

TERMS OF USE OF TRANSPORT TICKETS AND ACTIVITY ACCESS TICKETS

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

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

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

ARTICLE 1. INFORMATION ABOUT SCV

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

Its contact details are as follows:

- Registered office address: 603, rue du Centre, Place du Téléphérique, Le Serre d'Aigle, Chantemerle, 05330 Saint-Chaffrey, France;
- Tel.: +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 under number Orias 20000112.

ARTICLE 2. ACCESS TO LIFTS

The Transport Tickets provide access to the ski lifts operated by SCV. However, certain lifts may be closed, with or without prior notice, particularly due to weather, snow conditions, or health reasons. SCV does not guarantee the daily operation of all the lifts it manages. Access restrictions, for example related to age, physical condition, or the User's equipment, may apply to certain ski lifts. These restrictions can be consulted at SCV sales points, on the website <https://www.serrechevalier-pass.com/en/> (hereinafter the "Website"), and at the boarding points of each ski lift. It is the responsibility of the User to ensure that they are not subject to any access restrictions. Any User affected by an access restriction will be denied access to the respective lift, and neither the User nor the person who purchased the Transport Ticket used by the User can claim any compensation whatsoever.

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

- Mountain bikes are listed among the vehicles authorized by the police regulations posted at the departure of the lift;
- The User holds a Transport Ticket allowing access to the 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 the ski lifts with a mountain bike.

Transport Tickets do not grant Users any priority access to any ski lift. By exception, if the User benefits from the "Enjoy" option, they enjoy priority access to the following ski lifts: Pontillas, Prorel, and Ratier gondolas; 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, Vallons detachable chairlifts; and the Yrêt chairlift.

Holders of a Mobility Inclusion Card (marked "priority") or a professional ski instructor card also benefit from priority access to ski lifts.

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

Unemancipated minor Users 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 available only to Users who are at least 1.40 meters tall. The "Deval'Bob" activity is available only in winter to Users aged at least 12. The "downhill scooter" and "guided electric scooter adventure" activities (offered only in summer) are available only to Users who are at least 1.40 meters tall and aged 14 for the electric scooter. For the "giant zipline" activity, the User's weight, or the combined weight of two Users using the same zipline 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 (e.g., scooter, helmet, knee pads, elbow pads) may require the presentation of identification. This ID 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 not returned in good condition, SCV reserves the right to take action against the User.

Equipment provided during an activity may only be used on the designated tracks for that activity.

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 safety rules posted at the start of SCV-operated lifts, as well as the instructions given by any SCV staff member when using these lifts. It is also recommended to follow the "ten rules of conduct for piste users" published by the International Ski Federation.

The User must comply with the health regulations issued by public authorities or by SCV based on a public authority decision. The applicable health protocol is posted at SCV points of sale and on the Website.

The User must refrain from any behavior that endangers or is likely to endanger the safety, health, or tranquility of other users, SCV staff, or SCV contractors (e.g., intoxication, verbal or physical violence, consumption of alcohol or drugs, possession of weapons, loud noise, pushing

in queues, etc.) at lift boarding and arrival areas and on the lifts themselves. The User must also refrain from damaging SCV equipment.

Failure to comply may result in SCV prohibiting the User from accessing the lifts it operates, notifying the appropriate law enforcement officer, 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 Pass allowing access to the ski lift being used;
- If applicable, the original document(s) proving their eligibility for a reduced or free Transport Pass or Activity.

In the event of a discrepancy between the information on the chip card encoding the Transport Pass and the information recorded in the chip, the latter shall prevail.

Failure to present the required documents will result in the User being required to pay the full price of the Transport Pass and/or Activity they should have purchased to access the ski lift or participate in the Activity.

In the event of an inspection by an authorized inspector, the User must also pay a flat-rate penalty equal to five times the value of a one-day Transport Pass. The amount of this penalty is rounded up to the nearest euro.

If the User cannot or does not want to pay the penalty immediately, the inspector will draw up a report of the offense and is authorized to record the User's identity and address. If the User refuses or is unable to provide identification, the inspector will report the matter to the competent law enforcement authority, which may order the User to be presented to them immediately. The procedure is terminated if the User pays all amounts due at the time of the transaction. The User has three months from the date of the offense to settle the transaction, including any outstanding amounts for the Transport Pass, the penalty, and administrative fees. The User may also submit a reasoned objection to SCV within the same period. If the payment is not made within the specified time and no objection is submitted, the offense report will be sent to the public prosecutor, and the User will owe an increased flat-rate fine, collected by the Treasury.

An authorized inspector may confiscate a third-party Transport Pass being used by the User and return it to its rightful owner.

No penalty is due for failing to present an Activity reservation receipt.

