

OVERVIEW

These General Terms and Conditions of Sale and Use apply to all passes for ski lifts, and passes providing access to Le Grand Bornand pistes. They are valid from 1st September 2021 to 18 April 2022.

The purchase of a pass implies knowledge and acceptance by the person referred to hereinafter as "the Customer" of all of these General Terms and Conditions of Sale and Use, without prejudice to usual appeal procedures.

If any provision were to be absent, that point would be considered to be governed by common practice in force for the ski lift sector and for companies with their registered office in France. The language of the contractual documents is French.

THE PACKAGE

The package comprises a medium on which the pass is recorded. During the period of its validity, it provides free access to the Grand Bornand ski lifts for which it has been issued, without any priority whatsoever. The areas for which the pass is valid are defined according to the tariff, and opening times for lifts are displayed at the company's retail outlets, subject to weather and snow conditions.

The duration of validity of passes is defined as a consecutive period (e.g. 4 consecutive hours, 2 consecutive days, etc.) except where stated otherwise.

Customers who have purchased a pass for 6 consecutive days or more for the Grand-Bornand resort may receive an extension of one day at a reduced rate the day after their pass expires. This offer is a one-time only offer and there must be no break between expiry of the pass and the additional day. Additional day prices for winter 2021//2022 are as follows: adults €31.40, juniors €25.40, small children €23.30, seniors €30.40, veterans €15.70.

Passes other than those of minimum duration, and all passes at preferential rates are strictly personal and must not be transferred.

Promotional offers and reductions cannot be combined with any other reduction or promotion.

PASS CARDS

Passes are issued on a hands-free medium referred to as skicard which can be re-encrypted, recharged and reused. The card can be used to purchase a 4-hour pass, a day pass, a multi-day pass and a season pass, subject to paying a non-refundable supplement of 2 € including taxes.

The skicard can be re-used once or several times. In the event that it proves to be defective despite "normal" use, it benefits from a guarantee of 24 months after its delivery, and is replaced free of charge within this period.

PHOTOGRAPHS

Sales of the season pass are subject to providing a recent ID photograph, facing the camera, without sunglasses or head covering. The photograph will be stored by SAEM Les Remontées Mécaniques in its electronic ticketing system to facilitate any recharging or reprints of the pass, except where the Customer makes an objection thereto.

CUSTOMER CATEGORIES AND TARIFFS

General public tariffs for the sale of passes and hands-free cards are displayed at all ticket offices and are valid for the current winter season, from the first day of opening to the last day. The prices are expressed in euros and include taxes. They are non-contractual and may be changed.

The corresponding customer categories and tariffs are defined by area type in the price list (Aravis, Grand-Bornand or Mini Domaine, 4 consecutive hours, 1 consecutive day or several consecutive days, etc.). Customers must request any reduction to which they are entitled and submit the relevant supporting documents when they purchase their pass (before it is printed).

Free passes are granted (excluding holders and insurance) to children under 5 years old subject to providing proof of age. The customer's age will be determined on the day on which the pass is issued (day on which the resort is officially opened for the season pass, id est 12 December 2020); a price reduction according to age category is subject to providing proof of identity.

No claims or refunds are possible after purchase. Customers are responsible for obtaining information on products and tariffs offered and selecting the most beneficial for them. Staff cannot be held liable for the pass-holder's choice.

PAYMENT TERMS

Any pass issue will give rise to payment of the corresponding price. Payments must be made either by cheque drawn on a French bank account, made out to SAEM Les Remontées Mécaniques, or in cash in Euros, or by bank card accepted by the company (Eurocard, Mastercard, Visa) or by ANCV holiday vouchers (for individuals only). Cash payments are not authorized for amounts in excess of 1,000 €.

PROOF OF SALE

Upon issue of any pass, a receipt will be provided stating the nature of the pass, its expiry date and its unique number. The receipt must be retained carefully and presented in support of any request or claim.

PASS INSPECTIONS

Customers must carry their passes when travelling on the lifts, from departure to the arrival point. If a person has no pass, or uses an invalid pass, or does not comply with the regulations displayed at the lift departure, as recorded by an authorized inspector, they must:

⇒ pay a day rate to avoid prosecution.

Such rate is established at five times the day pass full rate as per Articles L342-15, R342-19 and R342-20 of the Tourism Code and Articles 529-3 et seq. of the Code of Criminal Procedure and is reduced to 190 € for SAEM "Les Remontées Mécaniques du Grand-Bornand"

⇒ subject to legal action.

Authorized inspectors may ask to see any supporting documents providing proof of price reductions granted to the Customer for passes at a reduced rate or free of charge. If the offender refuses or is unable to provide proof of their identity, the authorized inspectors will report immediately to a police officer with jurisdiction, who may then order them to present the offender to them without delay.

