

# General Terms and Conditions of Membership (T&Cs)

## Benefactors' Association of the Swiss Paraplegic Foundation

### I. Principles

An association within the meaning of Article 60 et seq. ZGB (Swiss Code Of Civil Procedure), with its registered office in Nottwil, exists under the name *Benefactors' Association of the Swiss Paraplegic Foundation*. (Art. 1 of the constitution)

The purpose of the association is to promote the efforts undertaken by the Swiss Paraplegic Foundation (hereinafter referred to as SPF) to help people with spinal paralysis, in particular also by providing financial support to association members who suffer spinal paralysis as a result of an accident. (Art. 2 of the constitution)

The present Terms and Conditions of Membership were issued by the Board pursuant to Article 20(2) of the association's constitution in the version of 20 April 2011.

### II. Membership

#### Art. 1. Membership types and categories

##### 1.1 Active memberships:

Active memberships may only be entered into by individuals and are furnished with all the rights and duties. The following types of active memberships exist:

Individual membership: Annual membership for people who are unmarried or who do not live in a registered partnership, without children of their own or who are adopted

Married couple's membership: Annual membership for married couples or registered partners living at the same address, without children of their own or who are adopted

Single parent (small-family membership): Annual membership for single parents with children of their own or who are adopted living at the same address (up to 31 December of the year in which a child turns 18<sup>\*</sup>)

Family membership: Annual membership for married couples or registered partners, with children of their own or who are adopted living at the same address (up to 31 December of the year in which a child turns 18<sup>\*</sup>)

Permanent membership: lifelong membership for individuals, personal and non transferable.

All the aforementioned memberships are also available as gift memberships which are paid for by a third party.

\* Children of their own or adopted children who require care due to a disability can also remain part of the family or small-family membership following their 18th birthday.

##### 1.2 Passive memberships

Passive memberships may be entered into by legal entities and partnerships which wish to support the interests of people with spinal paralysis by making regular contributions. Therefore, passive memberships are furnished with the full range of duties, but only with limited rights.

#### Art. 2. Member contribution

The following member contributions apply in accordance with a resolution adopted by the Members' Assembly:

##### 2.1 Active memberships

Individual membership	CHF 45 p.a.
Single parent (small family)	CHF 45 p.a.
Married couple	CHF 90 p.a.
Family	CHF 90 p.a.
Permanent membership	one-off payment of CHF 1,000

##### 2.2 Passive memberships

Legal entities and partnerships CHF 450 p.a.

#### Art. 3. Obtaining membership

Prospective members can join the association by registering or by paying the member contribution. Membership becomes legally valid when the member contribution is paid into the BA's account. The Board reserves the right to decline acceptance as a member of the association – without having to indicate any reasons.

#### Art. 4. Commencement and term of the membership

The membership commences on the date on which the member contribution is transferred into the BA's account. Membership payments from 1 January to 31 August shall apply to the current financial year. Membership payments from 1 September to 31 December apply from the date on which the transfer is made until 31 December of the next financial year. The financial year reflects the calendar year and runs from 1 January to 31 December.

#### Art. 5. End of membership

Membership shall expire as a result of withdrawal, death, or exclusion. Members may leave the association by submitting written notice effective from the end of the financial year. Members may also be excluded from the association with effect from the end of the financial year if they fail to pay the member contribution or for other important reasons, in particular acting in breach of the inter-

ests of the association or of the SPF. The Board shall have the final say on this. It is not required to provide grounds for its decision. The member contribution for the current financial year is owed in any event, whether the member is choosing to withdraw or is excluded. The member contribution is not reimbursed – even on a pro rata basis – if membership is ended with effect from 31 December of the financial year.

#### Art. 6. Validity of the membership

The membership shall apply worldwide. All rights in connection with the membership may be asserted worldwide. Should members suffer spinal paralysis as a result of an accident, they shall be eligible for the benefactor benefit, whichever country they live in, and irrespective of insurance payments or their financial standing.

### III. Rights and duties

#### Art. 7. Right to vote at the Members' Assembly

The Members' Assembly is the uppermost executive body within the association. All private individuals with active membership who have the capacity to act (i.e. who are of legal age and able to make rational judgements) and whose membership rights have not expired shall be entitled to exercise voting rights. Passive members shall not hold voting rights. People with more than one membership shall only have a single vote. Voting rights may only be exercised in person and are not transferrable.

#### Art. 8. Attending the Members' Assembly

The Members' Assembly may be attended by any active and passive members, provided their membership contribution for the current financial year is paid up. Legal entities and partnerships (passive membership) may send a representative. Registration to attend the members' assembly, which enables the membership credentials to be checked, is required by no later than the date of the assembly, for organisational reasons.

#### Art. 9. Benefactor benefit

##### 9.1 Requirements for receiving benefactor benefit

The BA is an association that promotes the work of the Swiss Paraplegic Foundation. If members suffer spinal paralysis resulting from an accident and which is confirmed by a doctor (see No. 9.4 below), and with permanent wheelchair dependence, the BA shall pay them a one-off benefactor benefit of 250,000 francs (see last paragraph of No. 9.3, different provision with regard to permanent memberships). The claim for payment of benefactor benefit must be submitted in writing to the BA.

