

# GENERAL TERMS OF SALE AND USE OF SATA 2 ALPES LIFT PASSES

SPRING 2024 - SUMMER 2024 - WINTER 2024/2025

SATA 2 Alpes - Place des 2 Alpes - 38860 LES DEUX ALPES

Mixed ownership company with a capital of €17,718,480 - Grenoble trade and companies registers B775 595 960 00052 Intracommunity VAT no.: FR04

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### 1. GENERAL

Purchase of a lift pass implies knowledge and acceptance by the person (hereafter referred to as the "client") of all these GTSU, without affecting the usual appeal procedures. If any provision of these terms should be found lacking, it will be considered governed by current standard practice among lift operators whose head offices are located in France.

These terms of sale may be modified unilaterally without prior notification by SATA. The enforceable terms are those applicable on the date of the client's order. They can be consulted at any time on the <a href="https://www.skipass-2alpes.com">www.skipass-2alpes.com</a> website and shall prevail over any other version or contradictory document, if relevant.

### 2. LIFT PASSES

The lift pass is a transport ticket saved on a rechargeable card accompanied by a sales receipt.

During its period of validity, it enables access to the lifts in service corresponding to the lift pass category specified and subject to the terms and conditions detailed below. The user must have their lift pass and the corresponding sales receipt with them whenever they access the Ski/MTB/Pedestrian area. The user must activate the pass on the first day of use within the area of the company issuing the pass.

To enable the transmission of encoded information when the pass is read by the inspection terminals, the pass must be carried on the left, away from telephones, keys and any other form of packaging containing any aluminium.

Two passes must never be carried at the same time, even if one of them has expired. This strict rule also applies to passes with non-consecutive and non-dated days: SATA cannot be held liable for the simultaneous activation of several passes carried by a single person on the same day.

The main lift pass prices are displayed at the sales desks. The full price list can be consulted on the <a href="www.skipass-2alpes.com">www.skipass-2alpes.com</a> website and on the resort's price brochure.

#### 3. TRANSPORT TICKET CARDS

Magnetic cards are sold at the indicative price of €2 inc VAT.

They can be recharged several times, with a 3-year guarantee subject to normal conditions of use.

These cards can be recharged directly at SATA sales desks or via the <a href="www.skipass-2alpes.com">www.skipass-2alpes.com</a> on-line store, or via any of the electronic devices proposed in the resort (tablets and terminals). The lift pass / transport ticket saved on the rechargeable card must be used in full or have expired before the card can be recharged with another transport ticket, excluding pass extensions.

Please note: SUPERNOVA 3 resort season ski passes are only available as a first purchase with a free dedicated support and are valid for the 2024/2025 winter season. It will not be possible to recharge passes on this support after the 2024/2025 winter season.

## 4. INSURANCE PROPOSED

SATA, manager of the 2 Alpes ski area, is registered with Orias (<u>www.orias.fr</u>) as an agent of an insurance intermediary under number 19008665 and is supervised by ACPR (Autorité de Contrôle Prudentiel et de Résolution) 4 Place de Budapest – CS 92459 – 75436 Paris Cedex 09 - France.

The ski and leisure sports insurance offered by Sata Group as an option with its ski passes is optional but highly recommended. Customers can choose to take out Assur'Glisse or Assur'Green daily insurance or Assur'Glisse Premium Season insurance. Each insurance policy is personal and strictly linked to a ski pass valid for the same person, the same ski area and the same dates. Assur'Glisse Saison Premium insurance also covers the skier in other French and border areas accessible with a ski pass purchased in France. The general terms and conditions of the products concerned can be consulted on the "Sports and Leisure Insurance" page of the Les 2 Alpes website and at www.assurglisse.com. The service for policyholders (customer service / compensation) is managed by WTW Montagne, Service Assur'Glisse, 3B rue de l'Octant, BP 279, 38433 Echirolles Cedex, +33 (0)9 72 22 45.

The insurer and assistance provider for the Assur'Glisse / Assur'Green programme is Mutuaide (Groupama). It can be contacted on +33 (0)1 55 98 71 46 for repatriation assistance.

## 5. TERMS OF ISSUE AND INSPECTION OF TRANSPORT TICKETS

Ticket validity expressed in days implies "consecutive" days from the date indicated.

However, the following are also available:

- "tickets for consecutive hours". The number of hours is counted without interruption, considered as consecutive after the first activation at the first lift terminal. Any credit remaining at the time of lift closure is lost: it may not be used on another day, nor refunded nor exchanged;
- "access" or "runs": An access is valid once for a single or return journey on a single lift. Runs are valid once for a single trip on a lift. These passes are not dated and can be used during the current season;
- non-dated and non-consecutive day passes and season passes: these passes are valid for one season only (winter or spring or summer) except for winter season passes which include the preceding October/November period. Any credit remaining at the end of said season is lost: it may not be used the following season, nor refunded nor exchanged;
- annual Tickets: their validity periods are specified at the time of purchase and depend on the specific clientele to whom they are offered. For shareholders, the annual pass is valid for the winter season and the following summer season, excluding the spring season. For the 2 Alpes ski club, the annual pass is valid for the winter season, the following spring season and the following summer season:
- in summer only, dated pedestrian or MTB Freedom passes for 3 non-consecutive days: the period of validity covers 7 days from the selected date of validity. Any credit remaining at the end of this 7-day period is lost: it may not be used the following season, nor refunded nor exchanged.

## 5.1- Photos:

The sale of Season, 10 non-consecutive days passes, 1-day Emblem pass, 1-day summer ski-club pass and AEON PASS is subject to the provision of a recent photo, full face view, taken without sunglasses or hat. The photo is to be changed every 2 years for holders over the age of 13 and every year for under 13s. A photo must be provided for one day and longer passes for children under 5, seniors aged 72 and over and for all free passes.

#### 5.2- Proof of identity:

**Proof of identity** must be provided to obtain age-related price discounts. Children under 13 and seniors over 65 must provide proof of their age. Reduced price and free passes are proposed to different categories of people according to the terms displayed at the sales desks or on the website. These reduced price or free passes are granted subject to presentation at the time of purchase of official documents proving eligibility for the price advantage. No photocopied documents will be accepted. No reduced prices or free passes will be granted after purchase. Reminder: lift passes are personal and may not be sold or given to any other person. The user is therefore responsible for keeping their ticket to prevent illicit use by a third party.

