

TERMS AND CONDITIONS OF USE FOR TRANSPORT TICKETS AND ACTIVITY ACCESS TICKETS

These terms and conditions of use (hereinafter referred to as the "Terms of Use") govern the relationship between SCV Domaine Skiable (hereinafter "SCV"), the operator of the ski lifts at the Serre Chevalier ski area, and any individual (hereinafter the "User") who:

- Uses a transport ticket (hereinafter a "Transport Ticket") allowing access to one or more ski lifts operated by SCV; or
- Participates in an activity (hereinafter an "Activity") provided by SCV or one of its authorized representatives.

By using a Transport Ticket or participating in an Activity, the User unreservedly accepts the Terms of Use.

ARTICLE 1. INFORMATION ABOUT SCV

SCV is a French simplified joint-stock company with a share capital of €15,012,460.40, registered with the Gap Trade and Companies Register under number 348 799 529. Its intra-community VAT number is FR 41 348 799 529.

Its contact details are as follows:

- **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).

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

ARTICLE 2. ACCESS TO SKI LIFTS

Transport Tickets provide access to the ski lifts operated by SCV.

However, certain ski lifts may be closed, with or without prior notice, particularly due to weather, snow conditions, or health-related issues. SCV does not guarantee the daily operation of all ski lifts it operates.

Access restrictions, such as those related to age, physical condition, or the User's equipment, may apply to certain ski lifts. These restrictions are available at SCV sales points, on the website <https://www.serrechevalier-pass.com/> (hereinafter the "Website"), and at the boarding areas of each ski lift. It is the User's responsibility to ensure they are not subject to any access restrictions. Any User subject to an access restriction will be denied entry to the respective ski lift, without any compensation being due to the User or the purchaser of the Transport Ticket used by the User.

Access to a ski lift with a mountain bike is only permitted if the following conditions are met:

- Mountain bikes are listed as authorized vehicles in the police regulations posted at the base of the ski lift;
- The User possesses a Transport Ticket that permits access to ski lifts with a mountain bike. Transport Tickets issued for the winter season, as well as "Pedestrian" Transport Tickets for the summer season, do not allow access to ski lifts with a mountain bike.

Transport Tickets do not grant Users any priority access to ski lifts. By exception, Users who have the "Enjoy" option benefit from priority access to the following ski lifts: the Pontillas, Prorel, and Ratier gondolas; the detachable chairlifts Bâchas, Bletonnet, Casse du Bœuf, Cibouit, Clôt Gauthier, Combes, Côte Chevalier, Croix de la Nore, Cucumelle, Eychauda, Forêt, Grand Serre, Orée du Bois, Prorel, Rocher Blanc, and Vallons; and the Yrêt chairlift. Holders of a Mobility Inclusion Card (with "priority" mentioned) or a professional ski instructor card also benefit from priority access to ski lifts.

To facilitate the transmission of encoded information when passing through the ski lift access gates, the Transport Ticket must be worn on the left side and preferably kept away from mobile phones, keys, or any aluminum objects.

Non-emancipated minors must always be accompanied by an adult, who must supervise them in all circumstances.

ARTICLE 3. PARTICIPATION IN ACTIVITIES

The "Mountain Kart" activity (offered only in summer) is open exclusively to Users who are at least 1.40 meters tall. The "Deval'Bob" activity is open only in winter to Users aged 12 years and older. The "downhill scooter" and "guided electric scooter adventure" activities (offered only in summer) are open exclusively to Users who are at least 1.40 meters tall, with a minimum age of 14 years for the electric scooter. For the "giant zip line" activity, the User's weight, or the combined weight of two Users using the same zip line simultaneously, must be between 25 kg and 120 kg, with a maximum weight difference of 40 kg between the two Users.

Wearing a helmet is mandatory for all activities.

Participation in an activity involving the provision of equipment to the User (e.g., scooter, helmet, knee pads, elbow pads) may require the submission of an identity document. This document will be returned after the equipment is returned in good condition at the end of the activity. If the equipment is not returned or is returned in poor condition, SCV reserves the right to take any necessary action against the User.

The equipment provided for an activity may only be used on the tracks dedicated to that activity.

Non-emancipated minors must always be accompanied by an adult, who must supervise them in all circumstances.

ARTICLE 4. COMPLIANCE WITH RULES

The User must comply with the police regulations posted at the departure points of the ski lifts operated by SCV, as well as the instructions given by any SCV staff member when using these ski lifts. Additionally, the User is encouraged to follow the "Ten Rules of Conduct for Skiers and Snowboarders" published by the International Ski Federation.

