

GENERAL TERMS AND CONDITIONS OF THE SENSE GALLERY

1. Scope of Application

These general terms and conditions (hereinafter referred to as "GTC") govern the contractual relationships between Tarchini FoxTown SA (hereinafter referred to as "The Sense Gallery") and its respective customers (hereinafter referred to as "guest") and apply to all legal relationships arising from the use of the online shop at www.thesensegallery.com and the on-site spaces and facilities of The Sense Gallery.

2. Acceptance of These GTC

The current version of the GTC is published on The Sense Gallery's website and is available in printed form for consultation at the entrance of The Sense Gallery. These GTC are an integral part of every contractual relationship between the guest and The Sense Gallery. By purchasing an entry ticket online or on-site at The Sense Gallery, the guest confirms that they have read the individual clauses of The Sense Gallery's GTC and have understood and accepted their content.

3. The Sense Gallery Rules

The guest is required to comply with the internal regulations of The Sense Gallery and follow the instructions given by The Sense Gallery staff. A copy of the regulations can be consulted at the entrance of The Sense Gallery. In case of serious violations of the GTC and/or the internal regulations, the guest may be immediately prohibited from accessing The Sense Gallery premises. The Sense Gallery also reserves the right to remove the guest from The Sense Gallery premises if their behavior and/or physical or mental state is deemed inappropriate by The Sense Gallery's on-site staff. In such cases, requests for refunds of payments already made are excluded.

4. Offer and Contract Formation

The following types of access to The Sense Gallery are available:

- Individual Adult Entry Ticket
- Individual Junior Entry Ticket
- Individual Kids Entry Ticket
- Family Entry Ticket
- Group Entry Ticket

The entry fee includes access to all spaces within The Sense Gallery. The purchase of a ticket is binding. Failure to use the entry ticket does not entitle the holder to a refund or a new entry reservation. Requests for changes or cancellations of reservations are not allowed. By purchasing an entry ticket to The Sense Gallery, the guest is granted unlimited access to the spaces during the time slot selected at the time of ticket purchase.

Tickets purchased online or on-site are not personalized and can therefore be transferred as long as they correspond to the same type of access.

The Sense Gallery reserves the right to modify or adjust its offer and opening hours at any time. In the event of a temporary limitation of the offer or opening hours, the guest is not entitled to refunds or changes to their entry time to The Sense Gallery. Closures due to

technical or operational reasons (e.g., cleaning, renovations, maintenance, etc.) do not entitle the guest to a refund.

The guest is not entitled to refunds, compensation, or substitute services if The Sense Gallery is unable to provide the service for reasons beyond its control (including cases of force majeure, closures due to health or safety reasons, or official regulations).

The contractual relationship comes into effect when the guest receives a confirmation from The Sense Gallery for their order placed online through the website thesensegallery.com or on-site, along with the order details and these GTC.

5. Gift Vouchers

The Sense Gallery gift vouchers can be redeemed online at www.thesensegallery.com or on-site at The Sense Gallery in Mendrisio. Once the expiration date indicated on the gift vouchers, complimentary vouchers, or vouchers issued for other special promotions has passed, they cannot be renewed. Vouchers do not entitle the holder to change, exchange, refund, or credit for a subsequent service purchase. The Sense Gallery voucher will not be replaced in case of loss, deterioration, or theft.

6. Damaged Vouchers/Tickets

The Sense Gallery paper vouchers/tickets whose QR code is no longer readable lose their validity. However, they can be presented at the entrance in digital format if available. In the event of duplicates or fraudulent actions (resulting in a report to the authorities), The Sense Gallery reserves the right to refuse all presented vouchers/tickets and deny entry to The Sense Gallery.

7. Payment Procedure and Methods

Payment for online and on-site orders can be made via credit/debit card, Twint, PayPal, Postcard, or cash (CHF/EUR). Credit card payments are processed through Worldline Switzerland Ltd, known as Saferpay. Tickets remain the property of The Sense Gallery until full payment has been received. The Sense Gallery service can only be provided after payment has been completed. The guest has no right to refunds or vouchers as compensation for any lost time due to payment delays. All prices are expressed in CHF and are gross prices, meaning they include all price components, including all taxes and VAT. Prices are subject to change without notice.

8. Liability

Use of The Sense Gallery spaces is at the guest's own risk. The Sense Gallery, its employees, and on-site staff disclaim any liability for damages resulting from accidents, injuries, or illness.

The Sense Gallery is not responsible for the loss of valuables, money, clothing, etc. Any liability for items left at The Sense Gallery's reception is also excluded. It is the guest's responsibility to obtain insurance.

The Sense Gallery is not liable for damages caused by transmission errors, technical defects, operational failures, or illegal interventions in EDP systems, regardless of the location or type of compromise.

The Sense Gallery is not responsible for damages caused by malfunctions, interruptions (including system maintenance work), or system overloads. The Sense Gallery is not liable

for direct or indirect (consequential) damages occurring in connection with obtaining information or requests on the thesensegallery.com website. The information provided on The Sense Gallery's website is intended solely for the private and informational use of potential guests of The Sense Gallery's spaces. Guests are aware that the information may be changed at any time and without notice.

9. Copyright Protection

The entire content of The Sense Gallery's website is protected by copyright; therefore, downloading or printing individual pages and/or sections of the website is only permitted if copyright notices and other protected designations are not removed. In the event of downloading or reproducing in any other way, all rights to the information remain the property of The Sense Gallery. The commercial use of the website and images of The Sense Gallery or parts thereof is strictly prohibited.

10. Privacy Policy

Pursuant to Art. 19 of the new Swiss Data Protection Act (nLPD), The Sense Gallery informs that the personal data collected and provided by the data subject will be processed using electronic and non-electronic tools and will be handled to fulfill contractual obligations and ensure effective operational management.

We remind you that all processing is carried out in accordance with the provisions of Articles 6 and 8 of the nLPD and through the adoption of appropriate security and organizational measures as outlined in Chapter 1 of the OPDa ordinance.

The duration of the processing, in compliance with the principles of lawfulness, purpose limitation, and data minimization, is determined for a period not exceeding the achievement of the purposes for which the data are collected and processed, in accordance with the mandatory time limits prescribed by law.

At the Data Controller's premises, your personal data may be processed by subjects expressly authorized by the Data Controller according to the organizational needs of the Data Controller and in full compliance with the principles of the nLPD.

The management of ticket purchases for The Sense Gallery may be handled by an external service provider. In such a case, personal data is managed solely for the provision of this service.

11. Registered Office

Tarchini FoxTown SA
Centro Galleria 3 - Via Cantonale - 6928 Manno - Switzerland

12. Changes to the GTC

These GTC and The Sense Gallery's internal regulations apply in the version valid at the time of purchasing the entry ticket to The Sense Gallery. The Sense Gallery reserves the right to unilaterally modify the GTC and internal regulations at any time.

13. Severability Clause

The possible nullity or invalidity of individual provisions of these GTC does not affect the

applicability of the remaining provisions. The void or invalid provision must be replaced with an effective provision whose content is as close as possible to the economic purpose of the original provision. The same applies to any contractual gaps or provisions considered unenforceable.

14. Jurisdiction, Applicable Law, and Assignment

For all disputes that may arise and the related current or future claims arising from or relating to the contract between The Sense Gallery and the guest, the ordinary courts of Lugano have exclusive jurisdiction.

All legal relationships with The Sense Gallery and its related offers are exclusively subject to the Swiss Code of Obligations.