcohol and spirits is not be permitted at the festival site. Alcohol may only be served to and consumed by persons over the age of 16. In the event of doubt, ID documents will be checked. The system used for checks to prevent alcohol being served to persons under the age of 16 is based on the Organiser's security measures.

#### 11. Image and sound recordings

Image and sound recordings will be made during the festival in which employees may also be recognisable. (also see section 3.6 "Image and sound recordings" of the <u>Employee Privacy Policy</u>). The recordings may be published by the FMC/Migros Group on the Internet, intranet, internal/external platforms or social media, in particular for the purposes of communication, documentation, staff recruitment and public relations (see in particular sections 5.10 and 5.15 of the <u>Employee Privacy Policy</u>).

#### 12. On-site security

The Organiser has produced a detailed security plan for this employee festival. Emergency services, the Samaritans, security personnel and assistants will be present at the festival site throughout the entirety of the event. If an incident requiring evacuation of the site occurs, participants will be informed by means of loudspeaker announcements, additional megaphone announcements and/or text messages (sent to the telephone number provided by participants during registration). The following instructions must be followed in the event of an emergency:

- 1. Remain calm and listen to the announcements of the persons designated by the Organiser.
- 2. Always keep mobile phones switched on and avoid unnecessary calls.
- 3. The instructions issued by the emergency services/security staff must be followed.

#### 13. Expulsion from the site

Individuals or entire groups may be expelled from the festival site by the Organiser in the event of violations of the festival regulations or inappropriate behaviour.

#### 14. Applicable law and place of jurisdiction

These General Terms and Conditions of Participation are governed exclusively by Swiss law, to the complete exclusion of the conflict of laws rules of private international law. The exclusive place of jurisdiction for all disputes is the City of Zurich.

### Prize draw (competition organised by Migros Bank AG)

By registering for the anniversary festival, I agree to the following General Terms and Conditions of Participation and Privacy Policy for the competition to be held on site.

**Terms and Conditions of Participation:** All natural persons employed by a Migros Group company at the time of the anniversary festival with a valid employment relationship on the cut-off date of 2 September 2025 are eligible to participate (see section 2 above) and retired employees (retirement between 1 January 2025 and 2 September 2025). Participants must also register for the anniversary festival being held on 1 or 2 September 2025 (each a

separate festival date) and accept these General Terms and Conditions of Participation. Participants enter the competition by attending the festival site on the relevant, allocated festival date and by accepting a prize draw ticket. Employees of Migros Bank AG, the Federation of Migros Cooperatives and Migros Supermarket Ltd who were actively involved in organising the competition as well as members of the anniversary festival organisational committee are excluded from participation.

The winners will be drawn randomly from all participants on each respective date of the anniversary festival. The winners will be notified at the anniversary festival.

Each participant may only enter the competition once.

The following cash prizes can be won on each festival date: 1 x CHF 5,000, 3 x CHF 2,000, 30 x CHF 1,000, 54 x CHF 500, 72 x CHF 250, 140 x CHF 100. The cash prizes can only be paid into an account with Migros Bank AG. If the winner does not yet have an account with Migros Bank AG then an account must be opened for the cash prize to be paid out. The cash prize will be paid once the account has been opened. Participation and the opening of a new Migros Bank AG M private account and account management are free of charge.

Any prizes that cannot be paid into a Migros Bank AG M private account by 31 October 2025 at the latest will be forfeited without replacement. Payout of the prize in cash is excluded.

Instead of paying out the cash prize to an account with Migros Bank AG, the Competition Organiser may, for justified reasons and at its own discretion, decide to pay out the prize in the form of a Migros gift card of equivalent value.

There is no right of appeal. No correspondence about the competition will be entered into except with the winners.

The transfer of prize draw tickets – whether in return for remuneration or not – is prohibited. The Competition Organiser also reserves the right to exclude participants from the competition if abuse and/or violations of these Terms and Conditions of Participation are suspected or confirmed, or for other justified reasons. The Competition Organiser reserves the right to change the way in which the competition is organised at any time and to suspend, cancel or prematurely terminate the competition for justified reasons.

The exclusive place of jurisdiction for all disputes arising out of or in connection with this competition is Zurich. The competition and all legal relationships between the Competition Organiser and any winners is governed exclusively by Swiss law, to the full exclusion of the conflict of laws provisions and the provisions of the Vienna Convention (United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980).

#### Data privacy:

Protecting your data is important to us. Detailed information on the use of your personal data can be found under "Allgemeine Informationen zum Datenschutz bei der Migros Bank" (General information on privacy at Migros Bank AG), which is available in electronic format on the website at www.migrosbank.ch/grundlagen or which can be obtained from Migros Bank in paper form if required.

Competition Organiser:

Migros Bank AG, Seidengasse 12, 8001 Zurich