SATA is duly certified to demand proof of age and family affiliation. Our certified inspectors may check any such documents at the bottom of the lifts.

Free passes for children under 5 and seniors aged 72 and over, reductions (children 5-12 and seniors over 65) for season passes and holiday/day passes: the age considered is the age on the official date of the start of the season for season passes and the age on the date of the first day of validity for holiday or day passes.

#### 5.3- Reductions

### In winter:

The Family Package applies to adults with at least 2 children and must be made up of a minimum of 3 people including exactly 1 or 2 adults or seniors (19-71 years old) and at least 2 children or juniors (5-18 years), within the limit of 6 children or juniors. The price applies to 6- or 7-day ski passes, of the same duration, with identical validity dates, purchased under a single payment. Free passes for children under 5 or seniors 72 and over, walkers' passes and any other free or reduced price passes cannot be counted in the Family Pack. The Crew Package applies to adults only and must consist of a minimum of 3 adults (19-64 years old), within the limit of 6 adults. The price applies to 6- or 7-day ski passes, of the same duration, with identical validity dates, purchased under a single payment. Free passes for children under 5 or seniors 72 and over, walkers' passes and any other free or reduced price passes cannot be counted in the Crew Package. Offer available exclusively online (www.skipass-2alpes.com) up to 3 days before the start date of the skipass. No sales are possible on site (at the lift pass office or self-service machines).

### In spring::

(\*) More info on www.skipass-2alpes.com

The Family Discovery Package applies to adults with at least 2 children and must be made up of a minimum of 3 people including exactly 1 or 2 adults or seniors (19-71 years old) and at least 2 children or juniors (5-18 years), within the limit of 6 children or juniors. The price applies to 1-day ski passes of the same duration, with identical validity dates, purchased under a single payment. Free passes for children under 5 or seniors aged of 72 and over and any other free or reduced price passes cannot be counted in the Family Discovery Package.

### In summer::

The Family Discovery Package applies to adults with at least 2 children and must be made up of a minimum of 3 people including exactly 1 or 2 adults or seniors (19-71 years old) and at least 2 children or juniors (5-18 years), within the limit of 6 children or juniors. The price applies to 1-day MTB passes or 1-day pedestrian passes, of the same duration, with identical validity dates, purchased under a single payment. Free passes for children under 5 or seniors aged of 72 and over and any other free or reduced price passes cannot be counted in the Family Discovery Package.

#### 5.4- Payment conditions

Payments are made in Euro, including all taxes subject to the VAT rate applicable on 1 January. Prices will be modified according to changes in VAT rates.

Payments at the sales desks can be made in cash, by French cheque made out to SATA (present proof of identity), by credit card (Visa, Eurocard Master Card or American Express), or by ANCV holiday vouchers (present proof of identity). On-line purchases may only be paid by Visa or Eurocard Master Card or American Express credit cards, electronic holiday vouchers (Chèques Vacances Connect), and in compliance with the provisions defined in the specific terms of remote sales, see <a href="https://www.skipass-2alpes.com">www.skipass-2alpes.com</a>.

When booking online, orders from € 650 and with a limit of € 5000 can be purchased in 3 (three) instalments without additional charges, subject to acceptance of the application by the credit institution, the partenaire so-called Alma. See Specific Terms Of Remote Sale §8.5 Payment conditions.

#### 5.5- Sales receipt

Each lift pass is issued with a sales receipt indicating the type of transport ticket, validity dates, unique number and insurance, if purchased. This receipt must be kept and presented for possible future use (lost pass, insurance, emergency rescue, etc.). The receipt is your proof of insurance, if purchased.

#### 5.6- Photo/film in fun areas

Clients using the facilities are photographed or filmed and can obtain the photo or video from the partner website.

#### 5.7- Inspections and violations of the transport clauses

Non-compliance with police regulations. The client must carry their lift pass for all trips on the lift, from the bottom station to the top station. If a certified inspector finds that a client has no lift pass, is using an invalid transport ticket or is failing to comply with the police regulations displayed at the bottom of the lifts, the following penalties will apply:

- Payment of a set fine, thus discontinuing legal action. This fine is equal to FIVE (5) times the value of the day transport ticket for the 2 Alpes area, plus any applicable administrative

- fees, whose amount is set by current regulations. The defaulting client must also pay for the transport ticket. (Articles L342-15, R342-19 and R342-20 of the French tourism code, Articles 529-3 and onwards of the French code of criminal proceedings)
- Legal action: the certified inspectors may request presentation of any documents to justify the price advantages granted to the holder of a reduced price or free transport ticket. If the defaulting client refuses or is unable to provide proof of identity, the certified inspector immediately reports to an investigating officer of the police nationale or the gendarmerie nationale with jurisdiction over the area concerned, who can order immediate presentation of the defaulting client. The certified inspector may also confiscate the pass in order to

As part of our fraud prevention campaign, users are informed that photographs are taken automatically at 2 Alpes-SATA inspection terminals. These photographs are compared with lift pass photos by the certified inspectors to enable fraud detection. These photographs are only used by the operator. They are conserved only for the period of validity of the ticket of the user photographed.

### 6. TERMS OF USE

Only the information in the chip on the card is considered legally binding.

#### 6.1- No transmission or resale

A lift pass is personal; it may not be given, transferred or loaned free of charge or in exchange for payment. This is why passes must be purchased from the official points of sale only. SATA cannot be held liable for any failings or non-fulfilment of offers proposed by partner companies.

#### 6.2- Lift pass refund

### a - Unused or partially used passes

If the pass or transport ticket issued is not used or totally used during the current season for reasons imputable to the client, no exchange or postponement to the following season or refund will be proposed. This strict rule applies to season passes, consecutive or non-consecutive day passes, winter activities (first tracks, groomer,etc.), summer activities (toboggan, etc), Activities packs and partner activities. Transport ticket holders should find out about possible insurance policies before making any purchase.

Clients wanting to cancel a holiday pass (2 to 15 consecutive days) and get a full free refund, must request cancellation at least seven days before the first ski day.

#### b - Loss, destruction or theft

If a transport ticket with remaining validity of one (1) or more days is lost, damaged or stolen, a duplicate pass can be issued for the remaining validity upon presentation of the sales receipt. The cost of pass re-issue is €5. Passes that are found are sent to the central sales office in Place des 2 Alpes. Stolen, lost or damaged passes that are replaced will no longer work at the terminals. The cost of re-issue of a duplicate pass will not be refunded if a client finds their lost pass.

