

SPECIFIC TERMS AND CONDITIONS FOR THE ONLINE 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 - VAT N° : FR 323 890 22 419.

Insured for professional liability in accordance with provisions of Article L220-1 of Insurance Law, with ALLIANZ I.A.R.D., whose head office is based 1 cours Michelet – CS 30051 – 92076 PARIS La Défense Cedex, through our insurance broker 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".

FOREWORD

The following Specific Terms and Conditions for the online sale of transport passes apply to the entire range of lift passes valid on the ski lifts (hereinafter referred to as "transport passes") sold by the Operator, that allow access to the Avoriaz and/or Portes du Soleil ski area, and sold on the automatic terminals or online on the website www.skipass-avoriaz.com hosted by Eliberty (www.eliberty.fr/) Savoie Technolac – Bat. Andromède – 108, avenue du Lac Léman – BP 30413 – 73290 La Motte-Servolex cedex.

The purchase of a transport pass on our website www.skipass-avoriaz.com implies knowledge and acceptance of the entirety of the Special Conditions of online sale of Transport Tickets on ski lifts (CPVEL), supplemented by the General Conditions of Use (CGU) of Transport Tickets on ski lifts in Avoriaz, as well as by the General Conditions of Sale (CGV).

These are available at our headquarters and at every point of sale of SERMA and are available on the website of the Operator : 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 transport pass available to them, and to select the transport pass best suited to their requirements. The Operator cannot be held responsible for the user's selection.

1 - TRANSPORT PASSES

Transport passes sold by the Operator on the website www.skipass-avoriaz.com, give access to Avoriaz Ski Resort or/and Portes du Soleil ski resort, with or without insurance. Period and conditions described on the website.

Are sold :

- Consecutive days lift passes with a specific validity,
- Season transport passes (one transport pass maximum per person during the current season),
- Consecutive hours transport 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.

- Way tickets (only during summer)
- Multipass (sold only during summer)

All pass for which the duration exceed the shorter duration available is personal and nontransferable.

The pass entitles the User, for the duration of its validity, to unlimited access to the ski lifts that correspond to the pass category.

Information regarding the pass's validity displayed on the hands-free card has no contractual value.

Only the information contained within the pass medium itself is authoritative.

2 - RATES

All retail prices of LIFT PASSES and of « hand free » cards 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.

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 : website).

Ticket prices vary based on the duration and validity dates of the pass, the ski area it covers, and the purchase channel (online or at the ticket office).

differentiate ticket prices. Promotional offers cannot be combined, and the most advantageous offer applies. Promotional codes issued by the operator to access discounts may only be used on the www.skipass-avoriaz.com website. Ticket prices vary based on the duration and validity dates of the pass, the ski area covered, and the purchase channel (online or at the ticket office).

. Les offres promotionnelles ne sont pas cumulables et l'offre la plus avantageuse s'applique. Les codes promotionnels délivrés par l'exploitant pour accéder à des réductions peuvent être utilisés uniquement sur le site www.skipass-avoriaz.com

3 - MODES OF PURCHASE

Online transport pass purchases can only be made through the site www.skipass-avoriaz.com which enables:

- Purchase of a transport pass on a "hands-free card", bought at the same time as the transport pass, and termed a "FIRST TIME PURCHASE"
- Purchase of a transport pass to recharge the client's pre-existing "hands-free card" and termed a "RECHARGE"

When purchasing a transport pass the client must either login to an existing account, or create a new one. The creation of an account enables the customer to record and retain order information for future purchases, as well as allowing subscription to the 'My Club PDS' loyalty program, and access to the benefits and advantages associated with it.

In accordance with the requirements of article 1127-2 of the Civil Code, Clients can check the details of their order and the total amount payable, and correct any errors, before accepting and confirming their purchase.

Confirming an order presumes approval and comprehension of both the description of services, and prices. To finalise an order, the client must accept the general conditions of sale, the special conditions of online sale and the general conditions of use.

An order is considered complete when payment is made by the Client's banking institution, and the necessary supporting documents have been provided (photograph, identity card, etc.).

The recharge can be made until 15 minutes before the beginning of the validity of the pass

The reloading of the pass will take place automatically when the Customer first passes through an automated gate of a ski lift in the relevant ski area.

