



SKI LIFTS



GENERAL TERMS AND CONDITIONS OF INDIVIDUAL SALES AND USE 2022 / 2023

Legal information about the operator named “the Company” hereafter:

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Website www.skipass-chatel.com hosted by E-LIBERTY SERVICES SAS

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I. TRANSPORT CLAUSES

- I.1. The Châtel ski lift company guarantees customers holding a valid ticket unlimited circulation of the ski lifts installations corresponding to the category and duration of validity of their tickets.
- I.2. Lift passes are non-assignable and non-transferable unless they are bearers and if no reduction was applied.
- I.3. In the event of a skiing accident or for any other personal cause preventing the customer from using the ski lifts, partially used tickets shall not be reimbursed by the Company. Insurance covering this risk is on sale at ticket counters and on the Company's online sales website.
- I.4. The Châtel ski lift company cannot be held responsible for fortuitous events, due to any person foreign to the organization and the delivery of the service or for any reason attributable to the buyer, the beneficiary or to the partner. The obligations contained in the terms of these General Conditions of Sale will therefore not be applicable or will be automatically suspended and without compensation.
- I.5. So-called "hands-free" access to the installations does not in any way exempt users from having to present their ticket for inspection at any time and at the request of the Company's inspection staff.
- I.6. The absence of a ticket or the use of an irregular or counterfeit ticket shall result in the immediate expulsion of the customer from the ski area.
- I.7. Customers are responsible for their own safety and must ensure that there are no straps, strings or fastening cords hanging from their clothing and/or luggage, backpack, etc. that may become trapped or caught by the moving mechanical parts of the ski lift machinery they are using. The customers must respect the regulations displayed at the beginning of the ski lifts. It is the same of the respect of the local by-law relating to the security on the slopes.
- I.8. Customers are deemed to be tacitly in compliance with the contract of transport of people on Châtel's ski lift installations (general terms and conditions of sale), a copy of which is available for consultation at every sales outlet and can be downloaded from the website <http://www.chatel.com>.
- I.9. The contract of the transport of people is made up of all of the transport clauses, of all of the pricing rules and the instructions published by the ski lift company.

I2.0. Translation – Applicable law and Regulation of Litigations

This contract is subjected to the French right. Consequently and in the event of difficulty of interpretation or application of any of the provisions of the general terms, it will be advisable to refer expressly and exclusively to the French version. In the absence of satisfactory answer to a claim deposited with the counters or by mail with the company at this address:

“Saem Sports and Tourisme – 281 route de Thonon – 74390 CHATEL”.

The Customer are informed of possibility of resorting to a procedure of mediation near the Mediator of Tourism and Trip (MTV Médiation Tourisme Voyage, BP 80,303 - 75 823 Paris Cedex 17) according to the methods laid down on the website www.mtv.travel, and within maximum one (1) year as from the written claim formulated near the Owner.

In the absence of amicable settlement, the litigation will be carried in front of the courts of competent jurisdiction.

I.2.0. COMPLIANCE WITH SANITARY MEASURES AND RULES - SPECIAL PROVISIONS

As part of the state of health emergency (and possible subsequent measures) to deal with the Covid-19 epidemic, the company has put in place special provisions meeting regulatory health requirements and communicates on the measures to hygiene and social distancing known as "barriers".

The user is required to comply with these regulatory requirements and sanitary measures.

Any customer is required to comply with these regulatory requirements and sanitary measures. As such, the customer undertakes to respect the instructions, both written and verbal, if applicable (and the pictograms supplementing them if necessary) which will be sent to him and provided by the company and by its staff, upstream as well as during the course. its presence on site and the performance of the service.

II. LIFT PASSES

PRICES:

Prices of ski passes are in Euros all taxes included with the VAT rate applied on the purchase date subject to change during the season if there are changes in the French financial law.

In case of events in the ski area, the company reserves the right to change the rate of the pedestrian ticket. The rates are calculated according to the categories of people and the degressivity on the basis of the full adult day rate, rounded up to the 50 cents higher. Differentiation between the cash rate at the counters and the online sales price of the Portes du Soleil ski-passes (individuals and groups).

A lift pass comprises a *card* on which a *ticket* is saved electronically.

WE ADVISE ONLINE SALES TO BENEFIT FROM OUR BEST PRICES (THE PRICES ON THE SITE WWW.SKIPASS-CHATEL.COM ARE LOWER THAN THOSE APPLIED TO THE SKI LIFT TICKET OFFICES)

II.1. IDENTIFICATION OF TICKETS

Tickets are identified by the internet or wtp number.

Tickets valid for 8 days or longer must be identified by a recent photograph of the holder, which will be registered in the computer system of control of ski-passes.

II.2. TICKETS

These can be:

✓ **Nominative:** Season and partial season pass on which the user is identified in full: last name, first name, address and photograph ((the photo will be kept by the Operator in its computer ticketing system to facilitate any reloadings or reissues of the Pass, unless opposed by the customer): season lift passes and partial season lift passes

The automated processing of nominative information was established in order to create a ticket database and consumption-tracking database. The Company is responsible for the automated processing;

In accordance with the French data protection law (the Loi Informatique et Libertés) of 6th January 1978, persons concerned by the automated processing of nominative information have the right to object to, access, modify, correct and delete data concerning them.

✓ **Personal:** Tickets on which the user is partially identified (photograph with no identity or address): lift passes valid for 8 to 15 days and Super Seniors.

✓ **Bearer:** Tickets from which user identification is completely absent.
hourly lift passes, lift passes valid for 1 to 7 days, and single-trip tickets.

II.3. THE DIFFERENT CARDS

Tickets for lift passes valid for less than 4 days can be programmed on "Hands-Free"-single use type cards or alternatively on "Hands-Free"- rewritable type cards subject to the payment of a supplement of three euros.

Lift passes valid for 3 or more days are published on a "Hands-Free"- rewritable type cards subject to the payment of a supplement of three euros.

Return tickets and points cards are issued on "Hands-Free"-single use type cards provided free of charge by the Company. These tickets are time-specific and cannot be used simultaneously by several users.

II.3.a. "Hands-Free"- rewritable type cards

This system allows the customer the immediate convenience of not having to insert their ticket at the lift gates since the information is read remotely.

These cards are reusable and can be used to recharge the ski passes on the website: skipass-chatel.com and are not compatible with the online loyalty system.

II.3.b. "Hands-Free"-single use type cards

This system allows the customer the same comfort of not having to introduce their ticket at lift gates since the information is read remotely. But its less rigid constitution increases the risks of deterioration. This type of card cannot be recharged through the website, and they are not compatible with the online loyalty system. In concern for the environment, recycling boxes are available on all the ticket counters and throughout the various places of the resort.

II.4. LOYALTY SYSTEM

To join the loyalty system "My Club Portes du Soleil" and get information, you simply need to have a rewritable free hand card available at the counters for 3 euros and log on to the website: <http://en.portesdusoleil.com/prices/my-club-portes-du-soleil> and register within 14 days of your purchase.

II.5. SKI AS YOU PLEASE

The "Hands-Free" operating system makes it possible to offer users tailored ski options such as:

II.5.a. in the "Châtel Liberté" ski area

Time-specific options over 7 days (valid throughout 7 days):

- ✓ 5 non-consecutive days (throughout 7 days)
- ✓ 6 non-consecutive incomplete days with 5 hours skiing per day (throughout 7 days)
- ✓ 4 non-consecutive days (only for children's groups 'stays throughout 7 days)

II.5.b. in the "Portes du Soleil" ski area

Time-specific options for the winter season (valid throughout the winter season):

- ✓ 5 non-consecutive days

These tickets must be used before the end of the current 7 days, or of the current season (according to the chosen formula). If this is not the case, no reimbursement will be payable.

III. INSURANCE

Since personal insurance policies do not necessarily cover all of the risks incurred while skiing, two appropriate insurance products are offered to customers:

III.1. DAY INSURANCE - SNOW RISK

Snow Risk day insurance is taken out nominatively. It is available for duration of 1 day to 21 days maximum.

It is generally bought at the time of purchase of the ski lift passes. In this case, the duration of the insurance must be identical to that of the ski lift pass.

In the case that an insurance policy is bought during the period of validity of a ski lift pass, the end of validity of both the lift pass and the insurance must be the same.

Note that the date stated on the ticket receipt refers to the current season and the date when the insurance was purchased.

The proof of purchase does not state the number of days of insurance taken out but refers to the current season and to the date on which the insurance was purchased.

The insurance is determined by the date of purchase of the insurance and by the duration of the insurance, with the exception of insurance bought online with the purchase of lift passes or by order form before the start of the season.

More information: www.snowrisk.fr or at the ticket counters.

III.2. ANNUAL INSURANCE – « ASSURENSPORT » PORTES DU SOLEIL

Assurancesport insurance is valid for one year.

It can be taken out individually or for a family of at least 4 people.

More information: www.assurancesport.com or at the ticket counters.

Snowrisk and Assurancesport insurances guarantee exemption from administrative fees of € 50 invoiced for any ski patroller intervention.

IV. RIGHT OF WITHDRAWAL

Customers purchasing lift passes valid for 3 or more days have 24 hours in which to check that the tickets issued by the sales assistants are correct.

During this period they can change their mind about their initial choice of lift passes made when purchasing the tickets. They are permitted either to change the type of lift passes chosen (Châtel Liberté or Portes du Soleil) or to extend the duration of the lift passes.

Once the withdrawal deadline of 24 hours has elapsed, no changes to lift passes are permitted.

V. DUPLICATING SKI PASS

V.1. LOST, STOLEN OR DESTROYED TICKETS

Duplicate tickets can be issued only if the operator is able to block the use of the lost, stolen or destroyed ticket. The holder must quote the ticket number, which is shown on the ticket receipt or on the online confirmation of sale.

Any customer to whom a duplicate lift pass is issued must settle the amount payable for the "hands-free" card on which the lift pass will be programmed. The lost or stolen tickets' bonus points are definitively lost.

V.2. FORGOTTEN TICKETS

Forgotten tickets shall not be replaced. Skiers without a ticket who have left their ticket at their residence must pay the cost of the day of skiing they consume.

The cost of the additional lift pass purchased shall be reimbursed on presentation of the two tickets and of an identity card once it has been established by appropriate reading of the card that the forgotten lift pass has not been used.

VI. TOTAL OR PARTIAL REIMBURSEMENT OF TICKETS

In the event that a ski-pass has not been used or partially used (illness, accident or any other personal cause to the customer), it shall not be reimbursed or exchanged, unless otherwise provided by article 7 as follows.

