

TERMS AND CONDITIONS FOR THE USE OF LIFT PASSES ON SKI LIFTS

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Insured for professional liability in accordance with provisions of Article L220-1 of Insurance Law, with ALLIANZ I.A.R.D., dont le siège social est situé 1 cours Michelet – CS 30051 – 92076 PARIS La Défense Cedex, through our insurance broker Agence Olivier BLANC, 10 Avenue d'Evian 74200 THONON LES BAINS,
 ORIAS Number : 08040000

Operator of the Avoriaz Ski Area
 Hereinafter referred to as "The Operator" or "SERMA".

1 - BACKGROUND

The following Terms and Conditions of use apply to the entire range of lift passes valid on the ski lifts (hereinafter referred to as "LIFT PASSES") sold by the Operator and that allow access to the Avoriaz ski area.

The following Terms and Conditions of use are valid from the 27/11/2023 and only during the winter ski season.

The Terms and Conditions for the use valid during the summer season are define on a separate document.

These Terms and Conditions for the Use of Lift passes are supplemented by the Terms and Conditions for the sale.

Should an event occur which is not covered by these current conditions, it will be governed by the rules in use by ski lift companies whose headquarters are based in France.

The purchase of LIFT PASS implies a total understanding and acceptance of all of these terms and conditions, without prejudice to existing appeals procedure.

2 – LIFT PASSES

Lift passes, uploaded on a numbered card, can be used during a period of validity and a rank age preset.

Informations about period of validity on the card are not contractual.

Only the informations stored in the chip prevail.

All LIFT PASSES gives right its owner, during its validity, to free circulation on the ski lifts in service on the ski resort corresponding to the LIFT PASS issued, without any priority.

The package validity zone of the LIFT PASS is identified on the pistes map of the winter season concerned and during the opening hours of the ski lifts as displayed at each ticket office of the Operator and/or at the departure of each ski lift, depending on weather and snow conditions.

LIFT PASSES can be :

- Individual, lift passes for which the identification is full (photo).
- Not individual, lift passes for which there is no identification of the owner.

LIFT PASSES Identification :

- LIFT PASSES are identified thanks to alphanumeric numbers printed on the card (wtp number).
- More than 7 days lift passes require a recent full face photograph of the user.

The cards :

- LIFTS PASSES are uploaded on chip cards.
- The chip card is the basic element of the system « Hand Free ». It allows the card not to be introduced into the entrance gate.
- Only one type of chip card exists, rechargeable, sold 3.00 € TTC.

Instructions :

To facilitate the transmission of the encoded information during the passage through the turnstiles, the lift pass must be carried on the left and preferably, distant to any mobile, keys, or any form of packaging made with or with any part of aluminium.

This card can't be folded, perforated, or put close to a heating source.

Malfunction of hand free card :

Those cards are reusable and recyclable. They are guaranteed for 2 years, throughout this period, they will be replaced without any charge in case of malfunction.

In that case, the Operator will replace, at its own expense, the card. Against return of the defective card in any sale point of the Operator.

However, if after checking, the malfunction of the card is due to the User, the Operator will invoice him/her 3€ to replace the card.

3– LOYALTY PROGRAMM

Subscribing to the loyalty programm « My Club Portes du Soleil », Users can collect loyalty points at each purchase of lift pass.

Only natural persons in their capacity as consumer can join the program and become a member.

Excluded from the program, professional agents in resale of lift passes, groups, season lift passes, points cards, proprietary cards.

Avoriaz and Portes du Soleil lift passes give right to benefit the loyalty programm.

Loyalty points belong to the User account from when the User has joined the programm « My Club Portes du Soleil » only through our website www.skypass-avoriaz.com.

The member can register up to a maximum of 7 hand free cards.

Without any activity of the account during 2 winters from the last purchase, the account will be cancelled.

4 – SUNS

For all purchases of ski or mountain bike passes, Suns are earned (loyalty points).

As soon as the Member has 200 Sun on his/her account, he/she can convert these Suns into a free Portes du Soleil day pass (only 200 Suns or more per account gives a Portes du Soleil free ski day).

This free day can be used from the end of the validity period.

Loyalty points are personal and nontransferable.

Only the costumers who join the programm « My Club Portes du Soleil » can earn Suns.

The scale of Suns awarded for the purchase of ski passes is determined according to the type of purchase (Sale point or Online).

Details of the number of Suns earned by member for each purchase are provided to Members via their personal « My Club Portes du Soleil » account that can be consulted via the website www.skypass-avoriaz.com

The free pass must be used at the latest during the season that follows the season during which it was acquire by the Member.

Suns have no equivalent value in money.

5 – « SNOW RISK » INSURANCE

SERMA offers its users an insurance contract : « Snowrisk » or « ASP Assurensport » (specific to Portes du Soleil ski resorts) in addition to the purchase of a LIFT PASS. The Operator is only seller of the insurance and the contract is between the Consumer and the Insurance Company.

✓ Guarantees

Please refer to the « Snow Risk » conditions, which are available at any Sales Points or available online directly from the website

<https://www.snowrisk.com/#decouvrir.or> or <https://www.assurensport.com/conditions-assurances-sport.php>

6 – DUPLICATE OF LIFT PASSES

LIFT PASSES stolen or lost :

In case of lost or theft, LIFT PASSES can be replaced, for any duration, only if the User can provide the receipt of the purchase., or the picture of the stolen /lost lift pass. The purchase of the hand free card is compulsory (3.00 €).

The User Report a lost or stolen card at any sales point of the Operator, who will give in return the User a duplicate of the LIFT PASS (for the residual duration of the LIFT PASS).

