

TERMS OF SALES WINTER

These sales conditions (hereinafter referred to as the "Sales Conditions") govern the relationship between SCV Domaine Skiable (hereinafter referred to as "SCV"), which operates the ski lifts of the Serre Chevalier ski area, and any consumer (hereinafter referred to as the "Client") who:

- Purchases a transport ticket (hereinafter referred to as a "Transport Ticket") from SCV, allowing them to use one or more ski lifts operated by SCV during the winter season;
- Books an activity (hereinafter referred to as an "Activity") offered by SCV to be carried out during the winter season;
- Subscribes to insurance (hereinafter referred to as "Insurance") offered by SCV in connection with a Transport Ticket.

By purchasing a Transport Ticket, booking an Activity, or subscribing to Insurance, the Client accepts these Sales Conditions without reservation.

As an exception, the purchase of a Transport Ticket or Insurance via the website <https://www.ouik-serrechevalier.ski> is governed by the sales conditions posted on this website.

ARTICLE 1. INFORMATION ABOUT SCV

SCV is a simplified joint-stock company under French law with a capital of €15,012,460.40, registered with the Gap trade and companies registry under number 348 799 529, with the VAT number: FR 41 348 799 529.

Contact details:

- Head office address: 603 Rue du Centre, Place du Téléphérique, Le Serre d'Aigle, Chantemerle, 05330 Saint-Chaffrey, France.
- Phone: +33 (0)4 92 25 55 00.
- Email: info@serrechevalier-pass.com.

SCV is insured by Allianz IARD (1 cours Michelet, CS 30051, 92076 Paris La Défense Cedex, France).

SCV is registered as an insurance intermediary under the number Orias 20000112.

ARTICLE 2. TRANSPORT TICKETS, ACTIVITIES, AND INSURANCE

The list of Transport Tickets, Activities, and Insurance, along with their characteristics and conditions for availability, can be found at SCV sales points (hereinafter referred to as "Sales Points"), near or at SCV-operated kiosks (hereinafter referred to as "Kiosks"), on the website <https://www.serrechevalier-pass.com> (hereinafter referred to as the "Website"), and in the "Serre Chevalier" app (hereinafter referred to as the "App").

ARTICLE 3. SALES LOCATIONS

Transport Tickets can be purchased at Sales Points, and a selection of Transport Tickets can be bought online via the Website, the App, and Kiosks. Free Transport Tickets for persons aged 75 or older and for persons with disabilities can only be obtained at Sales Points. Free Transport Tickets for children under 6 can be obtained at both Sales Points and the Website.

The "Enjoy" option can be subscribed to at Sales Points, on the Website, the App, and Kiosks.

Activity tickets can be purchased at Sales Points, on the Website, the App, and Kiosks. Insurance can be subscribed to at Sales Points, on the Website, the App, and Kiosks.

Some offers may be exclusive to Sales Points, the Website, the App, or Kiosks.

ARTICLE 4. ORDERING

The Client can purchase up to eight Transport Tickets per order from a Kiosk.

The Client may complete an order on the Website by the day before the Transport Ticket's validity starts. However, if the Client chooses to receive a chip card containing the Transport Ticket via postal mail, the order must be confirmed and fully paid at least seven full days before the start of the Transport Ticket's validity if shipped within mainland France or Corsica, or ten days if shipped elsewhere. Otherwise, the order cannot be completed.

The Client may finalize an order through a Kiosk or the App by the day the Transport Ticket becomes valid.

An Activity can be booked until the day it starts, subject to availability.

When ordering through the Website or the App, the Client:

1. Selects the desired Transport Tickets and optionally the "Enjoy" option, Activities, and Insurance;
2. Reviews the order and makes any necessary modifications;
3. Creates a personal account or logs in, or proceeds without creating an account by providing an email address;
4. Provides the necessary details for the personalization of Transport Tickets and Activity tickets;
5. Selects delivery options for the Transport Tickets and Activity tickets;
6. Accepts the Sales Conditions and the terms of use for Transport Tickets and Activities;
7. Pays for the order.

If an order placed on the Website or App is not completed within 30 minutes, the selected products are removed from the Client's shopping cart.

ARTICLE 5. PHOTOGRAPHY

For Transport Tickets valid every day of the winter season or for free "veteran" Transport Tickets for three or more days, the Client must provide a recent, passport-style photograph (facing forward, no tinted glasses or headwear).

ARTICLE 6. PRICING

The pricing for Transport Tickets, the "Enjoy" option, and Activity tickets is available at Sales Points, near Kiosks, on the Website, and on the App, as well as at Serre Chevalier tourist offices. All prices are in euros and include taxes. SCV may adjust prices during the season in response to changes in taxes.

SCV may offer discounted Transport Tickets exclusively at Sales Points, particularly in cases of poor weather or snow conditions affecting lift operations.