It may be possible to cover this type of risk with specific insurance policies also covering rescue expenses in case of accident on the ski trails or lifts. Any information to this effect is to be requested from the point of sale.

Points cards and tickets for non-consecutive days must be used up **during the current season**. After this time they cannot be used, and no reimbursement or deferral of validity can be made.

VI.1.a. Skiers holding Snow Risk insurance or Assurensport insurance.

The cover of these skiing-specific insurance policies provides for compensation to be paid by the insurance policy and under no circumstances by the Company for days when the lift pass is not used, on presentation of a medical certificate.

See details of the insurance cover (information provided by the insurer available at all ticket counters) and on www.snowrisk.fr or www.assurensport.com

VI.1.b. Skiers not holding Snow Risk insurance or Assurensport insurance.

Only commercial compensation may be possible, subject to assessment of the situation by the general management.

Any compensation is then granted shall be in the form of a credit to be used on the online sales site www.skipass-chatel.com, and the amount of which is equivalent to a quarter of the ski days lost.

The members of the family shall not be entitled to compensation.

The ceasing of skiing in the absence of an event of "force majeure" simply due to personal reasons shall not be compensated. It shall not result in any entitlement to total or partial reimbursement of the lift pass.

VII. CLOSURE / STOPPING OF SKI LIFTS

Arrangements implemented by the Company shall be made only in the case of the closure of a **significant number** of ski lifts and ski trails and in the event of force majeure (a cut in the power supply, exceptional weather conditions, etc.).

VII.1. CESSATION OF SALE

No ticket valid for more than 1 day will be sold.

VII.2. REDUCTION OF PRICES

The price of day tickets shall be reduced in line with the proportion of traffic affected:

% Of installations affected for the day	% Reduction in prices
Between 35% and 59%	20 %
Between 60% and 70%	30 %
More than 70%	40 %

VII.3. COMPENSATION IN THE EVENT OF REDUCED PRICES FOR PARTIAL CLOSING

Customers in possession of a ticket obtained **before** the interruption of operation of the ski lifts and ski pistes may be offered compensation for the prejudice suffered, depending on the number of days of closure and on the type of ticket.

They shall be granted:

- either an immediate extension in duration
- or a credit note, in duration, to be used either before the end of the current season or during the following season
- or deferred reimbursement equal to the difference between the price paid by the user and the number of days used, multiplied by the daily price in force.

The degressivity (proportionately cheaper price for a longer duration) of lift passes covers its potential non-consumption.

Only Passes having been purchased and paid for directly by the Customer to the Operator can be compensated

VII.4. CONNECTION FOR THE PORTES DU SOLEIL

When the connection for the resort of Avoriaz is interrupted for a duration that exceeds 50.00% of the period of validity of the ticket, the proportion of the lift pass price that exceeds the price of a lift pass for the Châtel Liberté ski area for the same duration shall be reimbursed.

VII.5. EVACUATION FROM SKI LIFT

In the event of the evacuation people transported on an out-of-service ski lift, passengers holding one-day or half-day passes shall be compensated with a one-day or half-day pass, following verification (see compensation table). Passengers holding tickets valid for more than 1 day shall not receive compensation.

VII.6. FORCE MAJEURE - 2022/2023 SEASON PASSES - COMPENSATION CONDITIONS.

By force majeure is meant any unforeseeable, irresistible and external event, independent of the will of the parties, such as those usually retained by the jurisprudence of French courts and tribunals, and, in particular, without this list being exhaustive, administrative closure related to a pandemic, government or legal restrictions, legal or regulatory changes preventing the parties from continuing their activities, telecommunications blockages.

In the event that all ski lifts are interrupted due to a case of force majeure resulting in suspension of the contract for more than 15 consecutive days, the 2022/2023 winter season passes will be subject to:

- Either a credit (on the customer's account on www.skipass-chatel.com), corresponding to the number of closed weeks multiplied by the price of the Season pass reduced to the number of opening weeks initially planned deducted from a waiting day at the base rate in force,

- or a postponement for the following season.

Any request for compensation must be sent by email to ski@chatel.com or by letter to SAEM Sports et Tourisme - 281 route de Thonon – 74390 CHATEL within 30 days of the end of the ticket's validity. Beyond this period, requests will not be processed.

Lift pass compensation rules in the event of the interruption of operation of ski lifts because of storms

1 day of interruption

lift pass purchased	reimbursement of	voucher for
2 days		1 day
3 days		1 day
4 days		0.5 day
5 days		0.5 day
6 days		loss covered by degressivity
7 days		loss covered by degressivity
8 days		loss covered by degressivity

2 days of interruption

lift pass purchased	reimbursement of	voucher for
2 days	2 days	
3 days		2 days
4 days		1.5 days
5 days		1 day
6 days		0.5 day
7 days		0.5 day
8 days		0.5 day

3 days of interruption

lift pass purchased	reimbursement of	voucher for
2 days	2 days	
3 days	3 days	
4 days		2.5 days
5 days		2 days
6 days		1.5 days
7 days		1.5 days
8 days		1 day

4 days of interruption

lift pass purchased	reimbursement of	voucher for
2 days	2 days	
3 days	3 days	
4 days	4 days	
5 days		3 days
6 days		2.5 days
7 days		2 days
8 days		1.5 days

VIII. PRICE REDUCTIONS RELATED TO CUSTOMER AGE

Obtaining free or age-related price reduction implies the mandatory presentation of proof of identity (identity card, passport...)

VIII.1.a. All duration ski-pass except season ski pass, the age of users shall be deemed to be that on the date of the first day of validity of the lift pass purchased, without exception, according to the table below:

- Young children* ⁽¹⁾ :	Under 5 years old
- Children:	5 to 15 years old
- Young adults:	16 to 25 years old
- Adults:	26 to 64 years old
- Seniors:	65 to 74 years old
- Super Seniors* ⁽²⁾ :	75 years old and older

VIII.1.B PRICES RELATED TO AGE OF CUSTOMER

Châtel Liberté lift pass:

- Young children* ⁽¹⁾ :	Free
- Children:	25.00% off the Adult price
- Young adults:	10.00 % off the Adult price
- Adults:	<i>Normal price</i>
- Seniors:	10.00 % off the Adult price
- Super Seniors* ⁽²⁾ :	€3.00 or free if Hands-Free card supplied by customer for 1 to 6 days lift pass and special price for season lift pass: €175.

Portes du Soleil lift pass:

- Young children* ⁽¹⁾ :	Free
- Children:	25.00% off the Adult price
- Young adults:	10.00 % off the Adult price
- Adults:	<i>Normal price</i>
- Seniors:	10.00 % off the Adult price
- Super Seniors* ⁽³⁾ :	Special price for 1-day lift pass: €23 And for season lift pass: €230.

*⁽¹⁾ Free transport on the ski lift installations on condition that they are accompanied by at least one adult in possession of a valid lift pass. They must get a free ticket, delivered at the cash desks.

*⁽²⁾ transport on the ski lift installations regardless of the period of validity of the lift pass except season pass. Personal lift pass (photograph compulsory).

In order to benefit from the price reduction related to age proof of identity is required (identity cards, passport, etc).

VIII.2. FORFAITS SAISON, the age of the user is assessed according to the calendar year of birth and upon presentation of a proof, according to the table below:

- Free Kid – 5 years old: (born from 2018)
- Kid: between 5 and 15 years old (born between 2007 and 2017)
- Young: between 16 à 25 years old (born between 1997 and 2006)
- Adult: between 26 and 64 years old (born between 1958 and 1996)
- Senior: between 65 and 74 years old (born between 1948 and 1957)
- Super Senior: from 75 years old (required photo from 2 days) : (born before 1948)

IX. PRICE REDUCTIONS RELATED TO TYPE OF CUSTOMER

Reductions in price related to type of customer cannot be accumulated.

IX.1. FAMILY SEASON LIFT PASS

IX.1.a. Families in the Châtel Liberté ski area

Families are entitled to a reduction of **10% on the individual public price** (excepted on reduced prices) **of the Liberty area pass only**, regardless of the period of validity of the lift pass.

The "Families" price is granted for the 5 hours, 1 day, 2 days and 3 days ski-passes on sale only at the counters in accordance with the following criteria:

- Minimum 4 ski lift passes,
- Of the same period of validity,
- issued at the same time (in one payment transaction),
- For use by members of the same family comprising of at least 2 children or teenagers and at most 2 adults (parents / children - grandparents / grandchildren, stepparent families, etc.).

IX.1.b. Families in the Portes du Soleil ski area

✓ Families are entitled to a reduction of 10% on the individual public price (except on reduced prices)

The **Portes du Soleil** "Families" price is granted for the 5 hours, 1 day, 2 days and 3 days ski-passes on sale only at the counters and in accordance with the following criteria:

- Minimum 4 ski lift passes, 2 generations to the maximum
- of the same period of validity,
- issued at the same time (in one payment transaction),
- for use by members of the same family, comprising among which 2 adults / seniors maximum.

IX.1.c The Tribes on the Portes du Soleil area and Liberté area

Discount of 10% on the purchase of 4 ski passes minimum, same duration and same validity (4 days minimum) - Without obligation of kinship or age restriction. One payment for the transaction, on sale at the counters and online: www.skipass-chatel.com

IX.2. GROUPS

Groups are entitled to a reduction on the individual public price (except season lift passes) of the Châtel Liberté and Portes du Soleil lift passes (only online); discounts are dependent on the number of people making up the group:

IX.2.a. Reductions

✓ Reductions valid in the Châtel Liberté and Portes du Soleil ski areas:

- Group comprising a minimum of 13 persons to a maximum of 49 persons: 10 %
- Group comprising a minimum of 50 persons to a maximum of 99 persons: 15 %
- Group comprising a minimum of 100 persons to a maximum of 199 persons: 20%

✓ Reduction valid in the Châtel Liberté ski area:

- Group comprising more than 200 persons: 25 %

✓ Reduction valid in the Portes du Soleil ski area:

- Group comprising more than 200 persons: 20%

IX.2.b. Conditions for obtaining the "Groups" price.

zuA group is a homogeneous and structured pre-composed collection of participants constituted in an ad hoc manner with the common purpose of undertaking a journey, holiday or excursion.

It must be represented by a single leader mandated by the other members of the group.

It must comprise at least 13 persons purchasing lift passes of the same duration and the same validity.

Supporting documentation related to the age of the users must be provided (list of participants stating the last name, first name and date of birth for each participant).

Only one payment shall be accepted for the service as a whole.

IX.2.c. Other benefits related to the "Groups" price.

- "Châtel Liberté Groups" lift pass: One free pass granted for every 20 lift passes purchased
- "Portes du Soleil Groups" lift pass: One free pass granted for every 30 lift passes purchased

X. SPECIFIC BENEFITS FOR CERTAIN TYPES OF CUSTOMER

Certain types of customers are entitled to specific benefits.