#### c - Lift closure or service interruption

Only an interruption of at least four (4) consecutive hours concerning more than eighty percent (80%) of the lifts will give rise to compensation for dated and consecutive days titles for the prejudice suffered by the client. The client may choose any of the following forms of compensation in such cases: A/ immediate extension of transport ticket validity.

B/ a credit note in Euro whose value is equal to the average price per day of the ticket purchased (e.g.: for a 6-day pass, average day price = 6-day price / 6). To be used before the end of the following winter season (N+1) for winter and Toussaint Title, and to be used before the end of the following summer season (N+1) for spring and summer Title.

C/ or subsequent refund as following: for 2 to 15 days ticket, consecutive, refund of 100% of the average price of the day of the pass purchased (e.g.: for a 6-day pass, average day price = 6-day price / 6) per day of service interruption or 50% of the average price of the day of the purchased per half-day of service interruption.

Compensations B and C must be requested via the contact forms indicated on the <a href="www.skipass-2alpes.com">www.skipass-2alpes.com</a> website, in the "A team at your service" section, within one (1) month of the event, and sales receipts must be provided. The compensation will be provided within three (3) months of receipt of all documents.

Only tickets purchased and paid for directly to SATA by clients will give rise to compensation. No compensation will be provided for season and non-consecutive title, pedestrian titles, MTB titles, winter activities (first tracks, groomer,etc.) and summer activities (toboggan, etc) in the event of service interruptions or early closure of the ski area. The compensation options described herein discharge SATA of any liability and are exclusive of any other form of compensation.

If customers have purchased and paid for their tickets through an intermediary operator (e.g. tour operators, accommodation providers, ski schools, etc.), they must send their request directly to the intermediary operator, as they are subject to their operator's terms and conditions.

## d - Illness, accident or other personal event

No credit note, postponement or refund will be made for transport tickets not used for reasons related to accidents, illness or any other personal situation (except for death of a close family member, justifying documents to be provided), regardless of the validity remaining. Transport ticket holders should find out about possible insurance policies before making any purchase.

#### c - Claims not related to lift closure or service interruption

Any claims should be sent to SATA within one (1) month of the event concerning the claim, on-line via the www.skipass-2alpes.com website, in the "A team at your service" section, or by post to SATA 2 Alpes, Customer Service, Place des 2 Alpes, 38860, Les Deux Alpes, France. Our customer service department will reply within one (1) month. If no satisfactory response is received within the aforementioned period, the client may contact the tourism and travel mediator. Terms and contact details are available on the <a href="https://www.mtv.travel">www.mtv.travel</a> website. The opinion of the mediator is not binding upon the parties of the contract. If no amicable agreement is reached, the claim may be brought before the competent court.

## f - Force majeure situations

As per the provisions of article 1218 of the French civil code, force majeure applies to contract situations if an event beyond the control of the seller, that could not have been reasonably anticipated at the time of signature of the contract and whose effects cannot be avoided by implementing appropriate measures, prevents the seller from fulfilling its obligations.

#### Spring

If a force majeure situation results in long-term closure or early closure of the ski area, SATA will not refund or compensate holders of season or non-consecutive days passes after 25 days of partial or total opening of the ski area.

If a force majeure situation results in long-term closure or early closure of the area, SATA will not refund or compensate holders of season or non-consecutive days passes after 45 days of partial or total opening of the MTB/pedestrian area.

(\*\*) For on-line purchases, the GRANDE GALAXIE coupon must be collected from the SATA sales desk before you go to a partner resort. For on-line clients, the pass must be activated on the first ski day in the resort that issued the pass.

If a force majeure situation results in long-term closure or early closure of the ski area, SATA will not refund or compensate holders of season or non-consecutive day passes after 90 days of partial or total opening of the ski area.

## 7. PANDEMIC

#### 7.1- Health measures:

#### a/ Compliance with protective measures

Within the framework of a declared health emergency related to a pandemic, SATA operator has put in place special measures to meet the regulatory health requirements according to the government measures in force.

The client is obliged to respect the regulatory rules and hygiene measures.

In particular, the client is obliged to respect the written and verbal instructions (and any pictograms that may be used to supplement them) that will be given to him by SATA operator and its staff, both before and during his presence on site and during the performance of the service. Consultation of the measures at the various points of sale and on the website <a href="https://www.skipass-2alpes.com/fr/dispositif-sanitaire-les2Alpes.">https://www.skipass-2alpes.com/fr/dispositif-sanitaire-les2Alpes.</a>

In the event of non-compliance with the system, SATA operator reserves the right to refuse access to the ski area to a client in order to guarantee the health of its clients and staff.

7.2- Interruption or cancellation of holidays due to a decision by a French national or local administrative authority (public authority) or resulting from any measures decided by such authorities

If a French national or local administrative authority should make a decision (closure, etc.) or implement one or more measures to restrict travel by people with the effect of preventing a client from using a transport ticket purchased from SATA, any unused days will be refunded in full. (Please see section 7.4 to 7.6 for season passes.)

#### 7.3- List of specific situations in which a full refund will be made up to the day before the first ski day (justifying documents indicated in brackets)

- Border closure by the French government.
- Border closure by the government of the client's country of origin or transit country (link to the official information page).
- Ban on non-essential travel by the government in the client's country of origin (link to the official information page).
- Flight cancellation due the pandemic (letter or email from the airline concerned).
- Airport/station closure in France or in the client's country of origin (link to the official information page).
- Limit on distance travelled around the home.
- Quarantine (or period of isolation of any duration) imposed by France or by the client's country of origin (link to the official information page).
- Client tested positive for the virus concerned by the pandemic during the 7 days before arrival (medical certificate).
- Closure of the resort and/or ski lifts due to the pandemic.

## 7.4- SPRING - Refund conditions for season passes at the public price

If the ski area is not opened at all during the spring season: 100% refund or renewal of the pass for the following summer season.

In the event of closure during the season:

- If the area is open for 25 days or more, no refund will be made.
- If the area is open for less than 25 days during the season, the amount refunded will be calculated in proportion to the number of days of closure.

