

TERMS AND CONDITIONS OF USE B2C - SUMMER 2022

Introduction

The use of a Pass Expérience La Clusaz implies the Customer's (hereafter referred to as the Client or the user) acceptance without reservation of all the General Terms and Conditions of Sale, without prejudice to existing procedures.

Definitions

The SEML La Clusaz - Société de Gestion des Activités Touristiques de La Clusaz, is a semi-public limited company with a capital of 200 000,00 euros RCS ANNECY B 527 672 398 ; the headquarters are 1 Place de L'Eglise – BP 6 Mairie de la Clusaz 74220 la Clusaz – N°Tel 04 50 32 65 00 N°Fax 04 50 32 65 01. They are responsible for the management including the gathering of information and collection of payment, of the Pass Expérience La Clusaz.

The User is the holder of the Pass Expérience La Clusaz.

Description of the product

The Pass Experience is valid for the duration noted on purchase, can be in the commune of La Clusaz and may be used under the terms and conditions outlined below:

-Unlimited access during opening hours and according to the sanitary conditions during the validity of the pass to the following :

Ski lifts and summer luge, ice rink, Bélier leisure park, tennis court hire, archery(30-min sessions only), Big Air Bag, Confins golf practice range, Confins crazy-golf, Aqua park (pool entry only), entrance to the Hameau des Alpes (educational visit of the Reblochon and Ski museum).

- Discounted entry to the following activities :

Activities organised by the La Clusaz Bureau des guides : A full day weekend hike for adults and children (4-12 years) : 10 % discount, beginner Canyoning* (from 13 years): 59€ instead of 62€ and advanced, Grand Descent (from 13 years) : 69€ instead of 72€, children's climbing school* (from 8-12years): 46€ instead of 48€, the Yves Pollet-Villard Via Ferrata*in La Clusaz (from 13 years and over 1m40cm) : 65€ instead of 67€.*

The list of activities organised by the Bureau des Guides is subject to change, in particular with regards to the sanitary conditions linked to Covid-19. Every user is encouraged to consult www.laclusaz.com in case of possible changes.

• Conditions of access to activities

The user must remain in possession of a valid pass at all times during the different activities. Passes are strictly personal and non-transferable.

Pass Expérience La Clusaz holders must respect the rules and regulations of each activity. The card is applicable to specific individual activities and not to group activities, e.g. for clubs or associations.

Pass Expérience La Clusaz do not give priority access to the proposed services : neither on reservation nor during queuing for the activity. The Pass Expérience La Clusaz must be shown on request by operators before each activity. The pass must be used to pass through the turnstiles to access ski lifts and the summer luge either on the automatic terminals or via the application. If the photo does not conform to the required criteria (recent, from the front, without sunglasses or headwear), the service provider may modify the photo linked to the magnetic card (the photo may be changed only once).

Bélier Club - Leisure Club on the Champ Giguet : Open every day from 10am to 12.30pm and from 3pm to 7pm. Tickets and tokens to each activity are given on a single basis, Pass Expérience La Clusaz holders must ask for a new ticket for each session.

Big Airbag : From 9 years and over 35kg, without reservation. Direct access with the pass.

Bumper boat : Without reservation, under parents' responsibility, use of token to start the boat.

Bouncy Castle : Children from 2-5 years. Without reservation. Direct access with the pass.

Adventure playground : Without reservation. Direct access with the pass. From 1.10m

Trampoline : From 5 years. Reservation at the ticket Office.

Trophy kid : From 4 years and up to 1.30m. Without reservation. Direct access with the pass.

Zip wire : Without reservation. Direct access with the pass.

Aqua park : Open every day from 10am to 8pm. The pass gives access to the pools and waterslides, it does not give free access to the fitness and wellness suite, nor to activities and events in the pool.

Golf des Confins – Practice : Open every day from 9am to 7pm. Without reservation.

Hameau des Alpes : Open from Tuesday to Sunday from 1pm to 7pm. Without reservation.

Municipal ice rink : Open to the public from Tuesday to Sunday from 2pm to 6pm with family sessions (ice garden) Wednesday, Saturday and Sunday from 10am to 12pm. Closed on Mondays. Exceptional closure : 2 and 3 July.