The benefits granted are exclusive of all others.

Where they are fixed as a percentage, the benefits are applied based on the full public prices.

X.1. DISABLED SKIERS

Disabled skiers are entitled to the following price benefits:

Disabled non-skiers are not entitled to special benefits.

X.1.a. Liberty and Portes du Soleil areas

Concerns disabled persons with	Price reduction
"disabled person's card" (AI invalidity insurance) And one accompanying person if necessary	50% Except points cards*and season ski passes*

*Points cards are available only for Liberty area, * a 50% reduction is granted to the disabled people on the Chatel Liberté season ski pass, but not to the people who accompany him or her.

Disabled person cards issued by the French Ministry of Veterans state the degree of disablement, whereas civil disabled person cards (French Ministry of Labour) are issued only for disablements of more than 80%.

X.2. STUDENTS

On presentation of a student card and identity card, students aged less than 25 years benefit from a reduction of 10% on the public adult price (excepted on reduced prices) of the **Châtel Liberté lift pass**.

Entitlement to a category-based price reduction is subject to the presentation of supporting documentation.

XI. SPECIFIC BENEFITS FOR PROMOTIONAL OFFERS

Reductions in price related to type of customer cannot be accumulated with promotional offers.

a) **"Portes du Soleil online Early Booking" special offer for individual ski passes only**

15% reduction on Portes du Soleil lift passes valid for 5 to 15 days **except** during French school holidays (from January the 7th till February the 2nd et from march the 4th till the end of the season) purchased via the Internet www.skipass-chatel.com, **from June the 30th till November the 15th**. These discounts only apply to full rates, they cannot be combined with family, group, or pass-group rates, or any other reduction.

• b) **"Portes du Soleil one day ski-pass sale"**

30% reduction on the 1-day Portes du Soleil **lift** pass on Tuesday and Thursday, purchased one-line (on sale dice previous Friday and before 12:00 am the day before) valid offer except during school holidays and "Rock the Pistes" event.

The number of these special price ski-passes is limited, only 2 ski-pass per order and one order per customer.

• c) **"Châtel Liberté" online Early Booking" special offer for individual ski passes on Liberté area Pre-season" special offer 5 to 6 days ski-passes**

15% reduction on Chatel Liberté lift passes valid for 5 to 6 days **except** during French school holidays (from January the 7th till February the 2nd et from march the 4th till the end of the season) purchased via the Internet www.skipass-chatel.com, **from June the 30th till November the 15th**. These discounts only apply to full rates, they cannot be combined with family, group, or pass-group rates, or any other reduction.

d) **Commercial discount on ski-pass purchased on the internet www.skipass-chatel.com:**

4% reduction minimum on the Individual rate from 5 hours to 15 days, and on the tribes' rate from 4 days to 15 days, and from 5 hours to 6 days for Chatel Liberté.

e) **"Châtel Liberté area one day ski-pass sale"**

30% reduction on the 1-day Liberty area **lift** pass on Wednesday, purchased one-line (before 12:00 am the day before) valid offer except during school holidays and "Rock the Pistes" event. The number of these special price ski-passes is limited.

f) "Portes du Soleil" special offer for individual SEASON ski passes

In order to benefit from these special offers, a proof of identity is required (identity cards, passport ...) as well as a photograph (the photo will be kept by the Operator in its computer ticketing system to facilitate any reloadings or reissues of the Pass, unless opposed by the customer).

- Portes du Soleil SEASON lift passes valid all the season long and purchased via the Internet www.skipass-chatel.com or at the cash desks, **Adult: 837 € - Senior: 753 €, from March the 31st till September the 30th 2022.**
- Portes du Soleil SEASON lift passes valid all the season long and purchased via the Internet www.skipass-chatel.com or at the cash desks, **Adult: 942 € - Senior: 848 € from October the 1st till November the 15th 2022.**
- Special Young people less than 26 years old (been born from January the 1st of 1997) season ski lift pass at **391 €**, purchased via the Internet www.skipass-chatel.com or at the cash desks, **from March the 31st till September the 30th.**
- Special Young people less than 26 years old (been born from January the 1st of 1997) season ski lift pass at **463 €**, purchased via the Internet www.skipass-chatel.com or at the cash desks, **from October the 1st till November the 15th.**
- Special Children less than 12 years old (been born from from January the 1st of 2011) season ski lift **free of charge** purchased via the Internet www.skipass-chatel.com or at the cash desks, **from March the 31st till November the 15th when buying one parent's adult (in direct line) Portes du Soleil season ski pass in the same time.**

g) "Châtel Liberté" special offer for individual SEASON ski passes

In order to benefit from these special offers, a proof of identity is required (identity cards, passport ...) as well as a photograph.

- 30% reduction on the Chatel Liberté SEASON lift passes valid all the season long and purchased via the Internet www.skipass-chatel.com or at the cash desks, **from April the 8th till September the 30st.**
- 25% reduction on the Portes du Soleil SEASON lift passes valid all the season long and purchased via the Internet www.skipass-chatel.com or at the cash desks, **from October the 1st till November the 15th.**

XI. METHODS OF PAYMENT

The following methods of payment are accepted by the Company:

- **Bank cheque in €**, drawn on a bank account opened in France and made out to: SAEM Sports et Tourisme de Châtel. Proof of identity will be required for all payments of more than €15.
- **Bank card**
- **Chèque vacances issued by ANCV** on presentation of proof of identity.
- **Cash:**
 - up to a maximum of 10,000.00 euros in the case of a non-trading individual not taxed in France and after the recording by the Company of proof of identity and domicile.
(décret n° 2015-741 du 24 juin 2015 Article L112-8 of the Monetary and Financial Code)
 - up to a maximum of 1,000.00 euros in the case of a non-trading individual tax domiciled in France
 - up to a maximum of 1,000.00 euros in the case of professionals who are partners of the Company and who pay their invoice in cash
(décret n° 2015-741 du 24 juin 2015 Article L112-6 of the Monetary and Financial Code)

As a security measure, payments in cash can only be made for purchases at a sales outlet and not for distance purchases of lift passes (mail-order selling, online selling, etc.).

Each lift pass issued shall be accompanied by a sales document stating the nature of the ticket, its date of validity and its unique number.

XII. RESALE OF LIFT PASSES

Any trade, exchanges, barter or resale of tickets, for all or a part of the availability is strictly prohibited except where permission is given by the operator by contractual provision.
If an offence is committed, legal action may be taken against offenders.

XII.1 BREACH OF THE TRANSPORT CLAUSES

In the event of failure to respect the police regulations or these general terms and conditions of sale and use the lift passes may be withdrawn for evidential purposes.

Depending on the seriousness of the breach committed, it may result in the payment of a lump sum in compensation increased where applicable by the administrative costs or in legal proceedings and the payment of damages.

XII.2. INSPECTION

The lift pass must be presented at every inspection.

The absence of a ticket or the use of an irregular ticket is punishable by a penalty charge equal to 5 times the price of the one-day lift pass in the category concerned (Châtel or Portes du Soleil). Where applicable, it shall be increased by administrative costs, the sum of which is fixed by the regulation in force.

The counterfeiting of a ticket or the use of a counterfeit ticket is punishable by criminal proceedings and damages.

In all the above-mentioned cases, lift passes may be withdrawn for evidential purposes and / or in order to return them to their owner.

XII.3. WRONG SKI LIFT AREA

A customer having bought a sectorial ski-pass, finding himself inadvertently on another ski resort within the Portes du Soleil ski area, will be offered a ski pass of said sectorial area of a duration of two hours, at a reduced price, what will allow him (her) to visit said area, and to take back a connection lift at the end of these two hours to return on the initially chosen sectorial area.

XII.4. PENALTY CHARGE

Local lift pass :	€ 240.00
Portes du Soleil lift pass :	€ 310.00



**The General Manager,
Mr Bernard Hugon**

The Company offers its customers an online lift pass sales system that enables everyone to make their winter holiday choices, view lift pass details and prices and pay for lift passes 24 hours a day!

To buy lift passes online the customer must use the Internet address (URL) of the server shared by the Company and Châtel Tourist Office, found on the Web at the following address:

<http://www.skipass-chatel.com>

The online sale of lift passes is governed by the following arrangement:

Article 1

Lift pass prices:

To the exclusion of all other categories or types of lift passes, the online sale concerns only those prices explicitly and restrictively authorised by the Company to be sold by electronic means.

The lift pass prices shown are in euros including all taxes with the VAT applied at the date of purchase. They may change during the season in the case of changes to the French financial law. They are contractually binding.

The duration of the lift pass and the ski area covered by it account for the different ticket prices. These terms and conditions are applicable in addition to the General Terms and Conditions of Sale displayed on site (at the ticket counters) and which can be downloaded from <http://www.chatel.com>.

Article 2

Terms and conditions of use of lift passes:

The tickets issued are strictly personal; they are non-assignable and non-transferable.

The validity of the tickets is not marked on the cards but on the Internet order summary. They entitle the holder unlimited circulation of the ski area and the operating ski lifts for the validity of lift pass.

The user must be in possession of his lift pass throughout the journey from the departure point to the arrival point of the ski lift.

In accordance with the legislation in force (Law 85-1407 of 30th December 1985), the absence of a ticket or the use of an irregular ticket is punishable by a penalty charge equal to 5 times the price of the one-day lift pass of the category concerned (Châtel Liberté or Portes du Soleil). Where applicable, it shall be increased by administrative costs, the sum of which is fixed by the regulation in force.

Children less than 5 years of age travel free of charge; no lift pass is issued and the children must be accompanied by an adult.

Article 3

Loss or theft of ticket:

In the event of loss or theft, a duplicate valid for the remaining period of validity not including the day on which the loss or theft is reported can be issued only in the case of lift passes on hands-free cards, on presentation of proof of the order stating the Internet number and subject to the payment of €3 for the replacement rechargeable hands-free card if the customer does not possess another one.

Article 4

Compensation in the event that the resort does not open.

If more than 50% of the installations do not operate because of bad weather conditions for the **whole** duration of the lift passes ordered, the Company has put in place a compensation system in the form of exchange vouchers redeemable during the same season or the following season.

Article 5

force majeure - 2022/2023 season passes - compensation conditions.

By force majeure is meant any unforeseeable, irresistible and external event, independent of the will of the parties, such as those usually retained by the jurisprudence of French courts and tribunals, and, in particular, without this list being exhaustive, administrative closure related to a pandemic, government or legal restrictions, legal or regulatory changes preventing the parties from continuing their activities, telecommunications blockages.