#### 7.5- SUMMER - Refund conditions for season passes at the public price

If the MTB / pedestrian area is not opened at all during the summer season: 100% refund or renewal of the pass for the following summer season. In the event of closure during the season:

- If the area is open for 45 days or more, no refund will be made.
- If the area is open for less than 45 days during the season, the amount refunded will be calculated in proportion to the number of days of closure.

### 7.6- WINTER- Refund conditions for season passes at the public price passes

If the ski area is not opened at all during the winter season: 100% refund or renewal of the pass for the following winter season.

In the event of closure during the season:

- Less than 30 days of closure: no refund
- Closed 30-59 days: choice of 15% refund or credit note
- Closed 60-89 days: choice of 30% refund or credit note
- Closed 90-119 days: choice of 45% refund or credit note
   Closed 120-149 days: choice of 60% refund or credit note

## 7.7- Refund procedure

For points 7.2, 7.3, 7.4, 7.5 and 7.6, the client must submit the refund request to SATA 2 Alpes via the on-line form in the "A team at your service" section of the skipass.2alpes.com website, along with the justifying documents indicated. The pass will be refunded within three (3) months of the date of closure of the season of the ticket concerned.

In the case of a "Season" pass, the refund can only be calculated after the date of closure, in order to take in account possible reopening of the ski area during the course of the season. Once the complete dossier has been received, SATA 2 ALPES has a period of 30 days to make the refund.

## 8. REMOTE / ON-LINE / INTERNET SALES

See the specific terms applicable to remote sales: https://www.skipass-2alpes.com

## 9. AUTOMATIC PROCESSING OF NOMINATIVE INFORMATION

Personal information collected during the sales process is intended to enable the issue of lift passes and the sale of associated services. Such information is kept for three (3) years and is accessible to SATA sales staff and the technical department responsible for ticketing.

You have the right to access, rectify, erase and transfer your personal data. You can exercise this right by contacting:

- By email: dpo@sataski.com
- By post: SATA BP 54 38750 ALPE D'HUEZ FRANCE

You have the right to register a claim with CNIL if you believe your data protection rights have not been respected

For more information on the GDPR and the data collected, please consult the www.skipass-2alpes.com website.

## 10. ACCESS TO THE AREA (\*)

## In spring:

Spring ski area open from 29/04/2024 to 07/07/2024, subject to sufficient snow and ski conditions. This period may be extended before and/or after the main season.

- Spring ski passes: all these passes, during their period of validity, include access to the lifts used for the downhill ski slopes, MTB trails and pedestrian trails when they are open. The season (and assimilated) ski pass will be available for sale only until June 11th, 2024.
- AEON Training passes: all these passes, during their period of validity, include access to the lifts used for the downhill ski slopes and MTB trails when they are open and are limited to a specific customer category.
- Pedestrian passes include access to 3200m from Monday to Friday, and access to 3400m on weekends and long weekends in May and the first 2 weekends in June (no downhill skiing or mountain biking).

### In summer:

Summer MTB and pedestrian areas open from 15/06/2024 to 01/09/2024. This period may be extended before and/or after the main season.

- MTB passes: all these passes, during their period of validity, include access to the lifts used for the MTB and pedestrian trails.
- Pedestrian passes include access to 7 lifts (no access to the downhill ski area and Grande Galaxie MTB area) until July 7th (glacier access closed) then 4 lifts from July 8th to 12th then 5 lifts.
- Pedestrian access passes allow a single trip or return trip at choice to one selected lift.
- Alpette chairlift summer sledging: access with a valid 2-day or longer spring ski pass (limited number of trips), subject to the toboggan opening, or a specific transport ticket purchased individually or as a pack of several tickets. These tickets are valid only during the current summer season and cannot be exchanged or refunded.
- 3 resort pass: Alpe d'Huez, Les 2 Alpes, La Grave. For MTB, these passes give access throughout the current summer season to the ski lifts serving the MTB trails of these 3 areas.

Autumn 2024: from 19/10/2024 to 04/11/2024. This period may be extended before and/or after the main season.

Opening of the ski area, subject to sufficient snow and ski conditions.

(\*) More info on www.skipass-2alpes.com

(\*\*) For on-line purchases, the GRANDE GALAXIE coupon must be collected from the SATA sales desk before you go to a partner resort. For on-line clients, the pass must be activated on the first ski day in the resort that issued the pass.

Opening of the MTB and pedestrian areas, subject to sufficient weather conditions.

#### In winter:

Opening of the 2 Alpes winter area: from 30/11/2024 to (date to specify). This period may be extended before and/or after the main season.

- Les 2 Alpes downhill ski passes: all these passes, during their period of validity, include access to the lifts used for the downhill ski slopes.
- Les 2 Alpes pedestrian passes include access to 10 lifts (no access to the downhill ski area and Grande Galaxie).
- Les 2 Alpes pedestrian access passes allow a return trip to one selected lift, except for La Côte chairlift in single trip up access only.

For any winter 2024/2025 season pass purchased, the Autumn period is included free of charge and no refunds will be made if the area is not opened.

- Supernova 3 resorts season ski pass: this pass allows access to Les 2 Alpes during Autumn 2024 opening dates, and to Les 2 Alpes, Alpe d'Huez and La Grave throughout the Winter 2024/2025 season.

#### Access to La Grave/La Meije area:

SATG have been operating the Meije glacier cable cars since 15th June 2017 and are responsible for the safety of their customers until they leave the lift stations and within the marked, secured pistes of the ski area. Outside of these zones, you are entering a high mountain off-piste area and are entirely at your own risk and responsibility.

High Mountain Area Safety Information: the La Grave La Meije municipality ask clients to be especially aware of the following facts: the client is entering a high mountain offpiste area. It is necessary to consult with security patrollers, ask their advice in order to choose the best possible routes, and check information boards and weather reports posted at the cable car departure point and in the lift stations. It is highly recommended to always carry an avalanche transceiver, shovel and probe with you. By purchasing the SUPERNOVA premium package, or any package granting access to the La Grave area, the client accepts that he is entering a high mountain off-piste area entirely at his own risk and responsibility.

#### AEON PASS: Les 2 Alpes, Alpe d'Huez, La Grave ski areas

Before each trip to the AEON PASS partner resorts of La Grave and Alpe d'Huez, the customer must check with the ski area of the chosen resort (snow conditions, ski area openings.etc.).

Transportation between stations remains the responsibility of the customer. In the event of degraded operating conditions during a day of skiing, the customer must contact the customer service of the concerned resort.

