

General Terms and Conditions (GTC) for the use of the “BLS steamship” augmented reality app

1. Scope

These General Terms and Conditions (GTC) apply together with the associated data protection provisions (clause 7) for the “BLS steamship” app (App). The developer and operator of the App is Ateo GmbH. The App is made available to the user by BLS AG, Genfergasse 11, CH-3001 Berne (BLS).

The agreement between you as the user and BLS becomes effective when you first use the App. By using our App, you agree to these General Terms and Conditions.

2. Features

The BLS steamship app has the following functions:

The BLS steamship app has an augmented reality function. You can use this function to display a virtual steamship as well as a virtual steam engine on your mobile device (smartphone). This requires the camera on your mobile device to be able to display the model in your room.

By moving the smartphone, the view of the model of a steamship or steam engine virtually superimposed on the smartphone can be changed. You can access interesting information about the mechanics of steamships and steam engines directly using the virtual models and

you can also use the 360-degree image function to view various rooms on the steamship. This allows you to view rooms that are not normally open to the public on the steamship, such as the engine room. The 360-degree images make you feel as if you are on the steamship.

With the live map function, you can check and observe the current locations of the Blümlisalp and Lötschberg steamships.

The BLS steamship app also offers you the opportunity to obtain information about the processes on the steamship as well as the functions of the steam engine directly on the Blümlisalp and Lötschberg steamships. There are various QR codes on both steamships that you can scan using the BLS steamship app, giving you the relevant information straight away.

3. Usage

Use of the App requires a smartphone that runs on an iOS operating system (iOS 11 or later) or on an Android operating system (7.0 or later) and that supports the use of augmented reality applications (ARKit or ARCore). The App also requires access to your smartphone’s camera to enable the App to use the augmented reality function.

The user can download the App free of charge from the Google Play Store for Android devices and the App Store for iOS devices. There is no need to register.

Data transfer charges may arise when downloading the App, depending on the mobile phone tariff. The extent of the charges depends on the user's contract with their network provider. Charges will be invoiced to the user directly by their network provider.

4. Obligations of the user

The user undertakes not to violate the rights of third parties (particularly personal rights).

BLS AG retains all copyrights and intellectual property rights pertaining to the BLS steamship app. By installing the App, BLS AG grants the user a simple, non-transferable, non-exclusive licence for the intended use of the App. No copies may be created, nor may any sublicences or other rights to the App be assigned in any way whatsoever to third parties. Neither the content of the App nor any related material which forms a component or element of the content may be modified, altered, adapted, deconstructed, reverse-engineered (determination of the source code), corrected or publicised.

The App is available to the user for private personal use. It may not be used for commercial purposes. BLS reserves the right to restrict the use of the App or to block access to users if the App is used for anything other than the purpose specified.

5. Termination

BLS AG can terminate the licence agreement with the user at any time, and has the right to remove the App from the market at any time.

6. Liability

Any liability on the part of BLS AG relating to the content, functionality and use of the App, including liability for malware, is excluded to the extent permitted by law. It is the responsibility of the user to ensure that their mobile telephone is protected against unauthorised access. If the App or parts thereof become fully or partially non-functional due to technical reasons, BLS AG accepts no liability for any resulting damages.

7. Data protection

When you download the App, certain required information is transmitted to your chosen app store (e.g. Google Play or Apple App Store), this may also particularly include processing your user name, e-mail address, the customer number of your account, the time of your download, payment information and the code number of the individual device. This data is processed exclusively by Google Play Store or Apple App store and is beyond our control.

When you use the App, we automatically collect certain data required for use of the App. This includes: the internal device ID, the version of your operating system, time of access. This data is transmitted to us automatically, although not permanently stored, (1) to provide you with the service and the associated functions; (2) to improve the functionality and features of the App and (3) to avoid and resolve abuse and functional errors.

All other information regarding data protection act BLS can be found in our data protection policy, available at www.bls.ch/Datenschutz.

8. Changes to the GTC

BLS AG may make changes to information contained in the BLS steamship app and to the GTC at any time and without giving any reason. Prior notification of changes is issued in an appropriate manner. The user is deemed to have accepted these changes with their continued use of the App.

9. Applicable law and place of jurisdiction

In the absence of other legal provisions to the contrary, the relationship between BLS AG and the user is exclusively subject to Swiss law.

The sole place of jurisdiction, performance and enforcement – the latter only for people resident abroad – is Berne, unless otherwise provided by mandatory standards.

10. Questions and support

For questions, technical issues or support relating to the use of the BLS steamship app, the user can contact the following address:

BLS AG

Customer Service

PO Box

CH-3001 Berne

+41 058 327 31 32 (daily from 7 a.m. to 7 p.m.)