In the event that all ski lifts are interrupted due to a case of force majeure resulting in suspension of the contract for more than 15 consecutive days, the 2022/2023 winter season passes may be subject to: Either. Either a credit (on the customer's account on www.skipass-chatel.com), corresponding to the number of closed weeks multiplied by the price of the Season pass reduced to the number of opening weeks initially planned deducted from a waiting day at the base rate in force, or a postponement for the following season.

Article 6

Compensation in the event of illness or accident or for personal reason

No reimbursement of tickets shall be made for accident, illness or any other personal cause regardless of the duration of the lift pass. An insurance service is available to cover this risk: see article 7.

Any request for compensation must be sent by email to ski@chatel.com or by letter to SAEM Sports et Tourisme - 281 route de Thonon – 74390 CHATEL within 30 days of the end of the ticket's validity. Beyond this period, requests will not be processed.

Article 7

Ski insurance


Snow Risk insurance, available per day, is nominative. It is available for duration of 1 day to 21 days maximum.

It is generally taken out at the time of purchase of the ski lift passes. In this case, the duration of the insurance must be identical to that of the ski lift pass.

In the case that an insurance policy is taken out during the period of validity of a ski lift pass, the insurance and the lift pass have to end on the same day.

Note that the date stated on the ticker receipt refers to the current season and the date that the insurance was purchased. It does not state the exact number of days of the insurance.

The insurance cover is determined by the date of purchase of the insurance and by the number of days for which insurance has been bought for, with the exception of insurance bought during the online purchase of lift passes or by order form before the start of the season.

The duration of insurance is the same as the duration of validity of the ticket.  Remember to bring your order summary with you on holiday. If required, it will provide proof of purchase of insurance and will be essential in the event of an accident.

Details on www.snowrisk.fr

Article 8

Right of withdrawal

In application of the article L121-21 of the consumption code, the customer has a 14 days delay from the payment date of his order to exercise his right of retraction without having to prove motives, nor pay any fines, by sending a letter by mail, registered with acknowledgment of reception to the Company.

The refund procedure begins within 14 days of date in which the Company is informed about the retraction, this can be postponed until the date of reception of the hands-free cards and exchange coupons if the order included these articles, or on the date in which the consumer supplies proof of expedition of the articles.

Article 9

Hands-Free – rewritable type card

Lift passes purchased online are compulsorily programmed on "Internet Hands-Free"-type rewritable cards which provide access to the installations without the user having to insert the card at the lift gates. For the new customers who do not possess a Hands-Free rewritable type card with an Internet or WTP number, emitted in one of the Portes du Soleil ski resort, it is sold online at the price of €3. For environmental reasons, recycling boxes for the cards that customers do not use anymore, are available at all the ticket counters and in the various places throughout the resort.

Article 10

"Portes du Soleil Early Booking" special offer for individual ski passes only

a) "Portes du Soleil online Early Booking" special offer for individual ski passes only

15% reduction on Portes du Soleil lift passes valid for 5 to 15 days **except** during French school holidays (from January the 7th till February the 2nd et from march the 4th till the end of the season) purchased via the Internet www.skipass-chatel.com, **from June the 30th till November the 15th**. These discounts only apply to full rates, they cannot be combined with family, group, or pass-group rates, or any other reduction.

b) "Châtel Liberté" online Early Booking" special offer for individual ski passes on Liberté area Pre-season" special offer 5 to 6 days ski-passes

15% reduction on Chatel Liberté lift passes valid for 5 to 6 days **except** during French school holidays (from January the 7th till February the 2nd et from march the 4th till the end of the season) purchased via the Internet www.skipass-chatel.com, **from June the 30th till November the 15th**. These discounts only apply to full rates, they cannot be combined with family, group, or pass-group rates, or any other reduction.

c) Discount on Portes du Soleil ski-pass purchased on the internet www.skipass-chatel.com

- 4% reduction minimum on the Individual Portes du Soleil rate from 5 hours to 15 days, and on the Portes du Soleil tribes' rate from 4 days to 15 days, and from 5hours to 6 days for Chatel Liberté.

d) "Portes du Soleil one Day ski-pass sale"

- 30% reduction on the 1-day Portes du Soleil lift pass on Tuesday and Thursday, purchased one-line (on sale dice previous Friday and before 12:00 am the day before) valid offer except during school holidays and "Rock the Pistes" event.

The number of these special price ski-passes is limited, only 2 ski-pass per order and one order per customer.

e) "Châtel Liberté area one day ski-pass sale"

- 30% reduction on the 1-day Liberty area lift pass on Wednesday, purchased one-line (before 12:00 am the day before) valid offer except during school holidays and "Rock the Pistes" event. The number of these special price ski-passes is limited.

f) "Portes du Soleil" special offer for individual SEASON ski passes

To benefit from these special offers, a proof of identity is required (identity cards, passport ...) as well as a photograph.

- Portes du Soleil SEASON lift passes valid all the season long and purchased via the Internet www.skipass-chatel.com or at the cash desks, **Adult: 837 € - Senior: 753 €**, from **march the 31st till September the 30th 2022**.
- Portes du Soleil SEASON lift passes valid all the season long and purchased via the Internet www.skipass-chatel.com or at the cash desks, **Adult: 942 € - Senior: 848 €** from **October the 1st till November the 15th 2022**.
- Special Young people less than 26 years old (been born from January the 1st of 1997) season ski lift pass at 411 €, purchased via the Internet www.skipass-chatel.com or at the cash desks, **from March the 31st till September the 30st**.
- Special Young people less than 26 years old (been born from January the 1st of 1996) season ski lift pass at 486 €, purchased via the Internet www.skipass-chatel.com or at the cash desks, **from September the 1st till November the 15th**.
- Special Children less than 12 years old (been born from from January the 1st of 2011) season ski lift **free of charge** purchased via the Internet www.skipass-chatel.com or at the cash desks, **from March the 31st till November the 15th when buying one parent's adult (in direct line) Portes du Soleil season ski pass in the same time**.

g) **"Châtel Liberté" special offer for individual SEASON ski passes**

In order to benefit from these special offers, a proof of identity is required (identity cards, passport ...) as well as a photograph.

- 30% reduction on the Chatel Liberté SEASON lift passes valid all the season long and purchased via the Internet www.skipass-chatel.com or at the cash desks, **from March the 31st till September the 30th**.
- 25% reduction on the Portes du Soleil SEASON lift passes valid all the season long and purchased via the Internet www.skipass-chatel.com or at the cash desks, **from October the 1st till November the 15th**.

Article 11

Loyalty system – "Bonus" points

To join the loyalty system "My Club Portes du Soleil" and get information, you simply need to have a rewritable free hand card available at the counters for 3 euros and log on to the website: <http://en.portesdusoleil.com/prices/my-club-portes-du-soleil> and register within 14 days of your purchase.

Article 12

"Family" price

When at least 4 lift passes of the same duration (not including specially priced lift passes and season lift passes) are purchased online in a single transaction, the Company offers purchasers a 10 % discount. This price applies only to members of the same family; this discount is granted in accordance with the criteria in points: IX.3.a, and IX.3.b.

To benefit from the reduction granted to family's fares, a document of the national identity card and any document confirming a family association is needed (reloading during the online order).

Ordering and execution of the order

1) For the first order (the customer does not have a hands-free card with an "Internet" or "WTP" number)

The customer chooses what type of ski pass he/she wants from the ski-pass catalogue, he completes the form and buy a hands-free card (Details are in the document called "stay informed" that can be read on www.skipass-chatel.com).

The staff will program the card according to the wishes of the customer. It will then be delivered to him/her ready to use. The ski pass will be activated when passing through the first ski lift gate of the chosen domain (according to dates and the validities validated during the order).

2) The customer already has a rewritable "hands-free" card with an "Internet" or "WTP" number

In this case he/she can top up the required lift pass himself/herself using the Internet or WTP number that he/she shall enter when logging in.

Lift passes must be topped up at least 1 hour before use. The customer must print off a receipt stating the characteristics of the product purchased, as this may be of use in the event of an inspection or accident (for lift passes with insurance included).

On the day that the lift pass is used the customer must go to one of the lift gates positioned at the entry point of every ski lift in the Liberty ski area. When passing this gate his/her lift pass will be validated automatically.

Regardless of the type of lift pass purchased, the lift pass MUST be validated the first time the user uses a ski lift in the Liberty ski area.

When the customer uses a ski lift equipped with a lift gate, the characteristics of the lift pass will be displayed on the gate screen. On other installations inspection will be carried out by means of the receipt that the customer printed off when placing his order.

On completion of the ordering process, the Châtel ski lift company shall confirm the order in an e-mail that states:

- the merchant's identity,
- the date of the transaction,
- the transaction reference,
- the customer's contact details: last name, first name, address, post code, town, e-mail address and telephone number
- the details of the order
- the collection point of the lift passes and the hours that it is open to the public, *in the case of a first order*.
- the deadline for withdrawal: under the French law governing distance selling, the purchaser has the right to withdraw from the sale up to 7 (seven) days following the order.

The information recorded by the Company shall constitute proof of the nature, content and date of the order. The order shall be archived by Company. The customer can access this archived information by contacting the Customer Relations department.

Payment is due at the time of the order's validation, which shall not be processed until after definitive confirmation that the payment has been credited to the operator's bank account.

Article 14

Secure payment:

Payment for the order is immediate. Payment is fully secure and can be made solely by bank card. The cards accepted on the website are Carte Bleue, Visa and MasterCard.

For this type of transaction, the Châtel ski lift company uses "SP PLUS", an e-transaction telepayment platform from Caisse d'Épargne. This service includes the SSL universal standard of encryption and uses the "3D Secure" mode for payments' authentication. The confidential data are encrypted for transmission and do not pass via our servers, ensuring that your data remain totally confidential. The data recorded by the " SP PLUS " payment system from Caisse d'Épargne, which is open 24 hours a day, 7 days a week, constitute proof that the financial transactions have taken place. The refusal of the purchaser's bank to debit the purchaser's bank account shall result in the order process being cancelled.

Article 15

Delivery of lift passes (not including top-ups):

Lift passes shall be sent by post or collected by the purchaser from the ski lift ticket counter indicated upon confirmation of the order.

Postal delivery: lift passes shall be sent by first-class post (payable at the rate in force at the time of the order) and at the purchaser's expense. Postal delivery of lift passes shall take place within approximately 10 working days. The delivery time stated is calculated in working days and allows for the time required to process, prepare and send the order. The delivery time begins on validation of the order. The postal delivery time shall be added to this delivery time. The Company cannot be held responsible for any event (strike by the postal service, theft, etc.) that prevents the lift passes from reaching their correct destination.