The dates of validity of AEON PASS correspond to the winter opening dates of each ski area.

The Terms & Conditions of the ski areas can be viewed on their respective websites:

T&C Alpe d'Huez: https://skipass.alpedhuez.com/

T&C La Grave: https://la-grave.com/

## 11. INFORMATION ON SALES ADVANTAGES (\*)

Special price or free passes, passes for seniors aged 72 and over, pedestrian passes (see indications on sales receipts) are not eligible for the advantages proposed by our partne

SATA declines any liability for the operating conditions of these partner resorts. Before making the journey to a Grande Galaxie resort or La Grave, client should find out current conditions from the resort operator (snow cover, ski or MTB area opening times, presentation at the sales desk, etc.). Transport from one resort to another is not included and remains at the client's charge.

#### In spring:

The 20 non-consecutive days or "ski club pays" season ski passes give access to 10 sledging sessions valid from June 1st, 2024 to September 1st, 2024.

The 20 non-consecutive days ski passes and 5-10 days ski passes give access to 1 golf practice session at the golf club of Les 2 Alpes, upon presentation of the sales receipt, subject to the partner opening.

From June 1st, 2024, 2-5 days ski passes give access to 3 runs of toboggan.

From June 1st, 2024, 6-10 days ski passes give access to 6 runs of toboggan

#### In summer:

#### **ADVANTAGES GRANDES ALPES (\*\*):**

2 Alpes 6-10 day (consecutive) MTB passes benefit from Grandes Alpes MTB access without going to the cash desk; 1 day in Alpe d'Huez.

2 Alpes season MTB passes benefit from Grandes Alpes MTB access without going to the ticket office: 2 days at Alpe d'Huez.

Grandes Alpes\*\* validity dates: as soon as the MTB areas are open.

## GRANDE GALAXIE MTB (\*):

2 Alpes 6-10 day (consecutive) MTB passes include access to the Grande Galaxie MTB area. Presentation of the pass and sales receipt issued with the pass(\*\*) at the sales desk: 1 day in Montgenèvre and 1 day in Puy Saint Vincent.

2 Alpes season MTB passes include access to the Grande Galaxie MTB area. Presentation of the pass and sales receipt issued with the season pass(\*\*) at the sales desk: 2 days in Montgenèvre, 2 days in Serre Chevalier/Briançon and 2 days in Puy Saint Vincent.

2 Alpes season MTB passes include access to the Grande Galaxie MTB area. Presentation of the pass and sales receipt issued with the season pass(\*\*) at the sales desk: 2 days in Montgenèvre, 2 days in Serre Chevalier/Briançon and 2 days in Puy Saint Vincent

Grande Galaxie MTB\* validity dates: first weekend of July 2024 until last weekend of August 2024, subject to identical opening of the MTB areas concerned by the partnership deal

#### In winter:

### ADVANTAGES GRANDES ALPES (\*\*):

2 Alpes 6-10 day (consecutive) downhill ski passes benefit from Grandes Alpes access without going to the cash desk: 2 days in Alpe d'Huez.

2 Alpes season downhill ski passes benefit from Grandes Alpes access without going to the ticket office: 10 days in Alpe d'Huez.

Grandes Alpes\*\* validity dates: as soon as the ski areas are open. Due to the Tomorrowland event (date to specify), the agreements with Alpe d'Huez are suspended for 6-day to 10-day ski passes.

#### **GRANDE GALAXIE (\*):**

2 Alpes 6-10 day (consecutive) downhill ski passes include access to Grande Galaxie resorts. Presentation of the pass and sales receipt issued with the pass(\*\*) at the sales desk: 1 day in Montgenèvre, 1 day in Serre Chevalier/Briancon and 1 day in Puy Saint Vincent and 1 day in Sestrières.

2 Alpes season downhill ski passes include access to Grande Galaxie resorts. Presentation of the pass and sales receipt issued with the season pass(\*\*) at the sales desk: 3 days in Montgenèvre, 3 days in Serre Chevalier/Briançon and 3 days in Puy Saint Vincent and 3 days in Sestrières.

Grande Galaxie\* validity dates: from December 21st, 2024 to the closure of the resorts (subject to the reciprocity of opening of the concerned resorts). Due to the Tomorrowland event (date to specify), the agreements with Alpe d'Huez are suspended for 6-day to 10-day ski passes.

Grandvalira: 2 Alpes season downhill ski passes include access to 3 days to Grandvalira, upon the presentation at the sales desk of the pass and sales receipt issued with the season pass or the coupon collected at the SATA sales desk, during the opening dates of the Grandvalira resort (date to specify).

#### La Grave:

Upon presentation of a valid 6-day ski pass or more, consecutives, or a valid 2 Alpes season ski pass, and its proof of sale (sale receipt or order confirmation) at the cash desks of La Grave, obtaining of a discount of 25% on La Grave daily ski pass – available throughout the season.

SUPERNOVA 3 RESORT SEASON PASS: To refer to the advantages book furnished with the Supernova pass.

## 12. WINTER AND SUMMER ACTIVITIES SOLD ON BEHALF OF PARTNERS

The Seller also proposes the sale of winter activities on behalf of partners (hereafter referred to as the "Partners"); the list of these Partners is provided in Appendix 1 of these terms of sale:

- "SAF": sold by reservation on behalf of a Partner at all sales desks.
- "ice cave": sold on behalf of a Partner at all sales desks and on-line via the website, as a preferential price option with the purchase of a 1-day or 6-day pedestrian pass as indicated in the price lists.

) More info on www.skipass-2alpes.com

(\*\*) For on-line purchases, the GRANDE GALAXIE coupon must be collected from the SATA sales desk before you go to a partner resort. For on-line clients, the pass must be activated on the first ski day in the resort that issued the pass.

General terms of sale and use of SATA lift passes spring 2024 / summer 2024 / winter 2024-2025 – Version 27/04/2024

These activities are proposed by service providers that are not part of SATA; they act under their own responsibility, pricing and specific terms of sale/service.

In all cases, the Seller is acting on behalf of the Partner concerned. The Seller is not therefore involved in any way in the sale and has no legal relationship with the client.

The general terms of sale applicable are, in this case, those of the Partner. They are available from the Partner's sales desks.

Reminder: any claims concerned winter activities sold on behalf of Partners are managed by the Partners concerned, according to their own general terms.

