

SPECIFIC TERMS AND CONDITIONS FOR THE ONLINE SALE OF LIFT PASSES

SAS (Simplified Joint Stock Company) with a capital of 16 500 000,00 €,
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Insured for professional liability in accordance with provisions of Article L220-1 of Insurance Law, with ALLIANZ I.A.R.D., dont le siège social est situé 1 cours Michelet – CS 30051 – 92076 PARIS La Défense Cedex, through our insurance broker Agence Olivier BLANC, 10 Avenue d’Evian 74200 THONON LES BAINS,
ORIAS Number : 08040000

Operator of the Avoriaz Ski Area

Hereinafter referred to as “The Operator” or “SERMA”.

1 – FOREWORD

The following Specific Terms and Conditions for the online sale of lift passes apply to the entire range of lift passes valid on the ski lifts (hereinafter referred to as “LIFT PASSES”) sold by the Operator, that allow access to the Avoriaz and/or Portes du Soleil ski area, and sold on the automatic terminals or online on the website www.skipass-avoriaz.com hosted by XSALTO – 6 avenue Pierre de Coubertin - 38170 Seyssinet Pariset.

The purchase of a LIFT PASS implies a total understanding and acceptance of all of these specific terms and conditions, without prejudice to existing appeals procedure.

The following Terms and Conditions are valid from the 07/02/2024 and only during the winter ski season.

The Terms and Conditions for the sale valid during the summer season are define on a separate document.

These Terms and Conditions are supplemented by the Terms and Conditions of the use of lift passes on the ski lifts of Avoriaz. These are available at our headquarters and at every point of sale of SERMA.

Online purchases (via the internet and self-service machines),are supplemented by specific Terms and Conditions for Online Sales,which are available on the website of the Operator : www.skipass-avoriaz.com

Should an event occur which is not covered by these current conditions, it will be governed by the rules in use by ski lift companies whose headquarters are based in France.

These terms and Conditions apply to individual consumers only ; as understood in the introductory clause of Consumer law. Is it the user’s responsibility to make themselves aware of the different LIFT PASSES available to them, and to select the LIFT PASS best suited to their requirements. The Operator cannot be held responsible for the user’s selection.

2 – LIFT PASSES

Lift passes sold by the Operator on the website www.skipass-avoriaz.com, give access to Avoriaz Ski Resort or/and Portes du Soleil ski resort, with or without insurance. Period and conditions described on the website.

3– HAND FREE CARD

The lift pass is loaded exclusively on a chip hand free card which can be uploaded named « skicard » triggers the opening of the ski lifts entrance gate.

On the skicard are uploaded the lift pass and receipt of the purchase.

This card is hand free and sold 3€.

This hand free card is not refundable but is reusable.

The User must be able to present his LIFT PASS to the controllers if required at any time.

The User cannot be issued with any discount on lift pass public price if he reload his hand free card online or at the Sales Points.

4 - RATES

All retail prices of LIFT PASSES and of « hand free » cards are shown in Euros including VAT. The prices can vary according to the currant VAT rate.

Discounts are given to various categories of persons as defined in Terms and Conditions displayed at the Sales Points and on the website.

For any person wishing to benefit from the above discount, they must be able to produce at the time of the purchase a valid proof of ID. The age of the user is defined by their age on the first day of validity of the pass.except for the season pass for which date of birth is taken in account.

For all free LIFT PASSES, the purchase of a « hands-free » card is obligatory and at the cost of the client at the applicable rates.

No discount will be permitted after purchase

Reductions are applied on public tariffs and cannot be combined with other offers.

Moreover, some promotional offers can be proposed at only some sales channel (ex : webiste).

5- MODES OF PURCHASE

Online SKI LIFT PASS purchases can only be made through the site www.skipass-avoriaz.com which enables:

- Purchase of a LIFT PASS on a “hands-free card”, bought at the same time as the LIFT PASS, and termed a “FIRST TIME PURCHASE”
- Purchase of a LIFT PASS to recharge the client’s pre-existing “hands-free card” and termed a “RECHARGE”

When purchasing a LIFT PASS the client must either login to an existing account, or create a new one. The creation of an account enables the customer to record and retain order information for future purchases, as well as allowing subscription to the ‘My Club PDS’ loyalty programme, and access to the benefits and advantages associated with it.