Tennis – Court Hire : Reception desk open every day : 8.30am – 12.30pm and 2pm-6.30pm (Sunday : 9am – 12.30pm and 2pm-6.30pm) Reservation at the Sports Club. For court hire, both players must be pass holders. Should only one player be a pass holder, the non-holder is liable for the payment of half the cost based on a « guest » tarif. Equipment hire is included with the pass. An identity card will be requested as deposit.

Archery : at the chalet on the bridge of the summer luge. 30-minute session only, includes equipment hire.

Summer luge : Open every day from 9 July to 28 August, from 10am to 12.30pm and from 2pm to 6.30pm – from 4 July 2022 to 9 July 2022 then from 29 August to 2 September 2022 open afternoons only from 2pm to 6pm. Children under 1.25m must be accompanied by an adult with their own ticket. Access direct from the Ice Rink cable car, no need to pass by the ticket office. Hydroalcoholic gel provided and obligatory mask.

Ski Lifts : Open every day from 9 July to 28 August : Beaugard Cable car, from 9.30am to 5.30pm – Merle chairlift, from 9.30am to 5.15pm – Loup chairlift, from 9.40am to 5pm.

From 4 July 2022 to 8 July 2022 then from 29 August to 2 September 2022, Beaugard cable car only, open from 9.30am to 5.15pm. Merle chairlift and Loup chairlift open weekends only, Merle chairlift from 9.30am to 5.15pm – Loup chairlift, from 9.40am to 5pm.

Beaugard cable car, Crêt du Merle and Crêt du Loup chairlifts- access direct from departure, no need to pass by the ticket office. Users must use their pass to activate the turnstyles, for pedestrians, bikers and paragliders. A photo will be taken on first passage, and will be used for any subsequent trips.

These activities are highly susceptible to be affected by the sanitary restrictions linked to Covid 19, every user is encouraged to consult passexperience.laclusaz.com for all updates regarding health restrictions.

Conditions of validity of the offer:

From Saturday 2 July to Sunday 4 September 2022

Duration of validity of the pass

The Pass Expérience La Clusaz is valid for the duration specified on the magnetic card at the time of purchase.

Conditions of validity of the pass

The User must be in possession of the card, to access an activity. Any fraudulent use of the bracelet or pass will result in the cancellation of the offer.

RATES :

- **Online sale or direct from the Tourist Office.**

Full rate from 3-28 consecutive days : 3 days : 65 €, 4 days: 71,00 €, 5 days: 76,00 €, 6 days: 82,00 €, 7 days: 88,00 €, 8 days: 94,00 €, 9 days: 100,00 €, 10 days: 106,00 €, 11 days: 112,00 €, 12 days: 118,00 €, 13 days: 124,00 €, 14 days: 129,00 €, 15 days: 135,00 € – Extra day + 6,00€.

- **Advanced purchase up to 7 days before stay :**

Advanced purchase up to 7 days before stay, online only from 3-28 consecutive days : 3 days: 55 €, 4 days: 60,00 €, 5 days: 65,00 €, 6 days: 70,00 €, 7 days: 75,00 €, 8 days: 80,00 €, 9 days: 85,00 €, 10 days: 90,00 €, 11 days: 95,00 €, 12 days: 100,00 €, 13 days: 105,00 €, 14 days: 110,00 €, 15 days: 115,00 € – Extra day + 5,00€.

NB : any extra day must be included in the initial order.

If a day is added after the initial purchase of the pass, the cost is 20€ per extra day, payable at the Tourist Office.

Order method :

Online on the website passpro.laclusaz.com : The client completes their purchase online on the website passexperience.laclusaz.com. The client will be required to provide the following information : Family name, first name, date of birth, choice of pass duration.

The client must upload a recent, coloured identity photo in Jpeg format (without sunglasses or head covering), 3,5 cm by 4,5 cm for each user.

At the La Clusaz Tourist office :

The pass may also be purchased direct from the Tourist Office, on condition of the future pass holder's presence or their identity photos (without sunglasses or head covering).

Discount

If the client is in possession of a discount code, the code can be applied only online on the website, passexperience.laclusaz.com. The code must be entered before validating the purchase.

Delivery

The pass is a magnetic card, also referred to as a keycard that is personal and non-transferrable. This card gives access to the services described below.

The client may collect their keycard in the following ways.

- Either charge an existing magnetic skidata card in their possession
- Or collect a magnetic card from their member host
- Or from the La Clusaz Tourist Office.