## 13. ENERGY RESTRICTION MEASURE

In the context of the energy crisis, the authorities are likely to impose energy restriction measures that may impact the Operator's ski lift offer and ski area services. In such a case, the Operator undertakes to inform its customers as soon as possible after the authorities/energy suppliers have informed them of the forecasted impacts on the ski lifts and the ski, mountain bike or pedestrian area. In such an eventuality, the provisions set forth herein (see § 6.2.c Closure or interruption of service) shall apply.

## 14. APPLICABLE LAW

If these general terms of sale should be made available in several languages, it is expressly stipulated that the French version of these general terms of sale and use is the only legally binding version. In the event of any difficulty concerning the interpretation and/or application of any of the clauses of these general terms of sale and use, it is hereby expressly stipulated that the only version of reference is the French version.

These general terms of sale and use are governed by French law for all matters relating to their interpretation and implementation.

Any claims concerning the validity, interpretation, fulfilment or non-fulfilment, interruption or termination of this contract will be brought before a mediator (conciliation procedure). The contracting parties remain free to accept or refuse mediation (conciliation procedure). The contracting parties jointly appoint a qualified, independent, neutral and impartial person. The solution proposed by the mediator is not binding upon the parties of the contract.

If no amicable agreement is reached, the claim will be brought before the competent court of Grenoble.

All members of Domaines Skiables de France may use the services of Médiation du Tourisme et du Voyage (tourism and travel mediation). Consultation and intervention by the MTV tourism and travel mediator are free of charge. To enable its intervention, claims must first be presented to SATA's customer service department. Either party may also contact an expert, in which case any costs will be at its own expense. If the event of a joint expertise, the costs are shared between the parties. Information can be obtained from the tourism and travel mediation website, <a href="http://www.mtv.travel">http://www.mtv.travel</a>, or by post at the following address:

MTV Médiation Tourisme Voyage BP 80 303

75823 Paris Cedex 17 FRANCE



## SPECIFIC TERMS OF REMOTE SALE OF SATA LIFT PASSES SPRING 2024 - SUMMER 2024 - WINTER 2024/2024

SATA 2 Alpes - Place des 2 Alpes – 38860 LES DEUX ALPES - FRANCE

Tel.: +33 (0)4 76 79 75 00 - Mixed ownership company with a capital of €17,718,480 - Grenoble trade and companies registers B775 595 960 00052 Intracommunity VAT no.: FR04 775 595 960

Version date: 27/04/2024

#### 1- Operator

SATA 2 Alpes - Place des 2 Alpes, 38860 Les Deux Alpes - RCS GRENOBLE: B 775 595 960 00052

Information requests or claims should be sent to:

SATA 2 Alpes - Place des 2 Alpes 38860 Les Deux Alpes - FRANCE

Tel. +33 (0)4 76.79.75.01

#### 2- General

Placing an order implies the acceptance by the person (hereafter referred to as the "client") of these specific terms of remote sale and of the general terms of sale and use (GTSU) that can be downloaded and printed (the GTSU contain additional pre-contractual information). If any provision should be found lacking, it will be considered governed by current standard practice in the remote sales sector for companies whose head offices are located in France.

These terms complete the "general terms of sale and use" of lift passes displayed at all sales desks, posted on-line on the website and on all electronic devices (tablets/terminals) provided by the Operator and/or enclosed with the order form.

The characteristics of the various passes available for sale (geographic area, validity period, etc.) are presented in the price list that can be consulted at any of the sales desks and/or on the aforementioned website.

Contractual information is provided in French.

These conditions apply exclusively to non-commercial private individuals.

#### 3- General provisions

The remote purchase is made by placing an order on-line on the following website: www.skipass-2alpes.com

Placing an order on www.skipass-2alpes.com implies full and unreserved acceptance by the client of these specific terms of sale and the general terms of sale and use of transport tickets for SATA lifts; the client confirms their knowledge of said terms at the validation stage of the order process

No provision contrary to the terms of sale may be binding upon SATA without being previously and expressly accepted by SATA. These terms of sale may be modified unilaterally without prior notification by SATA. The enforceable terms are those applicable on the date of the client's order.

These specific terms of sale and the general terms of sale and use of transport tickets for SATA lifts can be accessed at any time on the www.skipass-les2alpes.com website; they are available for download at the following address:

https://www.skipass-2alpes.com/media/download/dalb2c/cms/media/footer/HIVER/CGVCGUCPVEL/CGVU\_CPVAD\_UK.pdf. These terms shall prevail over any other version or any other contradictory document, if applicable.

#### 4- Products proposed

Reminder: the lift pass comprises a transport ticket charged onto a card and a sales receipt sent by email at the time of confirmation of the purchase or recharging process. On-line sales enable the client:

- To purchase and charge a transport ticket onto a rechargeable card, purchased at the price of €2, called the First Purchase;
- To recharge a transport ticket onto a rechargeable card already in the client's possession, called Recharging.

The transport tickets proposed on www.skipass-2alpes.com comprise a range of transport tickets, with or without insurance, for use of the lifts during the periods and under the terms indicated on the ski area website.

#### 5- Orders - Contract formation

The client selects the products required by clicking the corresponding boxes to fill the electronic shopping basket. A summary of the products ordered is then displayed, along with the total amount of the order, including VAT. The order can only be validated once the client has been identified.

In the "Customise the tickets" tab, the client must provide the following information: surname, first name, date of birth and provide a photo for certain tickets. The client must

also confirm the numbers of the skipass cards (for recharging orders) or request card purchase for €2 inc. VAT per card (non-refundable) on the same page (First Purchase

For a "First Purchase" order, the client must also indicate the delivery option required.

The summary of the products ordered is then displayed along with the total amount of the order, including VAT and the details of any additional costs, such as delivery charges. After checking the summary, the client ticks "Ticking this box confirms that you are aware of and accept the terms of sale and use of lift passes" to indicate unconditional acceptance of these specific terms of sale and the general terms of sale and use; the client then clicks the "Pay" icon, validates the order and accesses the payment stage. The client's order is thus confirmed.

After receiving the payment authorisation, in compliance with the conditions of article 7.1 herein, SATA sends the client confirmation of order acceptance via email.

The sale will only be finalised after SATA sends this confirmation of order acceptance.

The client can track the order via the "My order" tab, "Orders" column.