The delivery fee payable by the customer is €2 for deliveries within metropolitan France and €2.50 for deliveries abroad.

Collection from the ticket collection cash desk: For purchasers not requiring postal delivery of lift passes, lift passes can be collected at any time on the days and during the opening hours of the ticket counter indicated in the e-mail confirming the order, from 2 calendar days after the day of the order. To collect the lift passes the purchaser must provide proof of his identity. He must be in possession of the e-mail confirming the order and the bank card used in the transaction. The bank card holder is required to sign a receipt to confirm payment authorisation. Collection of the ticket(s) renders the sale final.

Article 16

Photographs:

For all orders for lift passes valid for more than 7 days (including season lift passes), the purchaser's photograph must be included on the lift pass card (follow the instructions: click on browse (your photos) etc.

Article 17

Customer Relations:

For information, questions and complaints, the customer can contact the internet sales service from Monday to Friday between 9 am and 5 pm. This office is situated near the lake, direction to Switzerland.



: +33 (0) 450 73 34 24 (option 4 then 606 #)

E-mail: ski@chatel.com

Article 18

Data confidentiality:

The personal information provided by the customer when purchasing lift passes shall not be passed on to any third party; unless the customer expressly objects, it shall be included in the Company's customer file, the objective of which is to make up a ticket and consumption-tracking database. In accordance with Law 78-17 of 6th January 1978, the customer has the right to access and correct information held about him at any time. To exercise this right, the customer simply must contact the Châtel ski lift company.

Article 19

Intellectual property rights

The placing of hyperlinks to the pages of the website <http://www.skipass-chatel.com> used for the online sale of passes for the use of the ski lifts of Liberty area and the Portes du Soleil without the express authorisation of the Company is strictly prohibited.

Article 20

Applicable law and litigation

This contract is subject to French law. The contractual information is presented in French. Before any legal dispute, the parties undertake to resort to a conciliation procedure. In case of legal disputes, only the courts of jurisdiction of the Court of Thonon-les-Bains will be competent.

These conditions are supplemented by the "general conditions of sale and use of tickets" available for consultation in all the sales points of the station and downloadable on <http://www.chatel.com>.

Website: www.skipass-chatel.com hosted by E-LIBERTY SERVICES SAS

23, avenue du Léman - PO Box 413 - Savoie Techno Lake - 71372 Le Bourget du Lac cedex.



General provisions:

These conditions complement the "General Terms and Conditions of sales and use of lift passes available at all outlets of the resort as well as online on our website and /or attached to the purchase order.

These terms and conditions below specify the provisions that govern the relationship between the Company, and each of the members and beneficiaries of the offer "Chateliberty".

These conditions relate exclusively to 'non-commercial' individuals.

Article 1

Delivery of cards:

The cards are sent by post only. The delivery of cards by post takes place within approximately 10 working days. The announced deadline is calculated in working days and corresponds to the processing, preparation and shipping times and runs from the validation of the order. To this deadline, we must add the delivery time of the post. The company cannot be held responsible for any event (strike by postal services, thefts, etc.) preventing the proper delivery of packages.

Article 2

DEFINITIONS

Membership: refers to the subscription of the "Chateliberty" card

Member: refers to the physical person who subscribes to the program "Chateliberty"

Beneficiary refers to the person carrying the "Chateliberty" card that benefits from it.

Card: refers to the physical support for the "Chateliberty" program in the form of a RFID card, nominative, personal and non-transferable, allowing access to the lifts of the "Châtel Liberté" area.

Consumption: refers to the number of skiing days consumed by the beneficiaries over a given period.

Customer Account: refers to the account regrouping of all beneficiaries attached to the member available on the online and allowing access after logging in to the data on the consumption of the beneficiaries of the day, to services, bills and their personal data.

Operator: The Company

Website: refers to the website www.skipass-chatel.com

Customer Service: refers to the information and assistance service available to members and beneficiaries of the Company under the conditions defined on the website.

PPU: refers to the method of payment for consumption, conditioned by a voluntary subscription and acceptance of debit.

Article 3

ADHESION

The "Chateliberty" card is proposed by the Company online on www.skipass-chatel.com website. Membership is purchased online by the participant on behalf of the beneficiary; the member may purchase multiple memberships on behalf of several beneficiaries with a limit of 8 memberships.

By get a membership, the member states that he/she agrees to these terms and conditions and the terms and conditions of the Company.

The Company is free to refuse the application for membership for a legitimate reason, such as the notorious insolvency or termination of a previous membership due to fraud or default.

The participant is asked to keep a copy of his order confirmation and a copy of these terms (in electronic or paper printing).

After validation of membership and payment, the Company will send an e-mail welcoming and informing the customer of the status of his/her bill on his/her dedicated space and date in which the card will be sent by post. Membership is non-refundable and non-exchangeable.

Article 4

RIGHT OF WITHDRAWAL

Pursuant to article L.121-20 of the Consumer Code, the member has a period of 14 days from the date of acceptance of the offer from the Company in which to exercise his right of withdrawal without having to give reasons or to pay any penalties. The member must send a registered letter with proof of delivery, to the Company. If the participant has a card or cards, during this period, he/she must return them back at his own expense by registered mail with proof of delivery to Company. If the participant exercises his right of withdrawal under the conditions mentioned above, he/she may, if necessary, request reimbursement of Membership (s) already paid. Reimbursement will be made to the member within 30 days of the date of reception of the withdrawal. In the event that one of the beneficiaries of the membership account uses the card for skiing before the expiration period, the member can no longer exercise his right of withdrawal on accession in accordance with the relevant provisions of Article L .121-20-2 of the Consumer Code.

Article 5

DURATION OF MEMBERSHIP

Membership is taken out for a period from November 1 to 5 May of the following year, whatever the date of subscription. Membership is automatically renewed with the price conditions prevailing at the date of renewal.

The member will be informed by email, at least one month before November the 1st, of the conditions for membership renewal. He/she will then have a period of 2 months after receiving this email, in which to object to the renewal. He/she may do so through on his personal internet. In the absence contact, membership will be automatically renewed for a 12-month period running from 1 November of each year. It is up to the member to communicate any change of email as soon as possible. The Company cannot be held liable if this email is not received if these changes have not been reported by the participant.

Article 6

RATES AND PAYMENT

6.1 Rates and membership

Single rate (5-74 years) per year per person including the card for the first membership: **30 €** and then **25 €** for the renewal by tacit agreement The card will be reactivated automatically from November the 1st each year (according to article 4 above)

"Chateliberty" day rates are set by the Company and charged to the member by the rate conditions in force at the time of consumption.

The ski day is charged according to the discounted rate of 25% of the full fare, advantage not cumulative with any other tariff discount One day ski pass is offered for 10 paid ski-passes per card. Regarding payment for consumption, the member is informed that passing a lift gate will automatically start the billing process. The member will be charged per day regardless of the number of lifts taken per the day or the duration of the skiing undertaken on said day.

6.2 Method of payment

The cost of the "Chateliberty" card as well as the number of skiing days consumed, are paid by credit card. Warning, payment by credit e-card is not accepted. Upon membership, the member transmits the credit card number and date of expiration (this is done on a secure site). This order of payment by the credit card holder is used for all payments related to the subscription of the "Chateliberty" card and its use.

The information will therefore be retained for the duration of the subscription by the Company for payment needs. The amounts due are payable on the date specified on the invoice.

6.3 BILLING PAYMENT

Every 15 days, the Company shall keep records of consumption carried out the previous week by the beneficiaries of membership account on the ski domain. The calculation of the consumption is done on a weekly basis calculated off a full fare daily rate for the Liberty ski area.

This amount will then be charged to the member's credit card by the Company fortnightly.

The invoice does not contain full settlement for all the passages undertaken on Liberty area lifts during this period. Any omitted consumption on the statement will be billed later.

The customer can see all his/her bill through his/her account.

The invoice amount is deducted from the credit card every Wednesday of the week following the billing period, not that this date will be enforced or binding.

6.4 PAYMENT DEFAULT

In case of the rejection of payment of the invoice, the Company will issue a new collection due rejection of payment. If necessary, it will remind the member by email or post, to pay the amounts due. Delay penalties of, equal to the legal interest rate in effect on the date of the invoice shall be payable from the date of default. These penalties are in addition to the main payment. Any default in payment will result automatically and without modification, in the suspension of the card(s) account member until full payment of the amounts are due. Furthermore, and failing to adhere to settle the amounts due within 15 days of the notice, and without serious dispute the amounts billed to the main member will allow the Company to terminate the membership(s) account. This will be done automatically and without further notice. All unbilled bills must be immediately payable. The recovery fee is the responsibility of the member.

Article 7

TERMS OF USE OF THE CARD

The card is non refundable and nonexchangeable.

The card is deemed nominative and for personal use only. Ticket inspection may be made on the lifts of the ski area. In case of fraud, the member will have to pay a settlement fee which can cost up to 5 times the price of a day of skiing.

The beneficiary must carry the card during the entire journey on the ski lifts from departure to arrival.

Access is granted only on presentation of the card to access lift gates and during the working hours of the ski lifts.

Access will be refused if no card presented at the lift gates and thus access to the lifts will be refused. In any of these cases, the operator cannot be held to liable for reimbursement of the purchase of tickets by the Participant and / or beneficiary resulting from forgetting, loss or theft of the "Chateliberty " card.

In addition, lift tickets bought at the ticket counter cannot be added to the "Chateliberty " card account.

The Company is not responsible for the misuse of this card, nor the carrying of several cards on oneself for a single day of skiing (one card per person).

Article 8

CHANGING MEMBER AND / OR BENEFICIARY IDENTITY

In case of change of mailing address, e-mail, telephone number, credit card or bank card renewal, the participant agrees to notify the customer service of the modification within 5 days of the change.

The change will come in effect up to 8 days after reception of the new data. The amendment will be effective immediately when done on the website or by phone.

Non-compliance of the above provisions or revocation by the member of the authorization of payment by credit card automatically entails termination of (the) Membership (s) account.

Article 9

OBLIGATION IN CASE OF THEFT, LOSS OR DAMAGE OF CARD

In case of theft or loss, the member or beneficiary is obliged to immediately notify the Company by email or telephone, specifying the information indicated on the receipt issued during the sale of the card or confirmation of purchase of the card through www.skipass-chatel.com. Similarly, the member or beneficiary may report the loss or theft at the ski lifts of the resort.

The Company agrees to immediately block the use of the card.

The member will be informed that the sum of €10 will be charged for the cost of replacing the card.

The Company will send the new card to the member by mail as soon as possible, postage costs being charged to the customer.