##### 9.2 Beneficiaries

Benefactor benefit is paid to all members with an active membership plan (individual, married couple, small family, family, permanent member) whose membership contributions are up to date at the time of the accident. Benefactor benefit is only paid once to people with more than one membership in the event of spinal paralysis resulting from an accident.

Benefactor benefit is paid exclusively to the member affected. If an accident eventually results in the death of a benefactor before a decision is taken on payment of benefactor benefit, no payments shall be made to the surviving members of their family, even if one or more part payments had been made in the period between the benefactor's accident and their death.

Benefactor benefit is only paid once per person. This applies primarily where a person with paraplegia resulting from an accident has a further accident resulting in tetraplegia.

In cases where an existing paraplegic has an accident resulting in tetraplegia but has not yet received benefactor benefit, the Board shall base its decision on how much benefactor benefit to pay on the recommendation of the BA's medical examiner and in accordance with the degree of additional functional impairment sustained as a result of the tetraplegia.

##### 9.3 Level of benefactor benefit

The benefactor benefit generally amounts to 250,000 francs in the case of permanent wheelchair dependence in accordance with No. 9.1 (see last paragraph of No. 9.3, different provision with regard to permanent memberships). In exceptional cases where spinal paralysis is suffered without permanent wheelchair dependence, the Board shall base its decision on the recommendation of the BA's medical examiner and on the basis of medical certificates. The level of benefactor benefit will be based on the degree to which functions are restricted. Appeals may not be made against this decision.

The level of benefactor benefit paid to permanent members who are affected shall depend on the regulations in force when they joined. In cases of spinal paralysis resulting from an accident and with permanent wheelchair dependence, the benefactor benefit is:

• Member contribution of CHF 500 paid:	CHF 100,000
• Member contribution of CHF 750 paid:	CHF 150,000
• Member contribution of CHF 1,000 paid:	CHF 250,000

In the case of permanent members with spinal paralysis resulting from an accident without permanent wheelchair dependence, the

Board shall base its decision on the recommendation of the BA's medical examiner and on the basis of medical certificates. The level of benefactor benefit will be based on the degree to which functions are restricted. Appeals may not be made against this decision.

##### 9.4 Benefactor benefit payout

Benefactor benefit is generally paid to the claimant about six months after the accident occurs, upon presentation of the definitive medical certificates. A part payment of up to 100,000 francs may already have been made in advance in some cases, upon written request by the claimant. This is also subject to presentation of a medical certificate substantiating or confirming the spinal paralysis.

##### 9.5 Exclusions

Benefactor benefit shall not be paid in the event of accidents • which occur after the 31 December of the year in which the member chose to withdraw from the association or the exclusion of the member was declared by the Board.  
• as a consequence of earthquakes or natural disasters.  
• as a consequence of military conflict.  
• as a consequence of unrest of any kind and measures taken to counter this unless the claimant can prove that he was not actively engaged on the side of the agitators or involved in inciting the incidents.

##### 9.6 No legal claim

The BA is an association that promotes the work of the Swiss Paraplegic Foundation. The benefactor benefit is a form of member support and is not an insurance payment. Therefore, there is no legal entitlement to payment of the benefactor benefit.

#### Art. 10. Association publication

The association has a quarterly publication called "Paraplegie". Subscription to it is included in the member contribution.

#### Art. 11. Payment of the member contribution

In order to perform its objectives to support people with spinal paralysis, the association is dependent on members paying their contributions. Therefore, members undertake to pay their contributions on time. The contribution for renewing membership for the year ahead is always billed in the final quarter, and this must be paid by 31 December. If the member contribution is not paid on time, all the people who are covered by the membership shall lose all their membership rights by 31 March of the financial year at the latest.

#### Art. 12. Duty to provide personal data

The association requires complete data for all the people included in the membership in order to process its transactions properly, to identify members clearly and to determine the rights associated with the membership. In particular, this shall be details of surname, first name, address, place of residence, postcode, date of birth, phone number and any other communication details for all the people included in the membership. Therefore, the members shall undertake to provide the appropriate details and to advise the association of any changes to them.

#### Art. 13. Protection of personal details and privacy

The members shall authorise the BA to obtain and process the necessary data pertaining to membership (see Art. 12 T&Cs). The member-related data for all the people who are covered by the membership shall be saved by the BA and may be used by either the BA or the SPF for their own marketing purposes (member marketing, donation marketing). To this end, the members of the BA shall authorise the association to make their details available to the SPF.

In addition, the BA members shall also authorise the association to make their details available to organisations within the Swiss Paraplegic Group in the event of spinal paralysis resulting from an accident for the purposes of administrative processing and assessment of the situation in connection with the payment of benefactor benefit, for statistical purposes as well as for delivering further services to aid people with spinal paralysis.

For its part, the association shall undertake only to use members' details for its own purposes or for those of organisations within the Swiss Paraplegic Group, and not to make them available to third parties for their promotional purposes, either through sale or exchange.

#### Art. 14. Applicable law and place of jurisdiction

The T&Cs are governed by Swiss law.

The place of jurisdiction shall be at the commercial domicile of the BA (in Nottwil, Switzerland).