Price reductions cannot be combined. The Client must provide original documents at the time of purchase to benefit from discounted or free tickets.

No refunds or reductions will be granted after a purchase, and Activity prices generally include equipment but exclude necessary Transport Tickets.

ARTICLE 7. PAYMENT

7.1 Currency

Payments must be made in euros. At Sales Points, payment in another currency is possible via the Dynamic Currency Conversion (DCC) service.

7.2 Payment Methods

Accepted payment methods include:

- At Sales Points: credit cards (Visa, Mastercard, American Express), checks drawn on a French bank, cash (within legal limits), and ANCV holiday vouchers.
- On the Website: credit cards (Visa, Mastercard, American Express).
- On the App: credit cards (Visa, Mastercard, American Express).
- At Kiosks: credit cards (Visa, Mastercard, American Express, except at the kiosk near the zip line).

When paying by check, the Client must present a valid ID. No change is given for ANCV holiday vouchers.

7.3 Installment Payments

The Client can pay in three installments if:

- The order includes a Transport Ticket valid for every day of the winter season;
- The order is placed by December 15;
- The total amount is between €698.50 and €5,000 (including tax);
- The order is placed via the Website.

ARTICLE 8. ORDER CONFIRMATION

An order confirmation (hereinafter referred to as the "Order Confirmation") is sent to the Client by email after purchasing a Transport Ticket or Activity ticket. For purchases at a Sales Point, the Client may request a printed Order Confirmation.

The Client should keep the Order Confirmation throughout the validity of the Transport Ticket or Activity ticket, as it may be required for compensation claims.

ARTICLE 9. DELIVERY OF TRANSPORT TICKETS AND ACTIVITY TICKETS

Each Transport Ticket is issued either as a chip card or in digital form. Activity tickets are issued as chip cards.

9.1 Chip Card Delivery

If the Client chooses to receive a chip card, the card is provided for free upon purchasing the Transport Ticket or Activity ticket.

- If the Transport Ticket or Activity ticket is purchased at a Sales Point, the card will be issued immediately.
- If the Transport Ticket or Activity ticket is purchased on the Website or App, the Client can:
 - Pick up the card at a Sales Point with ID and the order number (available in the confirmation email);
 - Collect the card from a Kiosk by providing the email address used in the order and the order number;
 - Pick up a blank card at one of the pickup points listed on the Website. The Client will then need to encode the Transport Ticket onto the card via their personal account on the Website;
 - Request postal delivery of the chip card (shipping is free). However, this option is unavailable for orders placed via the App.

If the Transport Ticket or Activity ticket is purchased from a Kiosk, the chip card will be issued immediately by the Kiosk.

The Client is encouraged to verify that the Transport Ticket or Activity ticket matches the order upon receipt.

9.2 Digital Delivery

The Client can download the Transport Ticket onto their smartphone. This option is available for all Transport Tickets but not for Activity tickets. To do this, the Client must download the App and follow the instructions provided in the App's terms of use.

ARTICLE 10. RELOADING TRANSPORT TICKETS AND ACTIVITY TICKETS

The chip card used for a Transport Ticket or Activity ticket can be reloaded multiple times. New Transport Tickets or Activity tickets, with or without the "Enjoy" option, can be added to the card. However, if a Transport Ticket valid for the entire winter season or for a set number of lift rides is already on the card, only a new Activity ticket can be added to it.

Reloading can be done at Sales Points, on the Website, on the App, and at Kiosks. The "Enjoy" option cannot be added when reloading at a Kiosk.

If a new Transport Ticket is loaded onto a card while another Transport Ticket is still valid, the second Transport Ticket cannot be used, and no compensation will be offered. Therefore, the Client is advised to wait until the first Transport Ticket expires before loading a new one.

ARTICLE 11. ORDER MODIFICATION

The Client can request a free modification to their order if the following conditions are met:

- The modification only involves changing the validity date of the purchased Transport Ticket or Activity ticket, and the new date falls within the same winter season;
- The modification does not affect the price;
- The modification request is received by SCV no later than the first day of validity of the Transport Ticket or Activity;
- The Transport Ticket has not been used, or the person booked for the Activity has not participated in the Activity, even partially, at the time of the modification request.

Modification requests can be made:

- By email to contact@serrechevalier-pass.com;
- Via the website <https://www.ticketoski.fr/fr/serre-chevalier>;
- At a Sales Point;
- By postal mail to SCV Domaine Skiable, Service Relation Client, 603 Rue du Centre, Place du Téléphérique, Le Serre d'Aigle, Chantemerle, 05330 Saint-Chaffrey, France.

The Client must include the order reference number, their first and last names, and the chip card number (if already received) in the modification request.

Activity modifications are subject to availability due to limited space.

