

General Terms and Conditions governing orders on the website

www.giantfish.ch (July 2023)

1. Scope

The provisions below apply to orders placed on the website www.giantfish.ch (GiantFish). By purchasing a fishing permit, an item, or subscribing to an event, the customer accepts the general terms and conditions in effect at the time of the order.

2. Conditions

The conditions for ordering items are derived from the legal provisions on fishing applicable in Valais. In the case of incorrect information or other abuses, GiantFish may withdraw an issued fishing permit and/or exclude an applicant from the right to acquire other fishing permits, or if necessary, initiate criminal proceedings.

The daily fishing permit must be printed to be valid.

3. Printer Requirements

The printing of a daily permit must be done using a laser or inkjet printer so that all the data of the fishing permit is readable during field checks. It is the buyer's responsibility to ensure that the permit is printed on white A4 paper, that the printer driver is set to standard values, and that the ink cartridge contains enough ink.

4. Exchange and Refunds of Fishing Permits

Any exchange or refund of purchased, stolen, damaged, or destroyed daily fishing permits is excluded; this rule also applies in the case of being prevented from fishing.

5. Liability of the Farmer

The farmer is not liable for damages resulting from data transfer errors, technical problems, system failure, or illegal manipulation of the involved computer systems, regardless of the location and nature of the alteration. Also excluded is any liability for damages caused by a malfunction, interruptions (including maintenance), or system overload, as well as for damages arising directly or indirectly from the services or information offered on the relevant website. The farmer excludes any liability for material and personal damages or financial losses associated with the purchase of a fishing permit.

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6. Data Protection

The farmer is subject to the general guidelines of the canton of Valais on the protection of personal data. He protects the data and treats it confidentially. Email addresses will be used for communication of information relating to the fishing permit. The entire process is secured by an HTTPS connection. Payment by bank or postal card is secured with the services of payment providers. Payment card data is not stored in the computer systems.

7. Modification of Terms

The farmer reserves the right to modify these general terms and conditions at any time. The modifications are published on the website www.giantfish.ch.

8. Applicable Law and Jurisdiction

The present general conditions are subject to Swiss law. The jurisdiction for any dispute that may arise in connection with the interpretation or execution of these general conditions is in Lausanne, subject to the mandatory provisions of federal law.