General Terms and Conditions (GTC) for Surveys at Zurich Airport

FEBRUARY 2021

1. Scope of application

The following General Terms and Conditions (GTC) apply to all surveys, questionnaires, interviews, market research and similar projects (hereinafter surveys) which are undertaken on the premises of Zurich Airport. The General Terms and Conditions regulate the responsibilities of the person(s) making the request (hereinafter the client) as well as the services deliverable by Flughafen Zürich AG in terms of the contractual relationship.

In the event of contradiction, the detailed provisions of the contract take precedence over the General Terms and Conditions. The current, binding version of the General Terms and Conditions will be available on the Internet at www.zurich-airport.com/surveys.

2. Requirement to obtain permission

Surveys may only be conducted on the premises of Zurich Airport subject to the permission of Flughafen Zürich AG. The request for permission must be submitted at least two months before the commencement of the planned survey. Definitive approval for a project will be granted only after the questionnaire/discussion guide has been submitted to the market research department at Flughafen Zürich AG. Furthermore, surveys may only be conducted on a date stipulated by Flughafen Zürich AG.

3. Services provided by Flughafen Zürich AG

Flughafen Zürich AG reviews the approval of surveys. It will provide its services pursuant to the General Terms and Conditions and any other contractual provisions. Flughafen Zürich AG's Cards and ID Office will issue the security badges required upon receipt of all of the necessary information and documentation (extract from the central criminal records, etc.).

Any relevant departments (customs, security, etc.) will be notified by Flughafen Zürich AG of the intended survey. Flughafen Zürich AG will brief the client on the security requirements and code of conduct before the first survey is carried out, and will provide a tour of the premises.

4. Responsibilities of the client

4.1 General

The client is obliged to adhere to these General Terms and Conditions, contractual provisions and applicable security and customs regulations. The client will also ensure that third parties appointed to carry out the survey shall observe all of these regulations.

4.2 Premises

Surveys may only be conducted in the contractually agreed areas. Access is restricted to passenger zones. Lounges and other areas may only be accessed if the operator has granted special permission. The applicant is responsible for obtaining this permission and it must be included in the signed contract.

4.3 Dress code / appearance

The dress code for the client is formal business dress. The client and his/her employees are expected to be neat in their appearance and professional in their conduct towards passengers, airport employees and visitors. All interviewers must be able to speak German fluently.

4.4 Operations

Airport operations and passenger flows must not be hindered in any way by the execution of the survey. Terminal Management regulations must be adhered to at all times.

4.5 Airport security badges

In order for an airport security badge to be issued, an extract from the central criminal records (not older than 30 days prior to the date of application) is required. Only hard copy is accepted, electronical extract are being refused. This extract and the application form for the airport security badge must be sent to the Market Research & Customer Relations department at least fifteen working days before commencement of the survey. If applications are submitted later than this, it cannot be guaranteed that the airport security badges will be issued in time.

Foreign applicants who have lived in Switzerland for less than five years are required to include an extract from the central criminal records of their country of origin. If the applicant had a primary place of residence or a domicile abroad within the past five years for more than six months, please also include an extract from the central criminal

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records of that country or those countries (issued at the time of departure or afterward).

The airport security badge is a personal document and is not transferable. The client and/or the person conducting the survey must display their airport security badge clearly at all times. He/she must also wear a badge showing their name, company and position. The airport security badge must be returned to the Cards and ID Office within 24 hours of completion of the survey. Lost airport security badges or badges which are not returned will be invoiced to the client at a cost of CHF 70 per badge.

To gain access to the non-public transit area (airside), the client and/or person conducting the survey must pass through the security check (staff line).

4.6 Briefing/tour of the premises

Before commencement of the survey, the client and/or person conducting the survey will take part in a briefing about the security requirements and code of conduct, and also a tour of the premises.

4.7 Questionnaires and survey results

Unless otherwise agreed, the client is obliged to submit the questionnaires and any changes to Flughafen Zürich AG in advance.