The order is subject to the reception of a confirmation receipt email sent to the e-mail address provided by the client when ordering, and states:

- The order number,
- Client name and contact details

- Order details (ski-area, period of validity, customer profile, the date of the 1st day of validity)
- Collection point for the ski pass(es) (for FIRST PURCHASES where the pass is not sent directly to the Client's home address)

This order receipt is proof of purchase which must be retained by the Client for the duration of the transport pass - validity on the 'hands free card'. It must be shown in the event of an inspection when using the ski lifts, or any other request for which proof of purchase and ownership may be requested (proof of insurance, loss or theft of the LIFT PASS, etc.)

The ski area and the period of validity of the transport pass are not indicated on the "hands-free card" but they are recorded on the order receipt. Any information relating to the validity of the transport pass upon the 'hands free card' ticket has no contractual value.

Upon an initial purchase, a QR code on this receipt allows the user to collect their ticket from one of the pick-up boxes located in the station or from one of the sales points listed on the website.

4 – « 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/#decouvrir> or <https://www.assurensport.com/conditions-assurances-sport.php>

5 - ONLINE PAYMENT

Orders are paid for by bank card via a virtual card payment terminal, and payment occurs with immediate effect.

Confirmation of the order and the general conditions, as well as the online provision of the payment card number by the Client, constitute proof of the transaction as stated by law n° 2000-230 of March 13, 2000. This confirmation states acceptance of all online-sales operations carried out and outlines the products concerned; it is recommended the Client retains a copy.

Refusal by a banking institution to debit the Customer's bank account will lead to the cancellation of the order.

Secure credit-card payment is made through a merchant back-office electronic payment platform: CYBERPLUS, PAYPAL or AMEX. This service integrates both SSL and SET security standards. Any confidential data transmitted is encrypted and does not pass through the Operator's servers, ensuring complete data confidentiality. Payment can also be made through ANCV Connect.

6. CREDITS FOR SETTLEMENT OF PURCHASES]

Alma's credit service is offered for settling online purchases and processing payments, subject to the customer accepting the installment payment agreement.

This "payment facility" type of credit is available for a maximum term of 3 months and is subject to the following conditions:

- Fees may be charged by Alma.
- Any refusal by Alma to grant the installment payment option may result in the cancellation of the purchase of the securities, unless the buyer agrees to pay the purchase amount in full.
- In the event of termination of the General Terms and Conditions of Sale, the installment payment contract shall be automatically terminated.
- In the event of withdrawal from the installment payment solution used for the transaction, the Specific Terms and Conditions for Installment Payments (CPVEL) shall be automatically terminated—unless the client pays the purchase amount in full via Alma—and the security shall be rendered inactive.

7 - NO RIGHT OF WITHDRAWAL

According to Article L.221-28 of the Consumer Code, the sale of transport passes is not subject to the right of withdrawal stated in Articles L221-18, following the Consumer Code for online and virtual selling. Thus the right of withdrawal does not apply to any transport pass orders placed on the www.skipass-avoriaz.com website.

8 - ORDER MODIFICATION AND CANCELLATION

The order may be modified prior to the pass being used, provided the modification request is made no later than 48 hours before the first day of validity of the pass; this excludes special offers and promotions marked as "non-modifiable, non-refundable." Such modifications are permitted only for an equivalent pass. For passes subject to a promotional offer or specific pricing conditions, modifications are permitted only within the scope of the specific terms of the offer or the specific rate applied at the time of the initial purchase.

9 - DATA PROTECTION

The Operator is bound only by an obligation of means regarding all stages of access to online sales. The Operator shall not be held liable for any inconveniences or damages inherent in the use of the Internet, such as service interruptions, external intrusions, the presence of computer viruses, data loss, or, more generally, any other issue classified as *force majeure*. The Customer acknowledges being aware of the characteristics and limitations of the Internet, particularly its technical performance, response times for viewing, querying, or transferring data, and the risks associated with the security of communications

10 - 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 The ruling of the Ombudsman is not binding to the parties of the contract.

These conditions apply from the July 1, 2026

A AVORIAZ,

Thomas FAUCHEUR - Directeur Général

