

## SPECIFIC TERMS AND CONDITIONS SALE OF LIFT PASSES

SAS (Simplified Joint Stock Company) with a capital of 16 500 000,00 €,  
Headquarters : 98 Place Jean Vuarnet – 74110 Morzine, France.  
Phone : +33 (0)4 50 75 02 15  
Thonon les Bains RCS (Trade and Company register) N° 389 022 419  
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Courriel : [serma@serma-avoriaz.com](mailto:serma@serma-avoriaz.com)

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 l'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.

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 30/11/2023 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](http://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

The following Terms and Conditions for the sale of lift passes apply to all purchase of LIFT PASSES sold by the Operator without restriction nor reservation :

- At each Avoriaz sales points,
- On the Touch pads available in some Avoriaz sales points,
- On recharging terminals available in some Avoriaz sales points,
- Regarding the lift passes sold on line [www.skipass-avoriaz.com](http://www.skipass-avoriaz.com), please refer to the « Online Terms and conditions for the sale of Lift passes ». Are sold :
  - Consecutive days lift passes with a specific validity,
  - Season lift passes,
  - Points cards, points are counted down prior to the ski lift used. Points are only available the current winter season.
  - Consecutive hours ski passes : hours countdown continuously from the first crossing at the ski lift gate. If at the closure of the ski lifts the total number of hours is not completely consumed, there won't be any report, refund of the unused remaining hours.
  - Undated lift passes, only available during the ongoing winter season, During their validity, passes give access to unlimited use of ski lifts open, within the boundaries set by the category of the pass.
  - All lift pass for which the duration exceed the shorter duration available is personal and nontransferable.

### 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 displayed in all the points of sale of SERMA and are visible on the website [www.skipass-avoriaz.com](http://www.skipass-avoriaz.com).

The rates are shown in Euros including VAT. The prices can vary according to the current 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 any time 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

NB :Discounts to disabled persons are given to the persons with at least a 80% disability, only at Sales points, presenting disabled card.

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 – 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 be made by credit card only. Only lift pass without photography of the Users and sold at public rates are delivered by the automatic pay stations.

### 6 – 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).

### 7 – « SNOW RISK » INSURANCE

SERMA offers its users an insurance contract : « Snowrisk » or « ASP Assurensport » (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 at any Sales Points or available online directly from the website

<https://www.snowrisk.com/#decouvriez> or <https://www.assurensport.com/conditions-assurances-sport.php>

**8 – PAYMENT METHOD**

The LIFT PASSES are payable in the Euro currency, either in cash (if the amount doesn't exceed the current regulations as stated in the Articles L. 112-6 and D. 112-3 of the Code Monétaire et Financier), by bank card (Mastercard, Visa, Electron, Maestro, Vpay), by American Express, by French Bank Cheque made out to SERMA along with the presentation of an ID card or by Holiday Cheques issued by the ANCV (must not be expired) or by mobile phone.

**9 – PROOF OF SALE**

From the 1st January 2023, no receipt will be printed except if the client make such a request.

**10 – CUSTOMER PHOTOGRAPHS**

The sale of any LIFT PASS that is more than 7 days in duration, or the issue of any free of 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)

**11 – 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.

**12 – DISRUPTION OF SKI LIFT SERVICE**

The winter season opening of the ski lifts for 2023-2024 runs as follows :

- The Avoriaz area will stay open until the 21st April 2024, depend on the weather, snow or other unforeseen circumstances.
- Portes du Soleil inter-resort links will be open from 16th December 2023 to 21st April 2024, dependent on the weather, snow or other unforeseen circumstances.

SERMA does not guarantee the operation of all the ski lifts in the Portes du Soleil area, nor the possibility to ski on all the pistes of the Portes du Soleil area.

Temporary disruption of the ski lift service, due to bad weather or maintenance does not incur a refund. Only the stoppage of the ski lifts to which the LIFT PASS gives access, for a duration of several hours or more will incur compensation.

The amount of the compensation will be calculated at the end of the stay and can take the following form : immediate prolongation of the duration of the LIFT PASS, credit note, or refund at a later date upon presentation of supporting documents within 2 months from date of the damage suffered by the User.

Compensation requests must be filled out via the online form available at : <http://www.skipass-avoriaz.com/aide/contact> before the deadlines and upon presentation of supporting documents.

Only LIFT PASSES that have been bought and paid for directly by the user from SERMA are available for compensation

Compensation requests must be filled out via the online form available

None compensation will be given before the LIFT PASS has expired. The User shall not be entitled to claim any reimbursement cannot exceed the amount of compensation.

If the User has not internet access, he can go the Reception to request for the refund.

The response will be sent within a minimum of 60 days, following from the written complaint.

**13 - SECURITY**

For their own safety, the user is invited to read and respect the safety regulations in the CGU of SERMA.

**14 - 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.fr](http://www.mtv.travel.fr) The ruling of the Ombudsman is not binding to the parties of the contract.

**15 - 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 respond 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 [rpgd@serma-avoriaz.com](mailto:rpgd@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 (CNIL contact information available on [www.cnil.fr](http://www.cnil.fr))

**16 – SPECIFIC REFUND CONDITIONS FOR WINTER**

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 Winter « 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 – RESPECT OF THE PHYTOSANITARY MEASURES**

As part of the context of the COVID 19 pandemic measures and prior to the legal texts to deal with this pandemic, SERMA had set up particular provisions which comply with the sanitary requirements. Those provisions communicate about hygiene measures and social distancing. The User has to respect the particular provisions, hygiene measures, and the written and verbal instructions displayed by SERMA.

**18. TRANSLATION – PRACTICAL APPLICATION OF LAW – CLAIM PROCEDURE**

The Current Term and Conditions have been consulted 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



Société d'Exploitation des Remontées Mécaniques de Morzine Avoriaz

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Société par actions simplifiée au capital de 16 500 000 € - Siège social : Gare Supérieure du Téléphérique - 74110 Avoriaz

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