The full survey results must be provided to Flughafen Zürich AG at the end of the survey.

5. Data protection

If the client gathers personal data, he/she will abide by the relevant data protection provisions. The client processes personal data in Switzerland in EU and will inform FZAG about any processors.

Flughafen Zürich AG undertakes to treat the questionnaires and survey results with complete confidentiality and to use these for internal purposes only, unless otherwise agreed.

6. Costs

The cost for one or two days of field work sweeping amounted to CHF 2000. Each additional day of interviewing is calculated with CHF 200 per day. The fee for an airport card is CHF 70. For an additional briefing appointment the amount of CHF 100 is added.

7. Payment terms

By signing the contract, the client undertakes to pay the invoiced amount by the due date indicated on the invoice form.

Flughafen Zürich AG is entitled to request payment in advance or payment of a deposit, as appropriate.

8. Security regulations

Stringent security regulations apply to the premises of Zurich Airport. These serve to ensure the safety of passengers, air traffic and people working at the airport. The client is obliged to make him/herself familiar with these regulations and to inform all his/her employees in this regard.

The following regulations should be noted (not an exhaustive list):

- **8.1** The client must apply in advance for personalised airport security badges for all those who will be conducting the survey of passengers in the contractually agreed areas.
- 8.2 The client undertakes to allow only people with valid access authorisation and a valid airport security badge to conduct surveys in non-public areas of the airport. The client acknowledges that the use of personal airport security badges by other individuals is prohibited and subject to prosecution.
- **8.3** Flughafen Zürich AG can refuse to issue an airport security badge to a specific person without stating any reason. Access may be restricted to certain areas of the airport premises.

9. Customs regulations*

Zurich Airport is subject to customs and excise.

9.1 People

Clients and people conducting surveys (with access authorisation for non-public areas/foreign customs territory) are obliged to undergo all security checks upon entering non-public areas of the airport. On leaving the customs area, these people must exit via the arrival terminal (red or green customs channel).

9.2 Goods

The transfer or acceptance of non duty-paid/duty-free items or goods which have already cleared export customs between passengers, flight crews, airport personnel and other people in the customs zone is prohibited. Specific regulations apply to sales outlets located in the customs area. For goods purchased in transit stores, the till receipt must be presented at the red channel of an arrival customs clearance point as proof of purchase.

9.3 Infringements

Customs infringements and contraventions of these regulations at the airport are subject to prosecution under the terms of Federal customs law.

* Selected regulations pertaining to customs and excise at Zurich Airport (the overview here does not replace nor release the client from adherence to the full version of these regulations; in case of doubt the client must contact Flughafen Zürich AG or the customs body responsible).

10. Commencement, cancellation, completion

10.1 Commencement

The contractual relationship commences upon signing of the contract.

10.2 Cancellation

a) by the client:

The contract may be cancelled in writing, up to one month before the survey, without incurring any costs; after which 50% of the contractual costs are payable upon cancellation.

b) by Flughafen Zürich AG:

Flughafen Zürich AG reserves the right to terminate the contract with immediate effect in the event of any breach of the contract or the security regulations and to invoice the incurred costs to the client. Furthermore, Flughafen Zürich AG is entitled to cancel the contract without incurring any liability for compensation should short-term security requirements or compelling operational reasons not allow the survey to be conducted/completed.

10.3 Completion

The contractual relationship will be deemed completed when the contractually agreed duration of the survey expires, even if the client has not attained his/her original objectives in this time.

11. Abuse

Infringements of the existing regulations may result in the withdrawal of the airport security badge of the person involved together with exclusion from the airport premises.

12. Liability

Flughafen Zürich AG does not accept liability for accidents, damage or theft caused or suffered by the client or its employees in the course of their duties. The client is liable for possible incorrect conduct on his/her part, that of any employees and/or third parties conducting surveys.

13. Place of jurisdiction/applicable law

The sole place of jurisdiction for all disputes arising from or relating to this agreement is Bülach. The relationship is subject to Swiss law.