ARTICLE 6: NON-TRANSFERABILITY OF TRANSPORT PASSES AND ACTIVITY ACCESS PASSES

Transport Passes and Activity access passes are personal and may not be transferred, either for payment or free of charge, to any third party. Any Transport Pass or access pass that has been transferred is considered invalid.

By exception, the non-nominal Transport Pass for the shortest duration and purchased at the highest rate may be transferred. The new holder of the Transport Pass must meet SCV's conditions (e.g., age) to use the Pass. If the transferred Transport Pass includes the "Enjoy" option, this option will benefit the new holder.

ARTICLE 7: LOSS OR THEFT OF A CHIP CARD

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

- If the Pass or Activity access was purchased from SCV, the original order receipt for the Pass or access. For purchases made online, the receipt is the order confirmation email;
- If the Pass or access was purchased from an SCV agent (e.g., distributor, travel agency), the number of the chip card on which the Pass or access was encoded;
- The date of purchase of the Pass or access;
- The payment method used for this purchase;
- The purchase date and duration of validity of the Pass or access.

A new Transport Pass or Activity access will be encoded on a new chip card for the remaining duration of the initial Pass or access. If the User had the "Enjoy" option, it will be associated with the new Pass.

The lost or stolen chip card will be immediately deactivated and cannot be used again, even if found.

For Transport Passes charged per ski day, these days will be billed to the purchaser of the Pass until the loss or theft is reported, whether the Pass is used by its rightful owner or a third party.

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

By exception, no replacement will be provided for:

- Transport Passes valid for the winter season with three hours or less of remaining validity;
- Activity access passes that have been fully used, even if used by someone other than the rightful holder;
- Activity access passes valid for one or more summer days.

If the User loses or has such a pass stolen, they must purchase a new one. Users are encouraged to promptly report the loss or theft to an SCV sales point so that SCV can deactivate the pass.

ARTICLE 8. DEFECTIVENESS OF A SMART CARD

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

In case of malfunction of a smart card, the User may return it to one of SCV's sales points. It will be replaced free of charge.

If the smart card was provided by an entity other than SCV or one of its agents, the User must contact that entity for a replacement.

ARTICLE 9. PERSONAL DATA

The company Compagnie des Alpes (RCS Paris 349 577 908) and SCV, a subsidiary of this company, act as joint controllers for the processing of personal data in connection with the use of Transport Tickets and access tickets for Activities. These processes are described in the personal data protection policy available on the Website and at SCV sales points.

The person whose data is being processed has the right to access the data concerning them, as well as the right to correct or delete the data, the right to restrict processing, and the right to object to such processing. These rights can be exercised by contacting SCV using the contact details provided in Article 10.

ARTICLE 10. REQUESTS AND CLAIMS

The User can submit any request or claim regarding the processing of their personal data:

- By mail to the following address: SCV Domaine Skiable, Personal Data Protection, 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.

The User may submit any other request or claim within two months following the occurrence of the event giving rise to the claim:

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

ARTICLE 11. DISPUTE RESOLUTION

In case of a dispute between the User and SCV regarding the validity, interpretation, or execution of the Terms of Use, the User may resort to a free conventional mediation procedure or any other alternative dispute resolution method.

The User can apply for mediation with 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), following the procedures outlined on the website <https://www.mtv.travel>, and within a maximum period of one year from the date of the written claim submitted to SCV.

They may also use the online dispute resolution platform set up by the European Commission, accessible at <https://webgate.ec.europa.eu/odr/>.

In the absence of an amicable resolution, the User may bring the matter before one of the territorially competent courts according to 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 when the harmful event occurred.

ARTICLE 12. GREENHOUSE GAS EMISSIONS

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

- For winter:
 - 12.99 g CO²e for a "Pedestrian" Transport Ticket valid for one day, equivalent to a car journey of 0.09 km;
 - 62 g CO²e for a Transport Ticket other than "Pedestrian" valid for one day, equivalent to a car journey of 0.44 km;
 - 6 g CO²e for a Transport Ticket valid for one passage, equivalent to a car journey of 0.04 km;
- For summer:
 - 11.94 g CO²e for a "Pedestrian" Transport Ticket valid for one day, equivalent to a car journey of 0.09 km;
 - 5.97 g CO²e for a Transport Ticket valid for one passage, equivalent to a car journey of 0.04 km.

Calculation basis: diesel car, 140g/km, class C, current average. 100% of the energy used by the ski lifts operated by SCV is renewable (i.e., 6 g CO²e/kWh).

For any further information, the User may 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 October 1, 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 case of conflict between the Terms of Use in French and the Terms of Use in another language, the French version shall prevail.

ARTICLE 16. APPLICABLE LAW

The Terms of Use are governed by French law.