

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
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 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".

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.

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.

These Terms and Conditions are supplemented by the Terms and Conditions of the use of lift passes on the ski lifts of Avoriaz, which are both available at our headquarters, at each departure points of Cable cars, and at each sales points. There are supplemented by specific Terms and Conditions for the online sale of lift passes available at the head office and 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 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.

1 – TRANSPORT PASSES

Description

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

- At each Avoriaz sales points,
- On purchase/recharging terminals available in some Avoriaz sales points,
- Regarding the lift passes sold on line 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 transport passes (one transport pass maximum per person during the current season),
- Points cards, points are counted down prior to the ski lift used. Points are only available the current winter 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)
- Undated lift passes, only available during the ongoing season, During their validity, passes give access to unlimited use of ski lifts open, within the boundaries set by the category of the pass.
- Multipass (sold only during summer)

All lift 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.

Users of passes valid for consecutive hours or days must realised their first pass to the gate in the country where the pass was purchased—regardless of the sales channel used—to activate it; otherwise a surcharge will have to be paid by the User to activate the pass.

2 - HAND FREE CARD

The lift pass is loaded exclusively on a chip hand free card which can be uploaded named « hand free card » triggers the opening of the ski lifts entrance gate.

This support is called "hands-free". All titles must be loaded on a "hands-free" medium charged the current rate to the user.

These supports are not refundable but are reusable with a lifespan of 2 years.

The User must be able to present his transport passes 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.

3 – RATES

All retail prices of transport 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.

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 the time of the purchase 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).

In all cases, the customer's age is determined based on the start date of the pass's validity, except for the "Season" pass, for which the customer's year of birth serves as the reference.

4 – 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.

5 – 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 transport pass reissues or recharges, unless opposed by the user (see PROTECTION OF PERSONAL DATE below)

6 – « 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 transport pass. The Operator is only seller of the insurance and the contract is between the Consumer and the Insurance Company.

Société d'Exploitation des Remontées Mécaniques de Morzine Avoriaz

Direction Générale : 74110 AVORIAZ - Tél. : 04.50.74.02.15. - Fax : 04.50.74.01.45. – E.Mail : serma@serma-avoriaz.com

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

RCS Thonon-les-Bains B 389 022 419 (92 B 400) - Code APE 602 C

✓ 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>

7 – 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, by ANCV Connect or by mobile phone.

8 – PROOF OF SALE

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

9 – LOSS OR THEFT

Transport pass that are found are taken to the Reception located 98 Place Jean Vuarnet, 74110 AVORIAZ.

Transport pass that have been lost or misplaced can be replaced (please refer to CGU/Article 6).

10– DISRUPTION OF SKI LIFT SERVICE

SERMA does not guarantee the operation of all the ski lifts in the Portes du Soleil area, nor the possibility to use 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 80 % of the ski lifts to which the transport pass gives access, for a duration of at least one half day 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 transport pass, credit note (valid during 3 years from its creation), or refund at a later date upon presentation of supporting documents within 2 months from date of the damage suffered by the User. This does not apply to periods during which special pricing for partial opening is offered (start and end of the season, bad weather conditions, etc.). The Customer acknowledges having been informed of this prior to purchase. Consequently, no minimum opening requirement may be demanded, nor shall any compensation be payable, during these periods.

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 transport 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 transport 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 help to fill the online form.

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

11 - SECURITY

For their own safety, the user is invited to read and respect the safety regulations in the CGU of SERMA (Article 11).

12 - 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.

Membership with MTV is taken out by the French Ski Areas Association (DSF) to which subscribes la SERMA, The professional named in the referral to the Tourism and Travel Ombudsman will be DSF, not SERMA.

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

13 - DATA PROTECTION

All information required by the Operator, in order to issue a transport pass is obligatory. If all or some information is missing, the transport 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 rgpd@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)

14 – SPECIFIC REFUND CONDITIONS

In the case of a total closure of the Portes du Soleil resort by Public Authorities due to the pandemic, for longer than 15 days, all passes that allow access to the resort of Avoriaz and the Portes du Soleil are entitled to a credit not a refund :

- For 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.

15. TRANSLATION – PRACTICAL APPLICATION OF LAW – CLAIM PROCEDURE

The Current Term and Conditions have been constituted 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 2026-09-16

A AVORIAZ,

Thomas FAUCHEUR - Directeur Général