In accordance with the requirements of article 1127-2 of the Civil Code, Clients can check the details of their order and the total amount payable, and correct any errors, before accepting and confirming their purchase.

Confirming an order presumes approval and comprehension of both the description of services, and prices. To finalise an order, the client must accept the general conditions of sale, the special conditions of online sale and the general conditions of use.

An order is considered complete when payment is made by the Client's banking institution, and the necessary supporting documents have been provided (photograph, identity card, etc.).

The completed order must be received by the operator:

- At least 8 days before the 1st day of the required validity of the pass for a FIRST PURCHASE,
- At least 1 hour before the start of the required validity of the pass for a RECHARGE.

The order is subject to the reception of a confirmation receipt email sent to the e-mail address provided by the client when ordering, and states:

- The order number,
- Client name and contact details
- Order details (ski-area, period of validity, customer profile, the date of the 1st day of validity)
- Collection point for the ski pass(es) (for FIRST PURCHASES where the pass is not sent directly to the Client's home address)

This order receipt is proof of purchase which must be retained by the Client for the duration of the LIFT PASS’ validity on the ‘hands free card’. It must be shown in the event of an inspection when using the ski lifts, or any other request for which proof of purchase and ownership may be requested (proof of insurance, loss or theft of the LIFT PASS, etc.)

The ski area and the period of validity of the LIFT PASS are not indicated on the “hands-free card” but they are recorded on the order receipt. Any

information relating to the validity of the LIFT PASS upon the 'hands free card' ticket has no contractual value.

6 – CUSTOMER PHOTOGRAPHS

The sale of any LIFT PASS that is more than 7 days in duration, or the issue of any free or discounted passes, as well as « season » passes, require the provision of taking a recent full face photograph of the user. This photograph will be kept by the Operator in its computerised ticketing database to allow for any eventual LIFT PASS reissues or recharges, unless opposed by the user (see PROTECTION OF PERSONAL DATA below)

7 – « SNOW RISK » INSURANCE

SERMA offers its users an insurance contract : « Snowrisk » (specific to Portes du Soleil ski resorts) in addition to the purchase of a LIFT PASS. The Operator is only seller of the insurance and the contract is between the Consumer and the Insurance Company.

Guarantees : Please refer to the « Snow Risk » conditions, which are available online directly from the website <https://www.snowrisk.com/#decouvrir>.

8 - ONLINE PAYMENT

Orders are paid for by bank card via a virtual card payment terminal, and payment occurs with immediate effect.

Confirmation of the order and the general conditions, as well as the online provision of the payment card number by the Client, constitute proof of the transaction as stated by law n° 2000-230 of March 13, 2000. This confirmation states acceptance of all online-sales operations carried out and outlines the products concerned; it is recommended the Client retains a copy.

Refusal by a banking institution to debit the Customer's bank account will lead to the cancellation of the order.

Secure credit-card payment is made through a merchant back-office electronic payment platform: CYBERPLUS, PAYPAL or AMEX. This service integrates both SSL and SET security standards. Any confidential data transmitted is encrypted and does not pass through the Operator's servers, ensuring complete data confidentiality. Payment can also be made through ANCV Connect.

9 - ORDER DELIVERY

For a FIRST PURCHASE, the Client can choose how to collect for their LIFT PASS:

- Either delivery to their home address - postage & shipping costs will be detailed when placing the order (except for lift passes purchased on AVOPASS) OR
- Collection from an automatic sales point or a SERMA sales desk

For a RECHARGE, the RECHARGE of the LIFT PASS takes place automatically upon the first passage through a ski lift turnstile in the relevant ski area.

10 - NO RIGHT OF WITHDRAWAL

According to Article L.221-28 of the Consumer Code, the sale of transport passes is not subject to the right of withdrawal stated in Articles L221-18, following the Consumer Code for online and virtual selling. Thus the right of withdrawal does not apply to any LIFT PASS orders placed on the www.skipass-avoriaz.com website.

11 - ORDER MODIFICATION AND CANCELLATION

A completed order can be modified before the pass has been used if the request is made the latest 48 hours before the 1st day of ski. Any modification can only be for a pass of an equivalent value. For passes purchased with promotional codes or at discounted prices, changes can only be made under the specific framework of the original purchase conditions.

