

General Terms and Conditions (GTC)

Of the Zurich Fun Gamers association

1. Scope of Application

These General Terms and Conditions (GTC) apply to all events organized by the association Zurich Fun Gamers (hereinafter referred to as the “Organizer”) and processed via the Eventfrog platform (hereinafter referred to as the “Ticketing Platform”).

By purchasing a ticket or a subscription (hereinafter referred to as also “Legend Pass” or “Legends Membership”), the participant acknowledges and agrees to these GTC.

2. Ticket Sales and Payment Processing

2.1 Tickets are sold exclusively via the Eventfrog ticketing platform.

2.2 The payment and cancellation conditions of Eventfrog apply. Further information can be found at www.eventfrog.ch.

2.3 Tickets are personalized and non-transferable. Resale at higher prices is prohibited.

2.4 The association offers paid annual subscription options. These payments will be handled directly via cash, bank transfers or Twint.

3. Participation in Events

3.1 Participation in our events is at the participant’s own risk.

3.2 Participation is open to persons aged 16 and over. Deviating age regulations will be communicated in the respective event description. Participants under the age of 18 act with the consent of a legal guardian.

3.3 Participants are obliged to behave respectfully, fairly, and responsibly toward other participants and the organizing team.

3.4 In the event of serious violations (e.g. repeated disruptive behavior, discrimination, harassment, willful damage to property, or comparable actions), the Organizer reserves the right to expel participants from events and to exclude them temporarily or permanently.

3.5 The Organizer exercises domiciliary rights during events. In such cases, there is no entitlement to a refund.

3.6 In the event of repeated failure to attend registered events without timely cancellation, the Organizer reserves the right to restrict registration options or suspend subscription benefits. Refunds are excluded.

3.7 To ensure the comfort and privacy of all guests, the use of smart glasses or similar wearable technology with recording capabilities must be transparent. Wearers are required to inform their fellow players and the specific group they are interacting with if the device is recording or taking photos. If any participant or the Organizer requests it, the recording function must be disabled immediately.

4. Changes, Cancellations, and Refunds

4.1 The Organizer reserves the right to cancel, postpone, relocate, or modify events in the event of insufficient participant numbers, illness, force majeure, governmental restrictions, safety concerns or other unforeseen circumstances.

4.2 In the event of cancellation, ticket costs shall be refunded via Eventfrog in accordance with their terms and conditions, provided a corresponding claim exists. Legends Membership fees are governed exclusively by Section 8 of these GTC.

4.3 Changes to the program, schedule, or venue are reserved. In such cases, there is no entitlement to a refund provided that the event is held in a comparable form.

5. Liability

5.1 The Organizer is liable only for damages caused by gross negligence or intent. Liability for slight negligence is excluded to the extent permitted by law.

5.2 Any further liability, including indirect damages, consequential damages, or loss of profit, is excluded

5.3 No liability is assumed for personal belongings of participants.

5.4 Participants are responsible for any damage they cause to venues, equipment, game materials, or third parties.

6. Data Protection

6.1 Personal data transmitted in the course of ticket booking is processed in accordance with Eventfrog's data protection provisions.

6.2 The Organizer collects, stores, and uses personal data exclusively for the organization and execution of its events.

6.3 Personal data will not be passed on to third parties, except in legally required cases or with the explicit consent of the data subject.

6.4 The provisions of the Swiss Federal Act on Data Protection (FADP) apply, as well as – where applicable – the EU General Data Protection Regulation (GDPR).

7. Image, Audio, and Video Recordings

7.1 Photo, audio, and video recordings may be made at events and used for association purposes (e.g. website, social media, flyers).

7.2 By participating, attendees grant the Organizer a non-exclusive, royalty-free right to use such recordings for association purposes.

7.3 Participants who do not wish to be recorded must inform the organizing team on site. The Organizer will take reasonable steps to accommodate such requests.

8. Legend Membership Program

8.1 The Organizer offers paid annual memberships under the name “Legends Membership” (also referred to as “Legend Pass”).

8.2 The Legends Membership constitutes a contractual access right to specified event categories but does not establish a legal association membership under Swiss civil law unless explicitly stated otherwise.

8.3 There are three different types of Legends Memberships that entitle the holder to access to specific events, further specified in 8.4:

- a) “Full Legend”: access to both Tuesday Board Game Nights and DOPI events.
- b) “DOPI Legend”: access exclusively to “Drink Outside Play Inside” (DOPI) events (generally held every other Saturday).
- c) “Tuesday Legend”: access exclusively to weekly board game night events (generally held on Tuesdays).

8.4 Upon a one-time payment, the member is entitled to participate free of additional event fees in the event categories corresponding to their membership type (according to 8.3).

This applies exclusively to regular in-house events organized directly by Zurich Fun Gamers within the defined categories.

8.5 The Legend Membership is valid from the day of purchase for 12 months.

8.6 Although the Legend Membership grants free access to the under 8.4 specified events, the Organizer does not guarantee a minimum number of events during the membership period. Cancelled, changed, postponed or in any other way modified events do not entitle the Legend Membership holder to a compensation, extension or refund in any way.

8.6 The Legends Membership is personal and non-transferable.

8.7 Registration for each individual event through the “Meetup” platform remains mandatory, as capacity is limited. The Legends Membership does not guarantee a place at fully booked events but might offer a pre-booking option.

8.8 The Legends Membership applies exclusively to regular events mentioned in 8.3. Other events that might contain but not limit to

- Special events
- Events involving substantial third-party costs
- Tournament formats with prize pools
- Partner or cooperation events
- Workshops or off-site events

are not included. Such events may be offered at discounted rates at the Organizer’s discretion and a exclusive pre-booking option may be offered.

8.9 The Organizer keeps the right to cancel the Legend Membership for cause (e.g. serious or repeated violations of these GTC). No refund shall be granted in such cases.

8.10 Unused Legend Membership benefits expire without replacement upon expiration of the subscription term. The Legend Pass does not automatically renew after expiration.

8.11 Refunds of the Legends Membership fee are excluded except where mandatory statutory provisions require otherwise.

8.12 The Organizer reserves the right to modify or discontinue the Legends Membership model in the future. Existing memberships remain valid under the terms applicable at the time of purchase, unless objective reasons (e.g. legal requirements or force majeure) require adjustments.

9. Sponsors and Partners

9.1 Zurich Fun Gamers cooperates with selected sponsors and partners to enable and further develop events.

9.2 As part of such cooperation, products, vouchers, promotional materials, or sponsor content may be presented or distributed at events. Participants agree to visible sponsorship measures within the scope of the events.

9.3 Sponsorship presentations are carried out transparently and to an appropriate extent, while safeguarding the association's values (fairness, inclusion, joy of gaming).

9.4 No personal data of participants is passed on to sponsors unless the participant has given explicit consent.

9.5 The association assumes no liability for services, products, or content provided by sponsors. The respective sponsor's terms and conditions apply.

10. Applicable Law and Jurisdiction

10.1 Swiss law applies exclusively.

10.2 The exclusive place of jurisdiction is Zurich, Switzerland.

11. Severability Clause

11.1 Should individual provisions of these GTC be or become wholly or partially invalid, the validity of the remaining provisions shall remain unaffected.

11.2 The Organizer reserves the right to amend these GTC at any time. The version valid at the time of ticket or subscription purchase shall apply.

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