- After order validation, the sales receipt is sent by email; this must be printed out and presented for any possible subsequent requests.

The ticket will be activated automatically the first time the client passes it in front of a handsfree terminal at the lift gates on the first day of transport ticket validity.

In the particular case of the AEON PASS (Pay Per Use system): the contract between the customer and the contacts associated with his account, a membership of a duration of one winter season, to this system of "Daily consumption" by registering to obtain one of the 1-day tickets only, exluding any orther kind of tickets duration, that will be followed throughout the season for invoicing and by subscribing to a payment system on their credit card. For each day skied in one of the ski areas detected by the ski terminals by means of their personal membership card, with photo, and/or by the personal membership cards, with photo, of the contacts associated with their account, the customer will receive an invoice for the amount of their consumption and the consumption of the contacts associated with their account according to the billing displayed in the online sale of the detected ski area.

In the particular case of the Aeon training (Pay Per Use system) reserved for a specific competitive clientele. The customer, linked to a partner, contracts for himself and for the contacts he associates with his account, a membership to this system of "consumption by the day" by registering to obtain titles that will be followed throughout the season for billing and by subscribing to a system of billing at term (transfer / withdrawal). For each day skied in the 2 Alpes ski area detected by the ski terminals by his personal membership card, with photo, and/or by the personal membership cards, with photo, of the contacts associated with his account, the partner will receive an invoice for the amount of his consumption and the consumption of the contacts associated with his account according to the billing displayed in the online sale of the detected ski

## 6- Last date for on-line orders

If the lift pass purchased on-line is to be sent to the client's home address, the last date for ordering is 7 days before the first ski day (e.g. midnight on Monday for the following Sunday morning) for delivery to an address in mainland France and 10 days before the first ski day for international deliveries or to French overseas territories. For recharging or collection from the sales offices or electronic devices at the resort, the deadline for ordering is 1 hour before the first ski day.

The price of the service is payable at the time of order and payments must be made in Euro. Services are invoiced including VAT at the rate applicable on the date of the order.

SATA reserves the right to modify its prices at any time without prior notification; prices can be consulted on the www.skipass-2alpes.com website.

The prices payable are those applicable on the date of the client's order.

The products ordered remain the property of SATA until full payment has been received.

The client must be in possession of the official documents required to justify any price advantages claimed for on-line orders.

#### In winter

In the particular case of the AEON PASS: the daily rates are set inclusive of VAT according to the VAT rate applicable on the date of skiing and can be consulted on the website https://www.flexipass-aeon.com/2alpes/. SATA reserves the right to modify its prices at any time without prior notification. The rates applicable to invoicing are those in force on the customer's skiing date. In the event of a change of the public day rate, if the latter is lower than the AEON Pass rate, it will be automatically and exactly applied to the AEON Passes used on those days without any additional discounts.

#### 8- Conditions

#### 8.1 Secure payment

The Lyra Network Service Payzen system is used for secure payment by credit card.

Payment is immediate via a virtual payment terminal. The numbers provided by the client are not communicated to SATA at any time.

SATA product orders paid by credit card are confirmed by email once payment has been approved by both the client and SATA's banks.

Refusal by the client's bank to authorise the debit from the client's bank account will therefore result in cancellation of the order validation process.

8.2- Payment conditions
The full price is payable at the time of ordering.
Payments can be made by credit card (Visa, Eurocard, Master Card, American Express) or by holiday vouchers (Chèques Vacances Connect ANCV).

The Vendor proposes to its Customers Alma's credit service for the settlement of their purchases and the execution of payment. This is conditional upon the Customer's acceptance of the GCU or of the credit contract proposed by Alma. Any refusal by Alma to grant credit for an order may result in the cancellation of the order.

Any cancellation of the GCS binding the Customer and the Vendor entails the cancellation of the GCS or of the credit contract between Alma and the Customer.

Payment in three instalments without charge is available via our partner Alma. Payment security is ensured by Alma and its service providers. All payments are protected by 3D Secure.

Purchase amount: Only purchases between €650 and €5000 are eligible for payment with Alma.

Charges: By paying in several instalments with Alma, the Customer does not pay any charges.

Alma is a tele-payment manager and issues an electronic certificate as proof of the amount and date of the transaction in accordance with the provisions of articles 1316 et sea, of the French Civil Code.

Termination: Any termination of the GTC binding the Seller and the Customer will result in the termination of the GCU between Alma and the Customer.

#### In winter

Pay per use concerns the AEON PASS product: the customer enters a valid credit card at the time of registration and accepts to be debited for the days consumed in the days or weeks following this consumption. SATA Group cannot be held responsible for any use in case of loss or theft. The customer must declare the loss or theft of his or her card or the card of one of his or her contacts, as soon as possible and before the consumption is debited. The customer will not be able to contest the debit on his bank card if he has not declared the loss or theft of his ticket to the issuing ski area. No dispute will be accepted after the amount of the consumption has been debited from his bank card. If the customer no longer wishes to use their AEON PASS membership (or Pay per use), they must return the ticket(s) associated with their account and ask to be removed from the AEON PASS ski card and pay per use programme.

Pay per use concerns the Aeon training product: the customer is attached to a partner account when validating his membership and agrees to be invoiced every week for the days consumed in the days or weeks following this consumption. The payment of these invoices is done by bank transfer, upon receipt of the invoice. SATA Group cannot be held responsible for lost or stolen usage. The customer must declare the loss or theft of his or her ticket or the ticket of one of his or her contacts, as soon as possible and before the consumption is charged. The customer will not be able to contest the bill and its payment if he/she has not declared the loss or theft of his/her ticket to the issuing ski area. No dispute will be accepted after the billing of the amount of consumption. If the customer no longer wishes to use their Aeon training membership (or Pay per use), they must return the ticket(s) associated with their account and request to be removed from the Aeon training program.