12 – REFUNDS

The prices of the LIFT PASSES including seasonal passes, benefit from a regressive pricing structure. In the event where a LIFT PASS has been bought, but not entirely used, the LIFT PASS will not be neither exchanged, nor refund, regardless of the cause (illness including COVID, accident or any other personal reason of the User) or the duration of the LIFT PASS. Unused lift passes will be fully refunded. Except the price of the insurance.

Non consecutive days lift passes will have to be used during the current season. There won't be any report or refund for unused days.

Are not concerned, lift passes bought by ANCV Connect which can only be subject of a Credit Note, and are not concerned Avoriaz lift passes bought under the offer Dynamic Pricing which are not subject to any reimbursement.

13 – AUTOMATIC PAY STATION OPERATING MODE

Users can also buy some categories of lift passes on Automatic pay station displayed at some Sales points. Payment can only be made by credit card. Only lift pass without photography of the Users and sold at public rates are delivered by the automatic pay stations.

14 – LOSS OR THEFT

LIFT PASSES that are found are taken to the Reception located 98 Place Jean Vuarnet, 74110 AVORIAZ.

LIFT PASSES that have been lost or misplaced can be replaced (please refer to CGU/Article 6).

15 - COMPLAINTS

All complaints and supporting documents must be addressed to SERMA via the online form, available at <http://www.skipass-avoriaz.com/aide/contact> within 2 months following the event at the cause of the complaint.

In the absence of a satisfactory response, or the absence of a response within a minimum of 60 days, following from the written complaint (and a maximum of 1 year) from the written statement, the user can solicit the services of Ombudsman for Tourism and Travel. The information for which is available on their website : www.mtv.travel The ruling of the Ombudsman is not binding to the parties of the contract.

16 – SPECIFIC REFUND CONDITIONS

In the case of a total closure of the Portes du Soleil ski area by Public Authorities due to the pandemic, for longer than 15 days, all passes that allow access to the ski areas of Avoriaz and the Portes du Soleil are entitled to a credit note or refund :

For « season » LIFT PASS : a credit note or a refund corresponding to the number of weeks closure, calculated by the pro-rata price of a « season pass » for the number of weeks opening originally planned multiplied by the number of weeks of closure less one day's grace period.

For the « weekly » passes up to 15 consecutive days : a credit note or a refund calculated pro rata by the days not used, on the basis of what the user paid.

For the « daily » passes : a credit note or a refund of the upasses on the basis of what the user paid.

Refund requests must be applied for via the online form available at : <http://www.skipass-avoriaz.com/aide/contact> within 60 days following the events.

Only LIFT PASSES bought directly from SERMA and paid for by the user are eligible for a refund.

17 - DATA PROTECTION

All information required by the Operator, in order to issue a LIFT PASS is obligatory. If all or some information is missing, the LIFT PASS cannot be issued. Some data will be collected to create a user database for the Ticket Office. This will be used to send promotional information, newsletters and surveys. The use of this data is for the improvement of SERMA, in order to develop its services, remain competitive within the market and the best response to user queries. Is it collected with the consent of the User.

The safety and confidentiality of this data is guaranteed by SERMA. All data collected by SERMA is for use by the company and their authorised partners.

Data is held for three years starting from the end of the sales relationship between the user and SERMA.

In accordance with current regulations, users of SERMA can, at any time, access their information, or ask SERMA to dispose of it.

User can also contest, amend or restrict access to their data (cf : cnil for the motivation on their rights.)

If the user would like to exercise these rights, then they can contact the department in charge of data protection at SERMA by email at rgpd@serma-avoriaz.com.

The User maintains the right to submit a complaint to the CNIL if they consider that their rights have not been respected (contact information for the CNIL are available on their website : www.cnil.fr)

18. TRANSLATION – PRACTICAL APPLICATION OF LAW – CLAIM PROCEDURE

The Current Term and Conditions have been consituted in French. These General Conditions are subject to French law in both their interpretation and application. Where these Terms and Conditions have been translated into several languages, the French version of these conditions is the only legally binding version.

Therefore, in any case of difficulty in interpretation or application of any provision of these Terms and Conditions, reference should be made expressly and exclusively to the French version.

These conditions apply from the 23d November 2023

A AVORIAZ,

Thomas FAUCHEUR - Directeur Général