The authorized inspector may also confiscate the pass immediately, in order to return it to its true owner and/or as evidence. They are authorized by the Court of First Instance to draw up an affidavit for any offence or infringement and to receive fines. The SAEM "Remontées Mécaniques du Grand-Bornand" will not take the administration fee of € 40 for any payment made within 48 hours of the violation being established.

LOST OR STOLEN PASSES

In the event of loss or theft of a pass for 1 day or more, and upon presentation of a receipt or delivery note, a pass will be issued for the remaining time. For this purpose, Customers must complete a "declaration of loss or theft" form (available at all retail outlets) and give it to a sales assistant together with 5 € for a resort pass and 10 € for an Aravis pass, as an administration fee (to stop and cancel the pass). The request will be dealt with at the latest on the day after the completed application has been left at the cashier point. Any pass that is the subject of a declaration of loss or theft will be neutralized and no longer provides access to the pistes. If a pass is cancelled this is definitive and immediate.

WEATHER HAZARDS

SAEM Les Remontées Mécaniques cannot be held responsible for the weather conditions.

Each Customer must find out about the weather and visibility conditions by all the means at their disposal (ticket office advisers and / or display at the ticket offices, website, webcams ...).

Weather conditions can change very quickly.

INTERRUPTIONS IN LIFT OPERATION

Only a total breakdown for more than a half day of all ski lifts in the Grand Bornand resort can give rise to compensation for prejudice suffered by the Customer, upon presentation of their pass and an application for compensation (issued by sales assistants).

The application, duly completed and accompanied by supporting documents must be sent within a maximum of one month after the incident has occurred to SAEM Les Remontées Mécaniques – BP 23 – 74450 LE GRAND BORNAND. Only passes purchased and paid for by their holder directly from SAEM Les Remontées Mécaniques will be the eligible for compensation paid directly by the latter. Compensation may take the following form as the Customer prefers, but they may not make any claims exceeding this fixed compensation:

⇒ either an immediate extension of their pass;

⇒ or a credit in skiing hour(s)/day(s) to be used before the end of the season;

⇒ or a deferred refund calculated as follows:

Fixed price of pass purchased – (Public price of 1-day pass x Number of Days Used).

The partial closure of the ski area for climatic, technical or safety reasons does not entitle to any compensation.

COMPENSATION MODALITIES RELATED TO COVID 19

For any compensation, a request must be sent by the Customer within a maximum of one month after the facts to SAEM - 81 route du Borne - 74450 LE GRAND BORNAND or by email to secretariat@saemlegrandbo.fr

The file must be duly completed and accompanied by required documents. Skipasses must have been acquired and paid for by their holder directly from the SAEM Les Remontées Mécaniques.

SAEM Les Remontées Mécaniques cannot under any circumstances be held responsible for the non-arrival of a Client for a personal reason (such as principle of caution, recommendations not to travel, absence of a EU Digital Covid Certificate if required, illness, ...).

It is the Customer's responsibility to take out adequate insurance against these risks, and in this case he alone bears the responsibility for not using his ski pass. In this case, the Customer cannot claim compensation.

- 4h, one day and multi consecutive day ski passes

Only an official government binding measure preventing the Customer from using his ski pass allows him to be eligible for compensation.

The following are considered binding government measures:

- partial or total lockdown of France, resulting in the closure of ski lifts
- partial or total lockdown of the Customer's country (no way to travel)
- a quarantine imposed by France upon arrival in the country, or a quarantine imposed by the Customer's country upon his return, which does not reasonably allow him to travel.

If the Customer is eligible for compensation, a refund will be made under the following conditions:

- if it is impossible to use his ski pass for the entire period of validity of the pass, the Customer will be fully reimbursed for the amount paid for the ski pass.
- if it is impossible to use his ski pass for part of the validity period of the pass, the Customer will be reimbursed for the unused days.

The amount of the refund will be equal to the difference between the price of the paid ski pass and the price of the pass corresponding to the allowed skied days.

- Season, Grand Bo Lib' & Grand Bo U ski passes

* If the ski area is closed for the entire winter season, GBL, GBU and season ski passes will be fully refunded.

* If the ski area is completely closed for a cumulative period equal to or less than 25 days during the winter season, holders of season, GBL and GBU ski passes will not be able to claim compensation.

* In the event of total closure of the ski area over a cumulative period of more than 25 days (between December 18, 2021 & March 6, 2022), compensation will be granted for the public rate season passes and GBL and GBU subscriptions.

The amount of compensation will be calculated on a prorata basis (taking into account a deductible of 25 days of closure) of the number of days of closure related to COVID-19, and of the seasonal basis (total number of working days between the forecast date of general opening and the estimated date of general closing).

Only the price of the ski pass actually paid by the Customer for the winter season will be used in the calculation (the prices of insurance or other products are therefore excluded from the calculation).