The User must adhere to health regulations established by public authorities or by SCV in compliance with a decision from public authorities. The applicable health protocol is displayed at SCV sales points and on the Website.

The User must refrain from any behavior that could harm or potentially harm the safety, health, or tranquility of other users, SCV staff, or SCV subcontractors. This includes but is not limited to intoxication, verbal or physical violence, consumption of alcohol or drugs, possession of weapons, shouting, use of excessively noisy devices, pushing, cutting in access lines, and other inappropriate conduct in the departure and arrival areas of the ski lifts operated by SCV, as well as on these ski lifts. The User must also avoid damaging equipment operated by SCV.

Failure to comply may result in SCV denying the User access to its ski lifts, notifying the competent law enforcement authorities, and pursuing legal action against the User.

ARTICLE 5. INSPECTIONS

The User must be able to present to any authorized inspector:

- An original, valid Transport Ticket that permits access to the ski lift being used;
- Where applicable, the original document(s) proving eligibility for a reduced or free Transport Ticket or Activity.

In case of a discrepancy between the information printed on the smart card encoding the Transport Ticket and the data stored on the chip, the information on the chip will prevail.

If the required documents listed above cannot be presented, the User must pay the price of the Transport Ticket they should have held to access the ski lift and/or the price of the Activity.

During an inspection by an authorized inspector, the User must also pay a fixed penalty equal to five times the value of a daily Transport Ticket. This penalty amount is rounded up to the nearest euro.

If the User cannot or refuses to immediately pay the fixed penalty, the authorized inspector will issue a formal report of the infraction. The inspector is authorized to record the User's identity and address. If the User refuses or is unable to provide proof of identity, the inspector will immediately notify the competent law enforcement authority, who may require the User to be presented to them. This procedure is immediately terminated if the User pays all sums owed under the terms of the settlement. The User has three months from the date of the infraction to settle the amount of the transaction, which includes the price of the Transport Ticket (if applicable), the fixed penalty, and administrative fees.

Alternatively, within the same timeframe, the User may submit a written, substantiated objection to SCV.

If the payment is not made within the specified timeframe and no objection is submitted, the infraction report will be sent by SCV to the public prosecutor, and the User will be liable for an increased fixed penalty collected by the Public Treasury.

The authorized inspector may confiscate a Transport Ticket from the User if it belongs to a third party, in order to return it to its rightful owner.

The fixed penalty is not applicable in cases where the User fails to present proof of reservation for an Activity.

ARTICLE 6. NON-TRANSFERABILITY OF TRANSPORT TICKETS AND ACTIVITY ACCESS TICKETS

Transport Tickets and Activity access tickets are personal and may not be transferred, whether for payment or free of charge, to any third party. Any Transport Ticket or Activity access ticket that has been transferred in such a manner will be considered invalid.

By exception, the shortest-duration, non-personalized Transport Ticket purchased at the highest price may be transferred. However, the new holder of the Transport Ticket must meet the conditions set by SCV (such as age requirements) to be eligible for the Transport Ticket. If the transferred Transport Ticket includes the “Enjoy” option, this option will also apply to its new holder.

ARTICLE 7. LOSS OR THEFT OF A SMART CARD

In the event of the loss or theft of the smart card on which the User’s Transport Ticket or Activity access right is encoded, and provided that the Transport Ticket or Activity access right was purchased from SCV, the User must report the loss or theft at an SCV sales point. The User must provide:

- If the Transport Ticket or Activity access right was purchased from SCV, the original purchase receipt for the Transport Ticket or Activity access right. For purchases made via the Website, the purchase receipt is the order confirmation email;
- If the Transport Ticket or Activity access right was purchased from an SCV agent (distributor, travel agency, etc.), the number of the smart card on which the Transport Ticket or Activity access right was encoded;
- The purchase date of the Transport Ticket or Activity access right;
- The payment method used for the purchase;
- The validity date and duration of the Transport Ticket or Activity access right.

A new smart card will be issued with a new Transport Ticket or Activity access right encoded for the remaining duration of the original Transport Ticket or Activity access right. If the User had the “Enjoy” option, it will be applied to the new Transport Ticket.

The lost or stolen smart card will be immediately deactivated and can no longer be used, even if recovered.

For Transport Tickets billed based on ski days, these days will be charged to the purchaser until the loss or theft of the Transport Ticket is reported, regardless of whether it is used by the rightful holder or a third party.

