

TERMS AND CONDITIONS OF USE

The present terms and conditions of use (hereinafter "Conditions of Use") govern the relationship between the company Méribel Alpina (hereafter "Méribel Alpina"), operator of the ski lifts of the Méribel ski area, and any person (hereafter the "User") who:

- Uses a transport ticket (hereafter a "Transport ticket"), including a Méripass, allowing access to one or more ski lifts operated by Méribel Alpina; or
- Participates in an activity (hereafter an "Activity") provided by Méribel Alpina or one of its agents.

By using a Transport ticket or by participating in an Activity, the User accepts without reserve the Conditions of Use.

ARTICLE 1. INFORMATION RELATING TO MÉRIBEL ALPINA

Méribel Alpina is a simplified joint stock company under French law with a capital of €3,287,169.01 registered with the Chambéry Trade and Company Register under the number 075 520 064 and whose VAT Number is: FR 20 075 520 064.

Its Headquarters address is: Les Allues – 73 550 MERIBEL LES ALLUES, France

Postal Address: 350 Route de Mottaret – 73 550 Méribel, France

Tel No: +33 (0)4.79.08.65.32

Email: contact@meribel-alpina.com

Méribel Alpina is insured with Allianz IARD (1 cours Michelet, CS 30051, 92076 Paris La Défense Cedex, France).

It is registered as an Intermediary Insurance Agent under the ORIAS number 17007390.

Article 2. ACCESS TO LIFTS

Transport tickets give access to lifts operated by Méribel Alpina and, in some cases, to lifts in les Trois Vallées.

However, some ski lifts may be closed, with or without notice, in particular for meteorological, snow, health or energy saving reasons. Méribel Alpina does not guarantee the daily opening of all the ski lifts it operates.

Access restrictions, linked for example to the age or physical condition of the User, may apply to certain ski lifts. These restrictions can be consulted in the Méribel Alpina sales offices, on the website <https://www.skipass-meribel.com> (hereafter "the Méribel Alpina Website"), and at the boarding point of each ski lift. It is the User's responsibility to ensure that access restrictions do not apply to him/her. Any User to whom an access restriction applies will be refused access to the lift in

question, without the User or the person having purchased the Transport ticket being able to claim any compensation whatsoever.

Access to a ski lift with a mountain bike or scooter is only possible if the following conditions are met:

- The mountain bikes or scooters are on the list of authorised vehicles in the regulations posted at the start of the lift.
- The User is the holder of a Transport ticket allowing him/her to access the ski lifts with a mountain bike or a scooter. The Transport tickets issued for the winter season, as well as the "Piéton" and "Méripass Passion Piéton" Transport tickets for the summer season do not allow access to the lifts with a mountain bike or scooter.

Transport tickets do not give Users priority access to any ski lift whatsoever.

In order to facilitate the transmission of the information encoded when the User passes through the access barriers of the ski lifts, the Transport ticket must be carried on the left side and preferably away from any mobile phone, keys or any other aluminium objects.

Users who are minors are placed under the responsibility of the person or persons exercising parental authority over them.

ARTICLE 3. PARTICIPATION IN ACTIVITIES

The Activities are only open to Users measuring at least 1.30 meters (1.40 meters for the "Mission Black Forest" Activity). The minimum recommended age is 9 years old.

If participation in an Activity requires the provision of a mountain bike or scooter to the User, the person registering the User for the Activity can subscribe a guarantee (hereafter the "Guarantee") with Méribel Alpina in order to limit the amount due to the latter in case of theft of this equipment or part of this equipment, or in case of damage to the equipment. The subscription of the Guarantee must be concomitant with the User's registration to the Activity.

The supply of a mountain bike or scooter to the User is subject to the provision of ID and the blocking of a sum on the bank account of the person registering the User to the Activity. This sum is 250€ per mountain bike or scooter rented if the Guarantee is taken out, and 1,000€ per mountain bike or scooter rented if no Guarantee is taken out. This sum is released after the equipment has been returned in good condition at the end of the Activity. If the equipment is not returned or not returned in good condition, all or part of the blocked sum is taken by Méribel Alpina. The latter also reserves the right to take any action against the User.