When the User declare the lost or theft of his/her LIFT PASSES, this one is deactivated and don't give access to the ski resort anymore.

NOTA BENE : If the User is not able to provide to the Operator any proof of its purchase, he won't be able to get a duplicate of the LIFT PASS, without any possible recourse from the User to the Operator.

7 – REFUNDS OF LIFT PASSES

Unused LIFT PASSES :

Unused lift passes are refund without any particular formalities. Except the price paid eventually for the insurance.

The request for reimbursement shall be made the latest 48 hours before the 1st day of the LIFT PASS validity.

Are not concerned, lift passes bought by ANCV or ANCV Connect which can only by subject of a Credit Note, and are not concerned Avoriaz lift passes bought under the offer Dynamic Pricing.

Partially used LIFT PASSES :

- Owner of Snow Risk insurance : refer to the Guarantee sections of Snow Risk insurance.

- Users who didn't subscribe to Snow Risk insurance : no compensation may be claimed.

8 – DISRUPTION OF SKI LIFT SERVICE

Temporary disruption of the ski lift service, due to bad weather does not incur a refund. Only the stoppage of the ski lifts to which the LIFT PASS gives access, for a duration of several hours or more will incur compensation, or the prolongation of the duration of the LIFT PASS, a credit note, or a refund at a later date upon presentation of supporting documents within 2 months from the date of the loss sustained.

Owner of Snow Risk insurance

Refer to the Guarantee sections of Snow Risk insurance.

9 –RESALE OF LIFT PASSES

The resale of LIFT PASSES is strictly prohibited unless agreement given by the Operator.

LIFT PASSES will be removed immediately from the User who fail to comply with these requirements.

The purchase or Sale of LIFT PASSES outside of the sales points network is a fraud.

All LIFT PASSES for which the duration is superior to the shortest available pass is non transferable and unassignable.

10–INFRACTIONS

The User must carry the LIFT PASS (with the receipt) during all the period of validity of his/her LIFT PASS when he/she is using lift passes from departure to arrival.

Controllers can ask for the presentation of any, or all documents justifying certain reductions, and this LIFT PASS and receipt can also be asked to justify any request (ex : rescue, loss, theft, claim).

This receipt mentioned the area, rank age, validity period, wtp number, eventually insurance.

The absence of a LIFT PASS, or the use of an invalid LIFT PASS or moreover, the non respect of the rules and regulations, as stated at the lift stations, will be subject to :

- The payment of a fine, invalidating any future legal action.

This fine is equal to five times the value of one day lift pass of the corresponding area, and if necessary, includes additional charges for administrative costs, of which the amount is fixed by current guidelines.(Articles L342-15, R342-19 et R342-20 of Code of tourisme and articles 529-3 and following of Code de Procédure Pénale and Article L2241-36 of Code des Transports).

Legal Action

Controllers have the right to ask for the presentation of any, or all, documents justifying certain reduction (discount or free passes) given to the Users of a LIFT PASS.

They are within their right to remove with immediate effect, any or all individual passes with the view to reinstate it to its original owner.

11. RESPECT OF SECURITY RULES

Users have to respect the security Rules displayed at the departure of the ski lifts, pictograms and all safety instructions given by the employee at the ski lifts, under penalty of sanction.

The same for the respect of the municipal-by-law regarding the security on the slopes and for the respect of the «Dix règles de bonne conduite des usagers des pistes » edited by the Fédération Internationale de Ski (FIS).

12 – RESPECT OF THE PHYTOSANITARY MEASURES

As part of the context of the COVID 19 pandemic measures and prior to the legal texts to deal with this pandemic, SERMA had set up particular provisions which comply with the sanitary requirements. Those provisions communicate about hygiene measures and social distancing. The User has to respect the particular provisions, hygiene measures, and the written and verbal instructions displayed by SERMA available online www.skypass-avoriaz.com.

13. POWER RESTRICTION MEASURES

In the energy crisis environment, the government is able to impose power restriction measures which can impact the chair lifts running of SERMA. In that case SERMA will give all information to its clients as soon as possible prior to the instructions given by the government. Provisions prescribed in 8 – DISRUPTION OF SKI LIFT SERVICE will be applied.

13. TRANSLATION – PRACTICAL APPLICATION OF LAW – CLAIM PROCEDURE

The Current Term and Conditions have been constituted in French. These General Conditions are subject to French law in both their interpretation and application. Where these Terms and Conditions have been translated into several languages, the French version of these conditions is the only legally binding version.

Therefore, in any case of difficulty in interpretation or application of any provision of these Terms and Conditions, reference should be made expressly and exclusively to the French version.

In case of conflict relating to the validity, the interpretation or the application of the current Terms and Conditions, the user can use the services of a mediator, free of charge, or any alternative procedure for the resolution of conflicts.

Claim must be sent through the website www.skypass-avoriaz.com or by email reclamation@serma-avoriaz.com.

In the absence of a reasonable solution, or without any answer from the Operator after 60 days after the claim have been sent, the User can ask the « Travel and Tourism mediator » (MTV Médiation Tourisme Voyage, BP 80 303, 75 823 Paris Cedex 17) to initiate a procedure. Modalities on www.mtv.travel.

Therefore, prior to the « article 14 of the Reglement (UE) n°524/2013, EU settled a platform for Law and Dispute Resolution : <https://webgate.ec.europa.eu/odr/>.

In the absence of a reasonable solution, the dispute can be taken in front of the French Courts, as it remain the only Court authorised to rule on these matter.

These conditions apply from the 16th November 2022

A AVORIAZ,

Thomas FAUCHEUR - Directeur Général

Société d'Exploitation des Remontées Mécaniques de Morzine Avoriaz

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