Example:

- 45 days of COVID-related closure, minus the 25-day deductible = 20 days
- Seasonal basis of 129 working days from 12/11/2021 to 04/18/2022
- Premium season pass paid € 424, the amount of compensation will be $424 \times (20/129) = € 65.80$.

Compensation may take the form of a credit, reimbursement or equivalent day ski pass, without the Customer being able to claim any service exceeding this lump sum compensation.

REFUNDS

In the event that the ski passes have not been used or have not been fully used, they will be neither refunded nor exchanged.

INSURANCE – INABILITY TO SKI: ILLNESS / ACCIDENT / OTHER CAUSES

No refunds will be issued for ski passes, due to accidents, sickness or any other personal reasons, whatever the duration of the pass.

Insurance is offered for the resort and may cover some of these risks. Information is available from sales assistants at the ticket offices.

CLAIMS

Any claim must be made within one month of the occurrence of the event giving rise to the said claim, at the following address: SAEM - 81 route du Borne - 74450 LE GRAND BORNAND.

In the absence of a satisfactory response within the above period, the consumer may refer the matter to the Mediator of Tourism and Travel, whose contact details and methods of referral can be obtained by consulting his website: www.mtv.travel. The opinion given by the mediator is not binding on the parties to the contract. In the absence of amicable settlement, the dispute may be brought before the competent courts. In addition, in accordance with Article 14 of Regulation (EU) No 524/2013, the European Commission has set up an Online Dispute Resolution platform, facilitating the independent and out-of-court settlement of online disputes between consumers and professionals from the European Union. This platform is accessible with the following link: <https://webgate.ec.europa.eu/odr/>. In case of dispute, only the French version will prevail.

COMPLIANCE WITH SAFETY REGULATIONS

All Customers must comply with safety rules relating to ski lifts, in particular the regulations displayed at the departure point of the lifts, pictograms supplementing them and any advice given by company staff, subject to penalties. The same goes for compliance with the municipal order on piste safety, and customers are advised to take into account the "Ten Rules for Conduct" for piste users published by the International Ski Federation (FIS). In the event of material or physical prejudice caused by our equipment, Customers must have the prejudice recorded without delay by the staff in charge of the equipment and complete an accident report.

COMPLIANCE WITH MEASURES RELATED TO COVID 19

In the context of health emergency, and to deal with the Covid-19 epidemic, the SAEM "Les Remontées Mécaniques du Grand-Bornand" has put in place special provisions meeting regulatory health requirements, and communicates on hygiene and physical distancing measures, including the obligation to wear a mask in all places where it is mandatory.

Any holder of a ski pass is required to comply with these regulatory requirements and health measures.

As such, the customer has to comply with both written and verbal instructions as well as pictograms supplementing them, which will be transmitted to him and dispensed by the staff of SAEM "Grand-Bornand".

INTELLECTUAL PROPERTY

Brands, models or graphics shown on passes, posters or price lists are registered and any reproduction is strictly prohibited.

PROTECTION AND PROCESSING OF PERSONAL DATA

All information requested by SAEM Les Remontées Mécaniques in order to issue a ski pass is obligatory. If any obligatory information is missing, the pass cannot be issued. Some data (postal address, email, telephone number) may also be requested from the Customer by SAEM Les Remontées Mécaniques to allow, according to the procedures laid down by the "LCEN" Act of 21 June 2004, for marketing proposals and news to be forwarded by the SAEM Remontées Mécaniques du Grand-Bornand.

Concerning individual ski passes, data relating to lift journeys is also collected in order to manage access to lifts and pass inspections. Data is also collected for statistical purposes. Photographs that are obligatory for some passes are stipulated above and are intended only to identify the pass-holder. All of this data is intended only for SAEM Les Remontées Mécaniques.

SAEM "Remontées Mécaniques" uses the Photo Compare software, to secure the customization of 2 days and more ski passes, allowing the holder of the ski pass to be photographed when he passes through the control terminals and to check the ski pass. All photos are automatically deleted from the system at the end of the validity of the ski pass.

In accordance with the Data Protection and Civil Liberties Act, and the General Data Protection Regulation, Customers have a right of access, rectification and opposition, on legitimate grounds, by contacting the company at the following address: SAEM Les Remontées Mécaniques – BP 23 - 74450 LE GRAND BORNAND - Data Processing Manager: SAEM Les Remontées Mécaniques.

It is also possible to make any request concerning the personal data processed by SAEM, either to the address dpo@saemlegrandbo.fr, or by telephone on 04 50 02 78 10.

The purposes of the processing are in particular the following: management of customer and prospect files, ticketing and access control. The data collected will be processed in strict accordance with the laws and will be kept for the time necessary for the purpose of the processing.