

OVERVIEW

The purchase of a "Grand Bo Lib" pass implies knowledge and acceptance by the person referred to hereinafter as the "Customer" of these General Terms and Conditions of Purchase. Acceptance hereof is deemed to form a contract between the Customer and SAEM Les Remontées Mécaniques du Grand-Bornand. If any provision were to be absent, that point would be considered to be governed by common practice in force for distance selling for companies with their registered office in France.

These conditions supplement the "General Terms and Conditions of Sale and Use" and the "Special Terms and Conditions for Online Sales" of packages placed online and/or displayed in retail outlets.

Contractual information is presented in French.

TERMS OF PURCHASE

"Grand Bo Lib" gives the Customer direct and unlimited access throughout the winter season to the Domaine Skiable du Grand Bornand at a special tariff.

Purchases are made via the website www.ski.legrandbornand.com and a personal Ski'Carte card gives Customers direct access to the pistes on the days and at the times they are open.

Online orders must be completed (payment, photographs and supporting documents provided where applicable) via the website www.ski.legrandbornand.com, at the latest eight days before the first day of validity of the pass (15 days for countries outside France and French overseas territories).

Customers can consult their account to check their usage, and to change their personal data and bank details directly online at www.ski-legrandbornand.com.

Whenever membership is taken out, it runs until 15 november of the current season.

"Grand Bo Lib" is to be used by named individuals, is strictly personal and may not be transferred. Any use by a third party constitutes fraud and will give rise to immediate confiscation of the Ski'Carte "Grand Bo Lib", and its cancellation, as well as the payment of a fine, in accordance with the General Terms and Conditions of Sale and Use.

ISSUE OF GRAND BO LIB' PASSES

Except in the event of force majeure, SAEM Les Remontées Mécaniques undertakes to deliver passes by post at the latest eight days (15 days for other countries for countries outside France and French overseas territories) before the first day of validity of the pass, postmark being proof thereof.

SAEM Les Remontées Mécaniques may not under any circumstances be held liable in the event of disruption, or partial or total strikes of postal services or carriers.

TARIFFS

The purchase of "Grand Bo Lib" implies that a subscription has been taken out; for the season 2020/2021, it is set at 37 €, a price which includes a Ski'carte with hands-free holder.

In addition to direct access to Grand Bornand pistes, "Grand Bo Lib" entitles Customers to the preferential tariffs shown in the table below.

	In a period of 7 consecutive days From the start of the season until 28 March 2021		
	1st skiing day of the period	thereafter during the period	
2020/2021	Day/4 hours	day	"4 hours"
Adult	28,50 €	30,60 €	28,60 €
Child under 15	24,20 €	27,60 €	24,30 €

	In a period of 7 consecutive days From 29 March 2021 - "Ski de printemps"		
	1st skiing day of the period	thereafter during the period	
2020/2021	Day/4 hours	day	"4 hours"
Adult	24,50/22,50 €	27,50 €	24,50 €
Child under 15	21,00 €/19,00 €	23,00 €	20,50 €
Child under 8	FREE	FREE	FREE

This pricing scheme is renewed automatically after 7 business days as from the 1st day of skiing, under the same conditions.

Customers are informed that passing the first bollard will give rise to billing either of the "4-hour" tariff if they make their last return journey within 4 hours of the first, or of one full day's skiing after that time, however long they have spent there and irrespective of how many lift journeys have been made.

Prices are shown in euros, include taxes according to the VAT rate in force, and cannot be combined with others offers.

LOYALTY SCHEME

A loyalty day pass is FREE for those holding a Grand-Bo Lib' pass, on the 11th, 16th and 21st day of skiing - i.e. every 5th day thereafter.

The amount will be equal to 0 € on the customer's account.

During "happy days", the customer benefits from special pricing: Saturday January 30, 2021 : single price at € 22.50 - Sunday March 7, 2021: € 24.50 for an adult and € 22.50 for a child skipass.

SPONSORSHIP OFFER

For the godson: subscription of 27 € instead of 37 €

For the sponsor: a credit of 28.50 € on his first bill, as soon as his godson has been billed for a first day pass.

A sponsor can only sponsor one godson.

HOW TO RE-SUBSCRIBE TO GRAND BO LIB

Customers that have subscribed to "Grand-Bo Lib" in the previous winter season are eligible for a preferential re-subscription price of 27 € for the season 2020/2021 which will be deducted by direct debit by 15 November preceding the coming season.