The new card can also be hand-delivered to the member at the main ticket office.

Article 10

CUSTOMER SERVICE CONTACT

For questions of commercial and / or technical, customer service can be contacted:

By phone at 04.50.81.37.39 during opening hours.

Through the website under "contact".

By mail at the Company: Home page

Article 11

TERMINATION BY THE INITIATIVE OF THE MEMBER

The member may at any time request the unilateral termination of membership from customer service by phone or by registered mail with proof of delivery. The participant has to show the information of the contract: address, membership account number and the card(s) number(s).

Upon receipt of the cancellation request, the Company will send an email cancellation confirmation (we recommend keeping a copy) and cancel the card(s) of member and beneficiary. They will no longer be able to benefit from the advantages of (the) card(s), except to take out new membership. Termination shall take effect on the date specified by the participant in the notification, and earlier or on the date stated or at the latest two business days after reception of notice. The termination does not entitle the member to any reimbursement, nor compensation. A confirmation will be e-mailed to the member. Past consumption to the effective date of termination as defined above, are due by the member.

Article 12

TERMINATION BY THE INITIATIVE OF THE SOCIETY

The Society expressly reserves the right to termination of right of Membership (s) prior to its maturity and cancel the card(s), in case of non-compliance by the member and/or one of the beneficiaries of the membership account, of any of the obligations applicable to them at the end of these terms, especially in case of default, fraudulent use (non-compliance with the nominative and personal nature of the card), fraudulent misrepresentation or falsification, violations of the provisions of these terms of use, behavior contrary to public order and morality, and without the member being entitled to any refund. The Society reserves the right to refuse any new membership to a member whose membership has already been the subject of a termination at the initiative of the Society.

Article 13

EFFECT OF TERMINATION

Upon termination, for whatever reason, the Society will invoice all outstanding amounts due for membership, consumption included.

To these amounts are added, if necessary, penalties and allowances provided for in Article 5.

Article 14

COMPLAINTS

All claims must be made with the customer service within 15 days of the occurrence of the event at the origin of the claim.

The complaint must be sent to: The Society (Home page).

Article 15

DATA PROTECTION

The information collected by the Society of member are binding and are essential to the delivery of the card.

This information is intended for use by the Society and are used for processing in administrative and commercial management, as well as service providers and agents for the management and execution of this membership.

The address and e-mail, telephone numbers (landline and/or mobile) of the member and beneficiaries, may be shared with partners.

As such, the member and beneficiaries are informed that they are likely to receive offers from these agencies or companies. The participant and beneficiary, who agree that information about them may be communicated to the conditions defined above, will tick the box provided for that purpose when they join.

In accordance with Law No. 78-17 of 6 January 1978 relating to data files and freedoms, the participant has the right of access, rectification and deletion of personal data.

Article 16

MISCELLANEOUS

SAEM Sports and Tourism reserves the right to modify these terms and conditions.

In the event that these terms are established in different languages, it is expressly understood that the French version of these terms takes precedence.

Consequently, and in case of difficulties of interpretation/application of one of any of the provisions found in the general terms, the French version should be referred to expressly and exclusively.

These general conditions for membership are subject to both their interpretation and implementation, to French law. Failing amicable settlement, disputes shall be brought before the competent courts.



The General Manager,
Mr Bernard Hugon

XV. GENERAL TERMS AND CONDITIONS OF THE 2022 SUMMER SEASON

PART OF GENERAL TERMS AND CONDITIONS OF SALE

Tickets not used during the current season, are not reimbursed neither replaced.

The passing through the terminal of an activity shall result in one day of the lift pass being used for that activity.

XV.1. THE DIFFERENT CARDS

Lift passes valid for less than 4 days are published on Hands-Free single use type cards which are free or alternatively on Hands-Free rewritable type cards, subject to the payment of a supplementary three euros if the customer does not already have one.

Lift passes valid for 4 days and more are published on Hands-Free rewritable type cards which allow subscribing to the online loyalty system "My Club Portes du Soleil", subject to the payment of a supplementary three euros if the customer does not already have one.

Multi pass lift passes are published on a Hands-Free-type Multi pass cards, sold at the additional cost of €1.

Days not used during the period of validity marked on the lift pass are not reimbursed.

The passing through the terminal of an activity shall result in one day of the lift pass being used for that activity.

XV.2. SPECIFIC ARRANGEMENTS RELATED TO THE STOPPING OF THE INSTALLATIONS

The management reserves the right to examine each case and compensate customers on a pro rata basis of what they have consumed at the end of the period of validity of the lift pass.

XV.3. PRICE REDUCTIONS RELATED TO CUSTOMER AGE (AT THE DATE ON WHICH THE TICKET BEGINS)

Obtaining the age-related tariff reduction implies the presentation of proof of identity. Children and young people under the age of 26 and seniors over 65 years of age will have to justify their age.

Category	Age	Price reduction	
		Local sector	Portes du Soleil (mountain biking)
Young Children	Under 5 years old	Free	Free
Children	5 to 15 years old	25 %	25 %
Young adults	16 to 19 years old	0 %	15 %
Adults	20 to 64 years old	0 %	0 %
Seniors	65 years to 74 years old	0 %	10 %
Super Seniors	75 years and above	Free	10 %

The customer age that on the date of purchase of the lift passes, without exception.

XV.4. PRICE REDUCTIONS RELATED TO TYPE OF CUSTOMER

Lift passes except season lift passes:

Customer category	Price reduction			
	local ski lifts (Ascents or/and return trips)	Fantasticable	Summer bobsled M-BMX	Portes du Soleil MTB pass
Families (minimum 2 adults + 1 child), paying tickets only	10%			
Groups of 10 to 20 people	10%	10%		10%
Groups of 21 to 35 people	10%	15 %		15%
Groups of 36 or more people	10%	20%		15%

Price reductions related to the type of customer cannot be accumulated.

XV.5. PRICE REDUCTION FOR DISABLED PEOPLE (SUMMER BOBSLED ONLY)

Where a disabled person must be accompanied and only in this case:

User category	Price reduction on summer bobsled activity
Disabled person	50%
One Accompanying person if necessary	50%

* One free place is granted; the customer chooses (one person out of two pays).

XV.6. REDUCTIONS FOR ACCOMPANYING PEOPLE WITH A NATIONALLY RECOGNISED QUALIFICATION (mountain leader, mountain biking instructor, paragliding instructor.)

They have a discount of 50 per cent (except on the Fantasticable and Multi pass rates).

XV.7. PORTES DU SOLEIL COMPENSATION RULES IN THE EVENT OF THE STOPPING OF THE SKI LIFT INSTALLATIONS

If more than 35% of the installations covered by the ticket do not operate because of bad weather conditions for the **whole** of the period of validity of the lift passes ordered, the Company has put in place a compensation system.

XV.8. PENALTY CHARGE IN THE EVENT OF FRAUDULENT USE

XV.8.a. Portes du Soleil season lift pass	
Flat-rate fine :	€ 165.00
XV.8.b. Portes du Soleil Multi pass	€ 60.00

XV.9. GENERAL TERMS AND CONDITIONS OF SALE OF THE PORTES DU SOLEIL MULTI PASS
The terms and conditions of sale of the Multipass are the subject of an appended document.



XVI. GENERAL TERMS AND CONDITIONS OF ONLINE SALES FOR SUMMER 2022

The Châtel ski lift company offers its customers an online lift pass sales system that enables everyone to make their summer holiday choices, view lift pass details and prices and pay for lift passes 24 hours a day 7 days a week!

Article 1:

General

The validation of an online order done on this website: www.skipass-chatel.com implies the adhesion of this person (from here onward referred to as the customer) to special online conditions.

If any provision were to default, it will be regarded by the rules governed by the procedures, in force, in the online sales sector for companies with offices in France.

Pursuant to Article 1369-4 of the Civil Code, all of these conditions are available to customers, who are allowed to download and print them.

Contractual information is presented in French

Days not used during the period of validity marked on the lift pass are not reimbursed.

The passing through the terminal of an activity shall result in one day of the lift pass being used for that activity.

Article 2

Hands-Free – rewritable type card

Lift passes purchased online are compulsorily programmed on "Internet Hands-Free"-type rewritable cards which provide access to the installations without the user having to insert the card at the lift gates.

For the new customers who do not possess a Hands-Free rewritable type card with an Internet or WTP number, emitted in one of the Portes du Soleil ski resort, it is sold online at the price of €3 when ordering all passes.

Article 3

Loyalty scheme

To join the loyalty system "My Club Portes du Soleil" and get information, simply log on to the website: <http://en.portesdusoleil.com/prices/my-club-portes-du-soleil> and register within 14 days of your purchase.

Article 4:

Products

Online purchasing allows the customer to buy a rechargeable card with which he/she can register and recharge a lift pass on.

The lift pass is programmed in the card and a receipt is sent by email at the moment of purchase or after the recharging has taken place online.

NOTE: In order to benefit from the "loss or stolen lift pass" procedure defined in article 8 of this document, the customer must bring a printed copy of his/her receipt.

The different characteristics of the online lift passes (duration, area...) are presented in a price table which can be viewed on the webpage aforementioned.

Article 5

Buying Show Passes

Lift passes for different shows (concerts, etc) are emitted as one-off tickets which cannot be recharged nor be sent by mail. They are to be collected from the ticket counter indicated on the online order.

Article 6 :

Lift passes prices:

To the exclusion of all other categories or types of lift passes, the online sale concerns only those prices explicitly and restrictively authorised by the Châtel ski lift company to be sold by electronic means. The lift pass prices shown are in euros including all taxes with the VAT applied at the date of purchase. They may change during the season in the case of changes to the French financial law. They are contractually binding.

The duration and the area differentiates the price difference of each lift pass. The present conditions are in accordance with the General Terms and Condition of Individual Sales at any ticket counter and available to download online at: <http://www.chatel.com>.

Article 7

Terms and conditions of use of lift passes:

The tickets issued are strictly personal; they are non-assignable and non-transferable.

The validity of the tickets is not marked on the cards but on the Internet order summary. They entitle the holder unlimited circulation of the lift area and the operating ski lifts for the validity of lift pass.

The user must be in possession of his lift pass throughout the journey from the departure point to the arrival point of the ski lift.

In accordance with the legislation in force (Law 85-1407 of 30th December 1985), the absence of a ticket or the use of an irregular ticket is punishable by a penalty charge equal to 5 times the price of the one-day lift pass of the category concerned (Liberty area or Portes du Soleil). Where applicable, it shall be increased by administrative costs, the sum of which is fixed by the regulation in force.

Children less than 5 years of age travel free of charge; no lift pass is issued, and the children must be accompanied by an adult.