Method of payment of Pass Expérience La Clusaz

Payments are only in euros.

Method of payment

Secure online payment on passexperience.laclusaz.com

- Credit card payment

At the La Clusaz Tourist Office :

- Credit card
- Cash
- French banker's cheque
- Holiday vouchers

Verification of the pass

The client must carry the pass with them at all time during activities. The magnetic card is strictly personal and non-transferable, a photo of the user will be used to check the identity of the user.

If the photo does not conform to the required criteria (recent, from the front, without sunglasses or headwear), the service provider may modify the photo linked to the magnetic card (the photo may be changed only once).

In the case of loss of the card : A replacement card may be obtained from the Tourist Office, but not from the host. Management fees : 10€.

Force majeure : In the case of heavy rain or unfavourable weather conditions resulting in the full or partial closing of one of the activities, reimbursement will not be considered. Only a total cease of all activities over a period longer than one day may give rise for compensation from the SEML. Clients may choose the form of compensation from the following: an immediate extension of the length of validity of the card or a credit note to be used for the purchase of another card for the following year. The Local Businesses Association (SEML) is in no way responsible for any damage caused on the activities.

The right of withdrawal : The right of withdrawal does not apply to the purchase of one or several Pass Expérience La Clusaz, the passes must be used during the specific pre-determined time period.

Reimbursement Unused issued cards will be neither reimbursed nor exchanged. "Guarantee reimbursement Covid-19" for a credit note or a reimbursement for is now possible for one of the following reasons : New official, national, regional, departmental or country of residence lockdown. If one of the aforementioned reasons occur during the stay, you will have the choice of a credit note or a reimbursement for the equivalent number of unused days on the pass.

Complaints Any complaints should be sent to the Tourist office "service accueil" within 15 days of the related incident at the following address: SEML - 161 Place de l'église - BP 7 - 74220 LA CLUSAZ or by e mail : accueil@laclusaz.com

Non-respect of the present conditions The non-respect of a personal nature of the Pass Expérience La Clusaz will result in the cancellation of the card and contract.

Protection of personal data The information required to obtain a card is obligatory, if one or several elements are missing, the card may not be issued. Certain information may be requested such as postal address, email and telephone number by SEML La Clusaz - Société de Gestion des Activités Touristiques de La Clusaz, the Local Businesses Association, to permit the sending of promotional offers by the latter in accordance with the methods outlined in the LCEN law of 21 June 2004. The provision of this data by the Customer is optional. The information given is intended for the (SEML) only.

In accordance with the French "Informatique et Libertés" law (the law on data protection and civil liberties), customers have the right to access or correct data relating to themselves and also the right to object for legitimate reasons, which may be exercised by contacting the company in writing at the following address: SEML LA CLUSAZ – 161 Place de l'église – BP 7 – 74220 LA CLUSAZ. In accordance with article 90 of the decree n° 2005-1309 of 20 October 2005 all persons may obtain a written copy of the present paragraph by simple oral request or by writing to the relevant service.

Data on the use of activities is also collected for statistical, management and pass validity control purposes. As stated above, the photos are compulsory and are intended exclusively for the identification of the pass holder concerned, they will be automatically deleted at the end of the summer season. The whole of this data is intended solely for SEML La Clusaz - Société de Gestion des Activités Touristiques de La Clusaz.

The taking of photos at the ski lift terminals: in order to combat fraud, users are informed that when they pass through check points, photographs are automatically taken in the skiable area of La Clusaz. The said photographs are then checked by certified inspectors. This processing is carried out under the responsibility of Groupement des Remontées Mécaniques, represented by Mr Jean-Christophe HOFF, managing director, GRM LA CLUSAZ – 115 Route de l'Etale – 74220 LA CLUSAZ – tel 0450024564 – mail serviceclient@satelec.fr Data controller : SATELC Ski Lifts. The photos are solely intended for the ski lift group and will be automatically deleted at the end of the validity of the user's pass.

- **Translation and the applicable law in the event of disputes**

In the event that these Terms are established in several languages, it is expressly understood that only the French version of these Terms is applicable. Accordingly, in case of difficulty in interpretation / application of the provisions of any of these Terms, it will be necessary to refer specifically and exclusively to the French version. These Terms are subject to French law both in their interpretation and implementation. Failing amicable settlement, the dispute shall be brought before the competent courts.