ARTICLE 12. ORDER CANCELLATION

The Client can cancel an order placed on the Website from their account up until the day before the Transport Ticket's validity starts or the day before the Activity begins.

Additionally, the Client may request a full or partial order cancellation if the following conditions are met:

- The order was placed via the Website, at a Sales Point, at a Kiosk, or on the App;
- SCV is informed of the cancellation by no later than the first day of the Transport Ticket's validity or the start of the Activity;
- The Transport Ticket has not been used, or the person booked for the Activity has not participated, even partially, by the time the cancellation request is made.

Cancellation requests can be made:

- By email to contact@serrechevalier-pass.com;
- Via the website <https://www.ticketoski.fr/fr/serre-chevalier>;
- At a Sales Point;
- By postal mail to SCV Domaine Skiable, Service Relation Client, 603 Rue du Centre, Place du Téléphérique, Le Serre d'Aigle, Chantemerle, 05330 Saint-Chaffrey, France.

For the cancellation to be valid, the Client must include the order reference number, their first and last names, and the chip card number (if already received).

The price of the cancelled Transport Ticket, the "Enjoy" option (if applicable), the Activity, or the Insurance will be refunded. However, if the cancellation involves a "Family Pack" and reduces the number of participants below the required number for the discount, the refund will be adjusted accordingly.

Refunds are issued to the credit card used for the original payment. In the case of cash payments, refunds will be issued in cash, and for checks or holiday vouchers, refunds will be made by bank transfer.

ARTICLE 13. COMPENSATION

The Client, user of a Transport Ticket, or the person booked for an Activity cannot claim a refund, exchange, extension, or postponement of a Transport Ticket, "Enjoy" option, or Activity ticket, even if they have not been used or only partially used, or if the price has decreased after purchase.

However, compensation may be provided in the cases detailed below.

No compensation is provided for tickets or reservations made through third parties. In such cases, the Client must contact the third party for any claims.

13.1 Lift Operation Interruption Due to Public Health Orders

If all SCV-operated ski lifts are closed due to a public health order for one or more full days, the Client can request a refund for the Transport Ticket, "Enjoy" option, or Activity ticket (if access to the ski lifts is required).

The refunded amount will be proportional to the number of closed days during the validity period of the Transport Ticket or Activity.

Insurance costs will not be refunded.

13.2 Lift Operation Interruption Due to Other Causes (Not Public Health Orders)

The Client may receive compensation if the following conditions are met:

- They purchased a Transport Ticket from SCV, except for tickets valid for less than a day, a single day, non-consecutive days, a set number of lift rides, or every day of the winter season;
- During the validity period of the Transport Ticket, more than 75% of the ski lifts accessible with this ticket are closed for a full day;
- This closure is not due to a force majeure event or the regular scheduled opening hours of the ski lifts displayed at Sales Points or on SCV's Website.

Compensation can be in one of the following forms, at the Client's choice:

- Either a new Transport Ticket valid for the same number of days as the days during which the ski lifts were closed. If the original Transport Ticket included the "Enjoy" option, this option will also be included with the new ticket;
- Or a refund for a portion of the Transport Ticket price, calculated proportionally based on the number of closed days compared to the total number of valid days for the ticket (e.g., if the Client purchased a six-day Transport Ticket and the lifts were closed for three days, they will be refunded 50% of the ticket price). The refund will also include the "Enjoy" option if applicable but will exclude Insurance.

To request compensation, the Client must send a request to SCV, including the Order Confirmation, a copy of the Transport Ticket, and their bank details (IBAN).

13.3 Activity Cancellation by SCV

If SCV cancels an Activity that the Client has booked, the Client may either reschedule the Activity or receive a refund for their booking. If the Client purchased an "Activity Pack" providing access to multiple Activities, the refund will only apply to the cancelled Activity.

To reschedule the Activity, the Client must present the Order Confirmation at a Sales Point.

To receive a refund, the Client must send a request to SCV, including the Order Confirmation.

ARTICLE 14. RIGHT OF WITHDRAWAL AND RIGHT OF CANCELLATION

The Client does not have the right of withdrawal provided for in the French Consumer Code when purchasing a Transport Ticket, the "Enjoy" option, or an Activity ticket via the Website, the App, or a Kiosk.

However, in the case of Insurance, the Client has:

- The right of cancellation under Article L. 112-2-1, II, of the French Insurance Code within 14 days from the subscription date if the insurance was taken out remotely and for non-professional purposes, provided the coverage lasts at least one month, and the insurance contract has not been fully executed upon the Client's express request;
- The right of cancellation under Article L. 112-10 of the French Insurance Code within 30 days from the subscription date, provided the insurance was taken out for non-professional purposes, and the contract has not been fully executed or the Client has not activated any guarantee.

Details on how to exercise these cancellation rights and the consequences are provided on the website <https://serre-chevalier.monassuranceski.com>.