Any reservation concerning the state of the equipment handed over to the User must be addressed to Méribel Alpina at the time of this handover, and before use of the equipment.

Unless otherwise stated, if the User is registered for an Activity planned for a specific duration (e.g.:

"3 hours Introduction to mountain biking"), the number of hours is counted without interruption from the beginning of the rental period.

The equipment provided as part of an Activity can only be used in the Trois Vallées area.

They can be hired for one or more successive days. In all cases, they must be returned each day at the latest at the time indicated when they were handed over, at the place where they were given to the User.

Minors are placed under the responsibility of the person or persons exercising parental authority over them.

ARTICLE 4. MÉRIPASS

The Méripass gives access to the swimming pool and/or the ice rink of Méribel. As these are operated by the Parc Olympique, access to them is governed by the conditions of use published by the Parc Olympique.

The Méripass also allows the User to benefit from advantages with partners of the resort of Méribel. The list of these partners appears on the Méribel Alpina website and on the website <https://montagne-ete.meribel.net/>. The purchases made by the User with these partners are governed by the conditions of sale of these partners, Méribel Alpina excluding any responsibility in this respect.

ARTICLE 5. RESPECT FOR THE RULES

The User must respect the regulations posted at the start of the ski lifts operated by Méribel Alpina, as well as the instructions given to him/her by any member of staff when using these ski lifts. It is also recommended that he/she should respect the ten "Rules of the conduct of skiers and snowboarders" published by the International Ski Federation.

The User must respect the health rules decreed by the public authorities or by Méribel Alpina in accordance with the public authorities. The applicable health protocol is displayed in the Méribel Alpina sales outlets and on the Méribel Alpina website.

The User must refrain from any behaviour that is detrimental or likely to be detrimental to the safety, health or tranquillity of other users, Méribel Alpina staff and Méribel Alpina's subcontractors (drunkenness, verbal or physical violence, consumption of alcohol or drugs, carrying weapons, shouting, use of equipment producing excessive noise, jostling, overtaking in lift queues, etc.) in the departure and arrival areas of the ski lifts operated by Méribel Alpina, as well as on these ski lifts. The User must also refrain from damaging the equipment operated by Méribel Alpina.

If he fails to do so, Méribel Alpina reserves the right to forbid the User to access the ski lifts that it operates, to inform a police officer and to take any legal action against the User.

ARTICLE 6. TRANSPORT TICKET INSPECTIONS

The User must be able to present to Méribel Alpina staff or to any inspector, at the departure and arrival areas of the ski lifts operated by Méribel Alpina, as well as on these lifts or when taking part in an Activity:

- An original, valid Transport ticket which gives access to the lift used;
- Proof of purchase of this Transport ticket or proof of reservation for the Activity in which he/she is participating
- Where applicable, the original document(s) proving that he/she qualifies for a reduced or free Transport ticket or Activity.

In the event of a discrepancy between the information on the card on which the Transport ticket is encoded and the information recorded on the chip, the latter shall be considered binding.

If the documents listed above are not presented, the User cannot access the lift or the Activity, and must pay the price of the Transport ticket required to access the lift and/or the price of the Activity.

In the event of a Transport ticket inspection, the User must also pay a fixed penalty which may be up to five times the value of the daily Transport ticket. The amount of this fixed compensation is rounded up to the next euro.

If the User is unable or unwilling to pay the fixed penalty immediately, the inspector shall draw up an official report of the infringement. He is then entitled to note the identity and address of the User. If the latter refuses or is unable to prove his identity, the inspector may immediately report to a police officer, who may order him/her to immediately present the User to him. This procedure shall be terminated immediately if the User pays all the sums due in relation to the transaction. The User has a period of three months from the offence to pay the amount of the transaction, including any sum corresponding to the price of the Transport ticket, the fixed penalty and the dossier fees. The User may also, within the same time limit, lodge a protest with Méribel Alpina. If the payment is not made within the aforementioned time limit and in the absence of a protest, the offence report is sent by Méribel Alpina to the Public Prosecutor and the User will be liable for a fixed penalty fine collected by the Public Treasury.