Article 8

Loss or theft of ticket:

In the event of loss or theft, a duplicate valid for the remaining period of validity not including the day on which the loss or theft is reported can be issued only in the case of lift passes on hands-free cards, on presentation of proof of the order stating the Internet number and subject to the payment of €3 for the replacement rechargeable hands-free card if the customer does not possess another one.

Article 9

Compensation in the event that the resort does not open

If more than 50% of the installations do not operate because of bad weather conditions for the **whole** duration of the lift passes ordered, the Châtel ski lift company has put in place a compensation system in the form of exchange vouchers redeemable during the same season or the following season.

Article 10

Compensation in the event of illness or accident or for personal reason

No reimbursement of tickets shall be made for accident, illness or any other personal cause regardless of the duration of the lift pass.

Article 11

Right of withdrawal

In application of the article L121-21 of the consumption code, the customer has a 14 days delay from the payment date of his order to exercise his right of retraction without having to prove motives, nor pay any fines, by sending a letter by mail, registered with acknowledgment of reception to the Company.

The refund procedure begins within 14 days of date in which the Company is informed about the retraction; this can be postponed until the date of reception of the hands-free cards and exchange coupons

if the order included these articles, or on the date in which the consumer supplies proof of expedition of the articles

Article 12

Ordering and execution of the order

1) For the first order (the customer does not have a hands-free card with an "Internet" or "WTP" number)

- a) The customer can buy a "hands-free internet" card which costs €3 without administrative costs. This card will be sent by first class post with the customer being charged for this added cost. The customer can then go ahead and charge the card as he/she sees fit following the procedures list in point 2)
- b) The customer places an order online directly and at the time of purchasing adds the "hands-free internet" card to the order. The staff will program the card according to the wishes of the customer. It will then be delivered to him/her ready to use. The lift pass will be activated when passing through the first lift gate of the chosen domain (according to dates and the validities validated during the order).

2) The customer already has a rewritable "hands-free" card with an "Internet" or "WTP" number

In this case he/she can top up the required lift pass himself/herself using the Internet or WTP number that he/she shall enter when logging in.

Lift passes must be topped up at least 1 hour before use. The customer must print off a receipt stating the characteristics of the product purchased, as this may be of use in the event of an inspection or accident (for lift passes with insurance included).

On the day that the lift pass is used the customer must go to one of the lift gates positioned at the entry point of every ski lift in the Liberty area. When passing this gate his/her lift pass will be validated automatically.

Regardless of the type of lift pass purchased, the lift pass MUST be validated the first time the user uses a ski lift in the Liberty area.

When the customer uses a ski lift equipped with a lift gate, the characteristics of the lift pass will be displayed on the gate screen. On other installations inspection will be carried out by means of the receipt that the customer printed off when placing his order.

On completion of the ordering process, the Company shall confirm the order in an e-mail that states:

- the merchant's identity,
- the date of the transaction,
- the transaction reference,
- the customer's contact details last name, first name, address, post code, town, e-mail address and telephone number.
- the details of the order
- the collection point of the lift passes and the hours that it is open to the public, *in the case of a first order*.
- the deadline for withdrawal: under the French law governing distance selling, the purchaser has the right to withdraw from the sale up to 7 (seven) days following the order.

The information recorded by the Company shall constitute proof of the nature, content and date of the order. The order shall be archived by the Company. The customer can access this archived information by contacting the Customer Relations department.

Payment is due at the time of the order's validation, which shall not be processed until after definitive confirmation that the payment has been credited to the operator's bank account.

Article 13

Secure payment:

Payment for the order is immediate. Payment is fully secure and can be made solely by bank card. The cards accepted on the website are Carte Bleue, Visa and MasterCard.

For this type of transaction, the Châtel ski lift company uses "SP PLUS", an e-transaction telepayment platform from Caisse d'Épargne. This service includes the SSL universal standard of encryption and uses the "3D Secure" mode for payments' authentication. The confidential data are encrypted for transmission and do not pass via our servers, ensuring that your data remain totally confidential. The data recorded by the " SP PLUS " payment system from Caisse d'Épargne, which is open 24 hours a day, 7 days a week, constitute proof that the financial transactions have taken place. The refusal of the purchaser's bank to debit the purchaser's bank account shall result in the order process being cancelled.

Article 14

Delivery of lift passes (not including top-ups):

Lift passes shall be sent by post or collected by the purchaser from the lift ticket counter indicated upon confirmation of the order.

Postal delivery: lift passes shall be sent by first-class post (payable at the rate in force at the time of the order) and at the purchaser's expense. Postal delivery of lift passes shall take place within approximately 10 working days. The delivery time stated is calculated in working days and allows for the time required to process, prepare and send the order. The delivery time begins on validation of the order. The postal delivery time shall be added to this delivery time. The Company cannot be held responsible for any event (strike by the postal service, theft, etc.) that prevents the lift passes from reaching their correct destination.

The delivery fee payable by the customer is €2 for deliveries within metropolitan France and €2.50 for deliveries abroad.

Collection from the ticket collection cash desk: For purchasers not requiring postal delivery of lift passes, lift passes can be collected at any time on the days and during the opening hours of the ticket counter indicated in the e-mail confirming the order, from 2 calendar days after the day of the order. To collect the lift passes the purchaser must provide proof of his identity. He must be in possession of the e-mail confirming the order and the bank card used in the transaction. The bank card holder is required to sign a receipt to confirm payment authorisation. Collection of the ticket(s) renders the sale final.

Collection and purchases at the Internet terminal at the entrance to the tourist office, accessible 24 hours a day.

Article 15


Photographs:

For all orders for lift passes valid for more than 7 days (including season lift passes), the purchaser's photograph must be included on the lift pass card (follow the instructions: click on browse (your photos) etc.

Article 16

Customer Relations:

For information, questions and complaints, the customer can contact the internet sales service from Monday to Friday between 9:00 am and 4:30 pm. This office is situated near the lake, direction to Switzerland.

: +33 (0) 450 73 34 24 (option 4 then 606 #) E-mail: venteswtp@chatel.com

Article 17

Responsibilities and guarantees

The operator is bound by an obligation of means for all stages of access of the online sales.

The responsibility of the Operator shall not be liable for any inconvenience or damage arising from the use of the Internet, including interruption of service, external intrusion or presence of computer viruses and in general of any other expressly qualified by the law as "force majeure";

The customer declares that he/she is aware of the characteristics and limitations of the Internet, in particular its technical performance, response times for consulting, querying or transferring data and the risks to the security of communications.

Article 18 :

Mode of evidence

Providing the online credit card number and the final confirmation of the order by the customer constitute as proof of the entire transaction, pursuant to Law No. 2000.230 of 13 March 2000 as well as the enforceability of the regulations.

This confirmation counts as a signature and expresses acceptance of all operations performed on the online sales site.

The customer must keep the receipt as it is only this document the shall prevail in case of dispute over the terms of the order, as well as being necessary in case of inspection at the ski lifts.

Information relating to the validity of lift ticket that is marked on the card does not hold any contractual value.

Article 19

Data confidentiality:

The personal information provided by the customer when purchasing lift passes shall not be passed on to any third party; unless the customer expressly objects, it shall be included in the Company's customer file, the objective of which is to make up a ticket and consumption-tracking database. In accordance with Law 78-17 of 6th January 1978, the customer has the right to access and correct information held about him at any time. To exercise this right, the customer simply has to contact the Company.

Article 20

Intellectual property rights

The placing of hyperlinks to the pages of the website <http://www.skipass-chatel.com> used for the online sale of passes for the use of the ski lifts of Châtel and the Portes du Soleil without the express authorisation of the Châtel ski lift company is strictly prohibited.

Article 21

Applicable law and disputes

This contract is subject to French law. Although the contractual information is provided in English; only the original French version has validity under French law. Prior to any contentious procedure the parties are required to resort to a conciliation process. In the event of a contentious procedure, only courts under the jurisdiction of the Court of Thonon-les-Bains shall be deemed competent jurisdictionally.

These terms and conditions are supplemented by the "general terms and conditions of sale and use of lift passes" available for consultation at all sales outlets in the resort and which can also be downloaded from <http://www.chatel.com>.

The General Manager,
Mr Bernard Hugon



Article 1.a Terms and conditions of use (Summertime)

Single flight in variable to light wind conditions, according to orientation

- Minimum weight for user: 35 kg
- Maximum weight for user: 120 kg

Double flight in variable to light wind conditions, according to orientation

- Minimum weight for each user: 35 kg
- Maximum weight for each user: 95 kg

- Maximum permissible difference in weight between the two users: 40 kg
- Minimum weight for each pair of users: 90 kg
- Maximum weight for each pair of users: 150 kg

Average time interval between two flights: 5 minutes

Opening times for bookings: (more than 10 persons)

- 25 June through to 9 July: 10.00am – 12 noon, i.e., 40 persons
- 10 July to 21 August: 9.30am – 12 noon, i.e., 50 persons
- 22 August to the closure: 10.00am – 12 noon, i.e., 40 persons

A deposit of €10 per participant is payable at the time of booking. The amount of the deposit will be deducted from the invoice payable at the time tickets are collected from ticket counters. Deposits cannot be refunded, either in part or in full.

Changing a single to a double flight and vice versa

After they have purchased a single or double flight, customers who wish to do so are permitted change this to the other option, subject to suitable wind conditions.

Article 1.b Terms and conditions of sale during the summer season

The “Fantasticable” is a fixed-price activity that cannot be broken down into its component parts. Consequently, no refunds are payable where the user, for reasons of personal preference, uses only a single discovery line.

Prices include hire of safety equipment (helmet, harness, glasses), 1 return trip on the ski lifts providing access to the starting point (Pierre Longue chairlift and Les Rochassons chairlift), and 1 ride on each of the Fantasticable’s two discovery lines.

Reductions:

* Holders of a valid Multipass: 10% reduction.

Group prices apply as follows:

- * Group 1: groups of 8 to 20 persons (10% reduction and 1 free place for every 15 booked)
- * Group 2: groups of 21 to 35 persons (15% reduction and 1 free place for every 15 booked)
- * Group 3: groups of 36 persons or more (20% reduction and 1 free place for every 15 booked)
- * Holiday camp groups: “cohésion sociale” groups and groups staying in a holiday centre (25% reduction and 1 free place for every 10 booked)

No reductions are granted on the basis of the user’s age.