The Client has 14 calendar days from the date of the order to cancel the payment facility described in Article 7.3 by notifying their decision via email at contact@serrechevalier-pass.com.

ARTICLE 15. LIABILITY

It is the Client's responsibility to select the most suitable Transport Ticket, Activity ticket, or Insurance for their needs and constraints. SCV is not liable for any inadequacy of the chosen

ticket or insurance with respect to the Client's needs or constraints, nor for those of the Transport Ticket user, the person booked for an Activity, or the insurance beneficiary.

SCV disclaims any responsibility if the Client is unable to complete an order on the Website, App, or Kiosk before a specific deadline, due to technical difficulties such as website inaccessibility, malfunction of the payment system, or refusal of payment by the Client's bank.

ARTICLE 16. PERSONAL DATA

Compagnie des Alpes (RCS Paris 349 577 908) and SCV, a subsidiary of this company, jointly process personal data during the sale of Transport Tickets and Activity tickets. These data processing operations are detailed in the privacy policy available on the Website and at Sales Points. Individuals whose data are processed have the right to access, rectify, delete, limit, or oppose the processing of their data. These rights can be exercised by contacting SCV using the contact details provided in Article 19.

ARTICLE 17. COMMUNICATION OF THE SALES CONDITIONS AND ORDER DETAILS

The Client can obtain a copy of the Sales Conditions.

In addition, if the Client placed an order electronically, they can request the details of this order, along with the applicable Sales Conditions at the time of the order, for a period of five years (for orders under €120) or ten years (for orders of €120 or more) following the order date.

To request this information, the Client must contact SCV at the address provided in Article 19.

ARTICLE 18. TRACKING AN ORDER

For Transport Tickets purchased on the Website or App, the Client can obtain information on their order by:

- Writing to SCV Domaine Skiable, Service billetterie internet, 603 Rue du Centre, Place du Téléphérique, Le Serre d'Aigle, Chantemerle, 05330 Saint-Chaffrey, France;
- Calling +33 (0)4 92 25 55 00;
- Sending an email to contact@serrechevalier-pass.com.

ARTICLE 19. REQUESTS AND COMPLAINTS

The Client can submit any request or complaint regarding the processing of their personal data by:

- Writing to SCV Domaine Skiable, Protection des données personnelles, 603 Rue du Centre, Place du Téléphérique, Le Serre d'Aigle, Chantemerle, 05330 Saint-Chaffrey, France;
- Sending an email to scv.dpo@compagniedesalpes.fr.

For all other requests or complaints, the Client can:

- Write to SCV Domaine Skiable, 603 Rue du Centre, Place du Téléphérique, Le Serre d'Aigle, Chantemerle, 05330 Saint-Chaffrey, France;
- Use the website <https://www.ticketoski.fr/fr/serre-chevalier>;
- Send an email to contact@serrechevalier-pass.com.

If the complaint relates to the non-conformity of a Transport Ticket or Activity ticket issued by SCV with the Client's order, it must be submitted to SCV before the ticket is used. For all other complaints, the Client must submit them within two months of the event that prompted the complaint.

If the Client wishes to activate an Insurance claim, they must contact Marsh. SCV is not authorized to process insurance claims.

ARTICLE 20. DISPUTE RESOLUTION

In the event of a dispute between the Client and SCV regarding the validity, interpretation, or execution of the Sales Conditions, the Client may use mediation or any other alternative dispute resolution method free of charge.

The Client can use mediation services:

- For payment-related disputes: The Client may contact the AFEPAME Consumer Mediator following the procedure on the website <https://mediateur-consommation-afepame.fr>.
- For other disputes: The Client may contact the Tourism and Travel Mediator (MTV – Médiation Tourisme Voyage, Service dépôt des saisines, CS 30958, 75383 Paris cedex 08, France – Phone: +33 (0)1 42 67 96 68 – Email: info@mtv.travel), following the procedure on the website <https://www.mtv.travel> and within a maximum of one year from the date of the written complaint sent to SCV.

Alternatively, the Client may use the online dispute resolution platform established by the European Commission, available at <https://webgate.ec.europa.eu/odr/>.

If no amicable resolution is reached, the Client may take the dispute to either one of the territorially competent courts as per the French Civil Procedure Code or the court of the location where the Client resided at the time the contract was concluded or the event occurred.

ARTICLE 21. EFFECTIVE DATE OF THE SALES CONDITIONS

The Sales Conditions take effect on October 1, 2024.

ARTICLE 22. MODIFICATION OF THE SALES CONDITIONS

SCV reserves the right to modify the Sales Conditions at any time.

ARTICLE 23. TRANSLATION OF THE SALES CONDITIONS

In the event of a contradiction between the French version of the Sales Conditions and a version in another language, the French version prevails.

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ARTICLE 24. APPLICABLE LAW

The Sales Conditions are governed by French law.