If the Transport Ticket was purchased from an entity other than SCV or its agents, the User must report the loss or theft to that entity.

Exceptions: The following tickets cannot be replaced:

- Transport Tickets valid during the winter season with a remaining validity of three hours or less;
- Activity access tickets fully used, even if used by someone other than the rightful holder;
- Activity access tickets valid for one or more days during the summer season.

If the User loses or has one of these tickets stolen, they must purchase a new one. The User is encouraged to promptly report the loss or theft of their ticket to an SCV sales point so that it can be deactivated.

ARTICLE 8. DEFECTIVE SMART CARD

Smart cards on which a Transport Ticket or Activity access ticket is encoded must not be bent, perforated, broken, or placed near a heat source.

In the event of a malfunctioning smart card, the User can return it to an SCV sales point, where it will be replaced free of charge.

If the smart card was issued by an entity other than SCV or its agents, the User must contact that entity to obtain a replacement.

ARTICLE 9. PERSONAL DATA

Compagnie des Alpes (registered with the Paris Trade and Companies Register under number 349 577 908) and SCV, its subsidiary, act as joint controllers for the processing of personal data in connection with the use of Transport Tickets and Activity access tickets. These data processing activities are detailed in the privacy policy available on the Website and at SCV sales points.

Individuals whose data are processed have the right to access their personal data, request their correction or deletion, limit their processing, and object to their processing. These rights can be exercised by contacting SCV using the contact information provided in Article 10.

ARTICLE 10. REQUESTS AND COMPLAINTS

The User may submit any request or complaint regarding the processing of their personal data:

- By postal mail to the following address:
SCV Domaine Skiable, Protection des données personnelles, 603 Rue du Centre,
Place du Téléphérique, Le Serre d'Aigle, Chantemerle, 05330 Saint-Chaffrey, France
- By email to the following address:
scv.dpo@compagniedesalpes.fr

For any other request or complaint, the User must submit it within two months of the event giving rise to the complaint:

- By postal mail to the following address:
SCV Domaine Skiable, 603 Rue du Centre, Place du Téléphérique, Le Serre d'Aigle,
Chantemerle, 05330 Saint-Chaffrey, France
- Via the website:
<https://www.ticketoski.fr/fr/serre-chevalier>

ARTICLE 11. DISPUTE RESOLUTION

In the event of a dispute between the User and SCV concerning the validity, interpretation, or execution of these Terms of Use, the User may seek resolution through a conventional mediation procedure or any other alternative dispute resolution method, free of charge.

The User may refer the matter to the Tourism and Travel Mediator (MTV – Médiation Tourisme Voyage, Service dépôt des saisines, CS 30958, 75383 Paris Cedex 08, France – Tel: +33 (0)1 42 67 96 68 – Email: info@mtv.travel) under the conditions outlined on the website <https://www.mtv.travel>. This must be done within one year of the written complaint submitted to SCV.

The User may also use the European Commission's online dispute resolution platform, available at <https://webgate.ec.europa.eu/odr/>.

If an amicable resolution cannot be reached, the User may bring the matter before either one of the territorially competent courts as defined by the French Code of Civil Procedure or the court of the location where the User resided at the time of the contract's conclusion or the occurrence of the harmful event.

ARTICLE 12. GREENHOUSE GAS EMISSIONS

The amount of greenhouse gases emitted by the ski lifts operated by SCV is as follows:

- **0.29 kg CO²e** for a non-"Pedestrian" Transport Ticket valid for one day
- **0.058 g CO²e** for a "Pedestrian" Transport Ticket valid for one day
- **0.02 g CO²e** for a Transport Ticket valid for one passage

100% of the energy used by the ski lifts operated by SCV is renewable (equivalent to 6 g CO²e/kWh).

For further information, the User can contact:

SCV, Risk Management and Sustainable Development Department, 603 Rue du Centre, Place du Téléphérique, Le Serre d'Aigle, Chantemerle, 05330 Saint-Chaffrey, France.

ARTICLE 13. EFFECTIVE DATE OF THE TERMS OF USE

The Terms of Use take effect on December 11, 2024.

ARTICLE 14. MODIFICATION OF THE TERMS OF USE

SCV reserves the right to modify the Terms of Use at any time.

ARTICLE 15. TRANSLATION OF THE TERMS OF USE

In the event of any inconsistency between the Terms of Use in French and those in another language, the French version shall prevail.

ARTICLE 16. APPLICABLE LAW

The Terms of Use are governed by French law.