The 2020/2021 skicard is the same as the previous season's 2019/2020 skicard

General Terms and Conditions of Purchase 2020/2021 "Grand-Bo Lib"

PAYMENT TERMS

Services associated with membership and use of "Grand Bo Lib" must be paid by direct debit from the Customer's bank card.

When subscribing to "Grand Bo Lib", Customers must communicate, via a secure payment site, the number and expiry date of their bank card, thereby authorizing SAEM Les Remontées Mécaniques du Grand-Bornand to take payments for the subscription and use of "Grand Bo Lib" by direct debit from their bank card.

After the season has ended, said authorization is automatically renewed for following seasons and the amount of the new subscription will be deducted at the tariff in force, except where the Customer expresses a wish to the contrary. It is hereby expressly stated that the Customer undertakes not to use any pre-paid bank card for the subscription.

You are reminded that at any time SAEM Les Remontées Mécaniques du Grand-Bornand is only aware of the numbers that the Customer has to provide: SAEM Les Remontées Mécaniques du Grand-Bornand is simply informed by the banking institution of the acceptance or refusal of the transaction.

Invoicing and payment of days skied is carried out on a weekly basis.

Each week, SAEM Les Remontées Mécaniques du Grand-Bornand sends the Customer, by email, details of the days skied during the previous day and the amount that is deducted from his bank card.

The forwarding of the daily statement is not equivalent to full and final settlement: any day used that might be omitted will be billed at a later date.

The billing periods can be modified by the SAEM of Le Grand-Bornand without notification.

REJECTED DIRECT DEBIT

If the Customer's direct debit is rejected by their bank for any reason whatsoever (stopped, lack of funds, etc.) this will lead to the Customer's pass being blocked and they will not have access to the pistes until their account is paid in full. Customers will be informed of this decision by email or by post, giving notice to pay the duty amount. In the absence of payment within 15 days of the formal notice, the account is declared closed as of right and without further notice.

MANAGING YOUR ACCOUNT

When Customers subscribe to "Grand Bo Lib", they create an account and define a username and password. This allows them to access their account and manage their personal data at any time via the website www.ski.legrandbornand.com.

The Customer undertakes expressly to amend their postal address, email, telephone number and bank details as quickly as possible so as to be in compliance with the undertakings of this scheme at all times.

LOSS OR THEFT OF THE PASS

As stipulated in the General Terms and Conditions of Sale and Use, in the event of loss or theft, the Ski'Carte "Grand Bo Lib" may be replaced. Skiing days used before such loss or theft is declared (including the day on which the declaration is made) must be paid by the Customer. Customers must send a "declaration of loss or theft" form together with an identification document, an ID photograph and the sum of 10 € (fee for cancelling the pass and issuing a new one) to Service Ventes, Bureaux de la SAEM Les Remontées Mécaniques, 81 route du Borne, 74450 Le Grand Bornand.

If the card is not presented for theft or forgetting, SAEM Remontées Mécaniques cannot be held liable for subsequent reimbursement, even partial, of the purchase of other tickets made by the customer. In addition, these tickets purchased at the cash desk cannot be deferred in the retention of ski consumption.

DEFECTIVE CARDS

If the Ski'Carte "Grand Bo Lib" is defective, SAEM Les Remontées Mécaniques du Grand-Bornand will replace it as quickly as possible. No compensation will be due by the latter in the event of it being unusable.

It is hereby stated that if the malfunction is attributable to the Customer, the sum of 10 € (fee for cancelling and replacing the Ski'Carte) must be paid by the Customer.

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.

PROTECTION OF PERSONAL DATA

All bank details requested from the Customer when placing their order are protected by 128-bit SSL-certified encryption. Processing of personal data relating to sales on this website has been duly declared to CNIL No.1340045. Information that Customers communicate on the website enables SAEM Les Remontées Mécaniques du Grand-Bornand to process and complete orders placed via the website.

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 Article 32 of Data Protection and Civil Liberties Act and with General Data Protection Regulation, the company informs Customers of the uses that may be made of such data, in particular to send them marketing proposals and news by Le Grand- Bornand Tourisme or SAEM Remontées Mécaniques.

DATA STORAGE

Back-up of orders is carried out by the Sales Department at SAEM Les Remontées Mécaniques du Grand-Bornand in accordance with Article L134-2 of the Consumer Code. In this respect, Customers may access their order by sending a written request to said Department at the aforementioned address.

**The Director,
Monsieur Renaud LOBRY.**