Article 2.a Terms and conditions of use (Wintertime)

Single flight in variable to light wind conditions:

- Minimum weight for user: 35 kg
- Maximum weight for user: 120 kg

Double flight in variable to light wind conditions:

- Minimum weight for each user: 35 kg
- Maximum weight for each user: 95 kg

- Maximum permissible difference in weight between the two users: 40 kg
- Minimum weight for each pair of users: 90 kg
- Maximum weight for each pair of users: 150 kg

Please note that during the winter season, the weight of skiing equipment (estimated at 10 Kg) must be included in this calculation.

Customers' snowsports equipment will normally follow every 3 to 5 customers. This will vary depending on visitor numbers.

Average time interval between two flights: 5 minutes

Opening times: 12 noon until the pistes close

Changing a single to a double flight and vice versa

After they have purchased a single or double flight, customers who wish to do so are permitted change this to the other option, subject to suitable wind conditions.

Article 2.b Terms and conditions of sale during the winter season

The "Fantasticable" is a fixed-price activity that cannot be broken down into its component parts. The price includes hire of safety equipment (helmet, harness, glasses), 1 single trip on the ski lifts providing access to the starting point (Pierre Longue chairlift and Les Rochassons chairlift), and 1 ride on the Fantasticable's first discovery line.

No price reductions are granted during the winter season.



**ADMISSION TO THE PARK IS CONDITIONAL UPON ACCEPTANCE
OF THESE INTERNAL REGULATIONS**

The high-level adventure course is a recreational area that enables participants to make their way around an elevated course, **independently** and acrobatically, within and between trees or other means of support, whether natural or otherwise. This is not a treetop trail activity called [*Accrobranche*].

The “high-level adventure course” is an activity that involves risk and is aimed at persons whose physical and mental capabilities must be sufficient to enable them to meet the safety requirements laid down by the operator.

It comprises several different activity sections arranged into colour-coded courses.

Access to the high-level adventure course is included in a package, the price of which covers:

- supply and fitting of users’ personal protective equipment (PPE). The various devices providing protection (against falls from height and impacts) are items of equipment intended to limit the consequences of falls or impacts. However, they do not systematically guarantee that the user will remain unharmed following any impacts or falls.
- a description of the activity: instructions on how to use the equipment and explanations given at the start of a session.
- practice on a trial course so that the participant can be approved by a member of staff.
- supervision, advice and/or help provided during a session.
- a return ticket for the gondola lift (Super Châtel gondola lift)

In the event of adverse weather conditions

(High winds, thunderstorms with a risk of lightning strikes, gusts of wind, etc.), the Management reserves the right to evacuate the courses, either temporarily or permanently, for your own safety.

➤ **Terms and conditions of access**

The public is not allowed access to the installations outside opening hours.

Access is strictly prohibited outside the context of this activity.

Once they leave the Chatel Aventures park, visitors cannot be readmitted.

The Management reserves the right to deny access to the park and to the installations to anyone who, in its opinion, does not meet the abovementioned conditions.

To be allowed to join in the activities, all participants must:

- Have previously taken out a public liability insurance policy.
- Be in good health and free of any physical or psychological disorders. All users undertake not to engage in these activities under the influence of alcohol, drugs or medication that might impair their abilities.
- Pay an admission charge in advance.
- Be equipped with safety equipment (climbing harness, twin lanyard, 2 carabiners, 1 pulley) provided by us and checked prior to each departure. All equipment taken off and/or put on must be checked by a member of staff. Only personal protective equipment supplied by Chatel Aventures staff can be used within the park.
- Have followed the explanations given at the start of the session and, in the opinion of a member of staff, have successfully completed the test course: **participants must meet this requirement before setting off on any courses.**

- Super Parc (blue, red and black courses): Be at least 1.35 m tall and at least 9 years old. Persons who are between 1.35 m and 1.50 m tall must be accompanied by an adult who is following the course.
- Kid Parc (green courses): Be aged between 5 and 8, and between 1.05 m and 1.35 m tall.
- P'tit Kid Parc: Be aged between 2 and 4, and less than 1.05 m tall.
- Children following the Kid and P'tit Kid courses **must be accompanied** by a responsible adult at the time they register, and this adult must continue to be present **throughout the activity**.
- Have taken due note of the **documents on display** relating to:
 - the safety rules and explanations concerning the equipment to be used,
 - the various markings and signs used, as described at the time that the explanations are given at the start of the session, so that visitors can use the adventure course independently.
- Obey the instructions on how to use the activity sections, and in particular the special instructions concerning moving forward and safety.
- Abide by the number of persons allowed in each activity section and on each platform, i.e., one person per activity section and no more than three persons at a time on one platform; and consult the signs at the entrance to each activity section.

**CUSTOMERS FOLLOW THE VARIOUS COURSES IN AN INDEPENDENT CAPACITY:
THEY ARE RESPONSIBLE FOR THEIR OWN SAFETY**

➤ **Conduct within the park.**

Customers are not allowed to smoke or to use mobile phones while taking part in the activities. Customers must always behave responsibly and prudently:

- Customers are strongly recommended to wear appropriate clothing and closed shoes while engaging in outdoor activities.
- Customers are recommended not to keep on their person any objects that might fall, and to tie back long hair.

Pedestrians, visitors and accompanying persons are allowed to move around within the park (See general rules).

They are required to:

- display vigilance and prudence, both as regards falling objects and the ground beneath them and the surrounding vegetation. (Please bear in mind that high-level adventure courses are located in woodlands.);
- heed the warning signs in force and must not inconvenience users by moving or stopping close to the workshops and the points where the zip wires reach the ground.
- follow the waymarked routes and signs on the ground.
- refrain from moving outside the routes indicated on the ground (this is strictly prohibited).
- refrain from running along the paths (this is strictly prohibited).
- respect the environment (do not pick any plants or flowers or drop any objects of any kind).
- refrain from smoking and starting fires (these are prohibited).
- refrain from bringing dogs into the park.
- The Management is unable to accept any liability in the event of losses or theft within the park, or from the reception chalet and the car park.

The Management reserves the right to:

- exclude anyone who does not follow the rules or whose conduct poses a danger either to themselves or to others.
- or is disrespectful to persons or to the installations or the environment,
- take or implement any decision that in its view is justified.

**THE COMPANY IS UNABLE TO ACCEPT ANY LIABILITY
IN THE EVENT THAT THE SAFETY RULES
OR THESE INTERNAL REGULATIONS ARE NOT FOLLOWED.**

Article 1.b Terms and conditions of sale during the summer season

Prices include the supply and fitting of users' personal protective equipment (PPE) and a return ticket for the gondola lift (Super Châtel gondola lift)

“Châtel Aventures” is a fixed-price activity that cannot be broken down into its component parts. Consequently, no refunds are payable where the user, for reasons of personal preference, does not use their gondola lift ticket.

Prices apply to the individual courses (P'tit Kid, Kid or Super parc), and vary according to the height and age of participants (see regulations above).

Reductions:

* Holders of a valid Multipass: 10% reduction.

Group prices apply as follows:

- * Group 1: groups of 13 to 49 persons (10% reduction and 1 free place for every 20 booked)
- * Group 2: groups of 50 to 100 persons (20% reduction and 1 free place for every 15 booked)
- * Holiday camp groups: “cohesion sociale” groups and groups staying in a holiday centre (20% reduction and 1 free place for every 10 booked)


The General Manager,
Mr Bernard HUGON

Article 1.a Terms and conditions of use of summer bobsled

REGULATIONS APPLICABLE TO PRE LA JOUX-SUMMER BOBSLED RUN

Bobsled users please note:


The run you will go down has been specially designed to be as enjoyable as possible but also to provide the required level of safety.

Keep both hands on the control lever.

Do not touch the run with your hands.

Children less than 1.25 m tall are allowed on the bobsled run only if accompanied by an adult.

Children less than 0.80 m tall are not allowed on the bobsled run, even if they are accompanied.

 **To ensure your safety, it is essential to obey the following rules:**

- Never stand up while ascending or descending and never step out of your bobsled.
 - Scrupulously follow the instructions given on the warning signs
 - You must keep your speed under control and maintain a distance of at least 15 metres from the bobsled in front of you. If you see someone in front of you, apply the brake immediately.
 - Stopping is strictly prohibited during the descent.
 - Due to the effects of centrifugal force, do not brake sharply on bends and turns.
 - If you cause a pile-up, and if you fail to abide by the safety rules, the company's staff are authorised to permanently exclude you from the track, and if applicable, to confiscate your card without paying any compensation.
 - On a two-man bobsled, the passenger must be positioned in close contact with the driver so they are at the same angle during the descent. The passenger must not remain in a vertical position while the bobsled is negotiating turns because this might cause both of you to fall. Riding a bobsled is like riding a motorbike.
 - If you are on the bobsled with a child, he/she must be positioned in front of you. He/she must keep his/her hands on the lever. However, it is you who must operate this lever and regulate the speed.
 - As you approach the end of the run, slow down, as instructed by the warning signs.
 - In the finish area you must adopt a slow speed when moving onto the bobsled conveyor belt.
 - If you have a card entitling you to several bobsled ascents, you must exit the bobsled at the end of the run and pass through the turnstile to the central payment desk.
 - In the event of rain, if the run is wet or for various other reasons, the operator reserves the right to close the bobsled run if it deems that the safety conditions are not optimal.
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- LOOSE CLOTHING is prohibited. The bobsled driver must wear appropriate clothing when using the installations, to avoid suffering friction burns and grazing in the event of a fall. SHOES must be closed (sandals and flip-flops are prohibited).
 - Persons under the influence of alcohol are not allowed to use the bobsled run.
 - WEARING A HELMET is compulsory for children and recommended for adults.
Only helmets supplied by the company can be used.
 - Users ARE NOT ALLOWED TO CARRY ANY OBJECTS IN THEIR HANDS OR POCKETS (mobile phones, cameras, camcorders, etc.) or to use on-board cameras.
 - SMOKING, EATING AND DRINKING ARE ALL PROHIBITED on the bobsled run.
 - As this activity may be hazardous for PREGNANT WOMEN, they ARE NOT ALLOWED to take part in it.
 - Users of the bobsled run agree to abide by these regulations. If they do not follow the instructions, their pass may be confiscated, and they will not be entitled to a refund.

Article 1.b Terms and conditions of sale for the bobsled run

1 run and 5 runs issued on a free-of-charge, hands-free recyclable card.

10 runs and more issued on a hands-free ISO-type card to be returned to the ticket counter.

Tickets must be consumed during the current season. After this time, they cannot be used, and no reimbursements or deferrals of validity can be granted.

Opening times for bookings: (more than 10 persons)

10.00am to 12 noon (200 bobsleds/hour)

Reductions:

* Holders of a valid Multipass: 10% reduction.

* Holiday camp groups: “cohésion sociale” groups and groups staying in a holiday centre: tiered pricing.

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