

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 2020 to 16 April 2021.

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 2020//2021 are as follows: adults 31 €, juniors 25 €, small children 23 €, seniors 30 €, veterans 15.50 €.

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

Promotional offers cannot be combined with any other reduction or promotion

PASS CARDS

Passes are issued on a hands-free medium referred to as Ski'carte 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 Ski'carte 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, i.e. 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. 4-hour and 1-day passes will not be replaced.

INTERRUPTIONS IN LIFT OPERATION

Multi consecutive day skipasses

Only a comprehensive breakdown for more than a half day of all ski lifts in the Grand Bornand resort will 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).

Season skipass

"Season" validity passes are sold for guaranteed opening of the ski area of at least 72 days.

A smaller opening of the ski area may give rise to compensation for the damage suffered by the Customer on presentation of his ski pass and the establishment of a compensation request form issued by the sales advisers

The duly completed file and documents must be sent within a maximum period of one month after the incident to SAEM Les Remontées Mécaniques - BP 23 - 74450 LE GRAND BORNAND. Only tickets that have been acquired and paid for by their holder directly with SAEM Les Remontées Mécaniques may give rise to direct compensation. This one can take the following forms at the Customer's choice, without the Customer being able to claim any service exceeding this compensation :

- a credit note determined in proportion to the consumption made for all the products of the same category over the opening period noted with reference to the last complete season. Credit is valid for the following 2 seasons and can take the form of free day passes.

- or a deferred reimbursement calculated as follows:

skipass purchased price - (The reference rate "season consumption" x Number of opening days).The "season consumption" reference price" is determined as follows:

"Le Grand Bornand" product : 50% of the public price of the 4-hour skipass, "season" period.

"Aravis" product: 50% of the average 4-hour ski pass prices for each site, all periods taken into account.

REFUNDS

If passes issued have not been used or have not been used in full, they will be neither refunded nor exchanged.

SICKNESS/ACCIDENTS/SKIING IMPOSSIBLE

No refunds will be issued for 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. (Aravis Sécurité) - Information is available from sales assistants.

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 a declaration of accident.

COMPLIANCE WITH HEALTH MEASURES RELATED TO COVID 19

In the context of the state 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 known as "barriers", including the obligation to wear a mask in closed vehicles.

Any holder of a transport ticket 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 sent to him and dispensed by the staff 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 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 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 skipasses, allowing the holder of the skipass to be photographed when he passes through the control terminals and to check the skipass. All photos are automatically deleted from the system at the end of the validity of the skipass.

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.

The Direction