#### 8.3 Lift pass delivery times and conditions

a.) Limpass delivery unless and conditions
and polivery to a home address: delivery conditions apply to First Purchase orders for which the "Deliver to home address" option was selected. Rechargeable passes purchased on-line will be delivered within 7 days to addresses in mainland France, within 10 days to international or French overseas territories addresses, after receipt of the order, by post to the address indicated by the client. Delivery costs are free for simple letter delivery. Home shipments will begin for the winter 2024/2025 on October 1st 2024 for all winter passes.

b/ The client may opt for collection from the electronic devices provided in the Skipass Express areas of SATA sales offices (central office or Diable), available during the opening hours of the sales offices or from the electronic devices placed outside the Venosc gondola lift, Super Venosc gondola lift and Mont-de-Lans Info point, which are accessible any time. In this case, the passes will be available immediately after order confirmation upon presentation by the client of the QR code or number and email of the order as indicated in the order confirmation.

c/ For season passes only and 10-day non-consecutive, the client may choose to collect the pass from the Skipass Express areas of the SATA sales offices (central office or Diable), during the opening hours and from the free access kiosks of Venosc, Super Venosc, Point I de Mont-de-Lans and Petite Aiguille, from November 30th, 2024. A copy of the acknowledgement of receipt must be presented to SATA along with an official identity document. No passes will be issued without presentation of the aforementioned documents

8.4 Delivery problems or delivered passes left at home
If the client leaves the ordered passes at home or if the passes are not delivered to the client before departure, or if the client forgets the card for recharging orders, before activation of the skipass and after the standard verification process, the client can present the purchase confirmation at one of the lift pass sales desks to request new passes. New passes will be issued and the forgotten or delayed passes will be deactivated on the lift terminals.

Each new card will be invoiced €2. Rechargeable cards are payable and non-refundable; the client can provide any other skipass card compatible with the current pass

### 8.5 Cancellation: refund and exchange or modification

al If the transport tickets delivered are not used or not totally used for reasons imputable to the client, no refund or exchange will be made. Non-consecutive day passes are only valid for the current season. They cannot be used after the end of the current season and no refunds or validity extensions will be made for remaining credit. Insurance is available to cover this type of risk.

b/ If a mistake concerning the date is observed during use, the client must take the pass to the nearest SATA sales office along with the sales receipt: the exchange will be free of charge, subject to the standard lift terminal verification process, and provided the category and ticket offer actually correspond to the day concerned.

#### 8.6 Card information error

SATA cannot be held liable for mistakes related to the client's vigilance if the card's serial number is incorrectly entered.

Before activating the pass and after the standard verification process, the Client can take the pass along with the sales receipt to a SATA sales office to get a new pass.

New passes will be issued and the incorrect passes will be deactivated on the lift terminals.

Each new card will be invoiced €2. Rechargeable cards are payable and non-refundable; the client can provide any other skipass card compatible with the current pass inspection technology in use.

## 9- No right of withdrawal

In application of article L121-16-1-9 of the French consumer code, the right of withdrawal described in articles L121-21 and onwards of said code does not apply to passenger transport contracts.

#### 10- Order modification / cancellation

Once the lift pass order has been confirmed by the client, the ordered pass cannot be refunded, returned or exchanged. Similarly, the order cannot be modified.

However, for orders placed on-line via the website only, excluding season and reduced prices due to a promotional offer, the Client may select the Cancellation Option, the terms of which are presented below. CANCELLATION OPTION

At the time of ordering, the client may select an option called the "cancellation guarantee", invoiced at five Euro (€5), including VAT, per pass. This option enables the client to cancel all or part of the order, without having to provide any justification, until the first day of validity of the pass concerned. The pass concerned must not be even partially used.

The cancellation request must be sent via the contact form available on the www.skipass-2alpes.com website in the "A team at your service" section. The request must be sent by the client on the first day of validity of the pass concerned at the latest. For cancellation requests sent by email, the send date of the email is considered legally binding.

The client's cancellation request must include the corresponding order number, as indicated on the order confirmation. SATA will credit the client's credit card with the amount corresponding to the cancelled pass within seven (7) days of the cancellation request acceptation by the Operator. The amount refunded corresponds to the amount of the transport ticket(s) purchased and cancelled, plus any associated card(s) and delivery costs (if the order has not been dispatched). SATA will not accept any cancellation requests for passes ordered after the first day of their validity.

#### 11- Intellectual property

All the elements of the SATA website, www.skipass-2alpes.com, are and remain the exclusive intellectual property of SATA. No reproduction, distribution or use of any kind of the elements of the website, even in part, is permitted without prior explicit consent from SATA. Simple or hypertext links are not permitted without prior explicit consent from

#### 12- On-line sale of associated products

The Articles are presented on the www.skipass-2alpes.com website with a description of their essential characteristics, in compliance with applicable regulations.

The pictures and colours of the products sold on the www.skipass-2alpes.com website may not correspond to the actual colours due to the effects of the web browser and

SATA does its best to ensure that the product photographs are as representative of the actual products as possible. However, it is possible that product picture(s) do not match the actual product perfectly. SATA can only fulfil the orders received within the limits of stock availability. SATA will inform the client as quickly as possible of any product stock-

#### 13- Liability and guarantee

For all stages of the remote sale process, SATA's liability is limited to an obligation of means.

SATA cannot be held liable for any inconvenience or damage inherent to the use of the Internet, notably service interruptions, external intrusion or the presence of a computer virus and, more generally, for any other fact expressly qualified by jurisprudence as *force majeure*.

The client declares awareness of the characteristics and limits of the Internet, and particularly its technical performance, response time for consulting, querying or transferring

data and the risks related to communication security.

Entering a credit card number on-line or final confirmation of the order by the client is considered proof of the full transaction and the obligation to pay in application of the provisions of Law no. 2000-230 of 13 March 2000.

This confirmation is considered equal to the signature and express acceptance of all the transactions carried out using the on-line sales module.

The client must keep the order email, since this is the sole legally binding document for any dispute concerning the terms of the order, notably in the event of inspection on the lifts. The information concerning transport ticket validity and indicated on the card is not contractually binding.

#### 15- Data privacy

All bank information requested of the client as part of the order process is protected by an encryption process, certified by Lyra Network Service Payzen.

The processing of personal data related to sales via this website is regularly reported to CNIL (France's data protection agency). The information entered on the website by clients enables SATA to process and fulfil the orders placed on-line. In compliance with article 32 of the French data protection law, SATA informs the client of the use of such data, notably concerning the possibility of receiving marketing offers.

#### 16- Archiving

Orders are archived by SATA's customer service department in compliance with article L134-2 of the French consumer code. Under these conditions, the client can therefore access their archived order by writing to this department at the aforementioned address.

#### 17- Applicable law

These terms of sale are governed by French law. The court with jurisdiction is that of the defendant.