The User may have the Transport ticket of a third party withdrawn in order to give it to its true holder.

The fixed penalty is not due in the event of failure to present proof of reservation for an Activity.

ARTICLE 7. NON-TRANSFERABLE TRANSPORT TICKETS

Transport tickets are personal and may not be transferred to any third party, whether in return for payment or free of charge. Any Transport ticket that has been transferred in this way shall be considered invalid.

As an exception, the Transport tickets valid during the summer season for the shortest period offered by Méribel Alpina may be used by several Users.

ARTICLE 8. LOSS OR THEFT OF A TRANSPORT TICKET, MERIPASS OR CARD GIVING ACCESS TO AN ACTIVITY

In the event of loss or theft of the smart card on which the Transport ticket is encoded, and provided that the Transport ticket was purchased from Méribel Alpina or from one of its agents, the User must declare this loss or theft at a Méribel Alpina sales point. He must then provide:

- If the Transport ticket was bought from Méribel Alpina, the original sales receipt for the Transport ticket.
- In case of purchase on the Méribel Alpina Website, the receipt is the order confirmation email; or
- If the Transport ticket was purchased from a Méribel Alpina agent (distributor, travel agency, etc.), the number of the smart card on which the Transport ticket was encoded.

On presentation of these elements, a new smart card will immediately be delivered at a charge of 5€ including tax in the summer season and 10€ including tax in the winter season. This sum is not refundable if the original smart card is found. The new smart card is encoded with a new Transport ticket for the remaining duration of the original Transport ticket.

The lost or stolen smart card will be immediately deactivated. It can therefore no longer be used, even if it is found.

If the Transport ticket was purchased from an entity other than Méribel Alpina or one of its agents the User must declare the loss or theft of this Transport ticket to this entity.

As an exception, no replacement can be made for:

- The Méripass;
- Transport tickets for access to an Activity that are fully used, even if this use is made by a person other than the legitimate holder
- Access passes to an Activity during the summer season.

If the User has lost or had one of these Transport tickets stolen, he/she must buy a new one. He/she is invited to report the loss or theft of the Transport ticket to one of the Méribel Alpina sales points, so that the latter can deactivate the Transport ticket.

ARTICLE 9. DEFECTIVE TRANSPORT TICKETS OR ACTIVITY TICKETS

The smart cards on which a Transport ticket is encoded, as well as the tickets for access to an Activity, must not be folded, perforated, broken or placed near a source of heat.

In the case of malfunctioning of a smart card or an access ticket, the User can return it to one of the Méribel Alpina points of sale. The latter will replace it free of charge if the card or access ticket is handed in within three years of being supplied by Méribel Alpina or one of its agents. Nevertheless, if it is the case that the User has failed to comply with the Conditions of Use, the replacement of the

card or access Ticket shall be invoiced to the User at a rate of 5€ including tax in the summer season and 10€ including tax in the winter season.

If the smart card has been supplied by a body other than Méribel Alpina or one of its agents, the User must contact this body to obtain a replacement.

ARTICLE 10. THEFT OF OR DAMAGE TO EQUIPMENT

In the case of theft of damage to the equipment or part of the equipment provided to the User to enable him/her to participate in an Activity, the User must declare this theft or this damage to Méribel Alpina at the place where the equipment was given to him/her, without delay and in any case on the day of discovery of the theft or the damage. Failing this, the person having subscribed to the User's Guarantee loses the benefit of the Guarantee.

In the event of theft of the equipment, this declaration must be accompanied by a copy of the report drawn up by the police or gendarmerie describing the circumstances of the theft and the equipment (model, brand, etc.), as well as the key to the anti-theft device provided by Méribel Alpina when the equipment was supplied.

If the Guarantee had been taken out, the amount due to Méribel Alpina is limited to 250€ in case of theft of equipment or a part of this equipment, or damage to the equipment or to a part of this equipment, except in the following cases:

- Theft of or damage to the equipment occurring during the use of the equipment outside of any recreational activity (e.g. use for professional purposes or in the context of a sporting competition);
- Theft or damage resulting from an intentional act or negligence on the part of the User, his/her spouse or partner, his/her civil union partner, his/her ascendants or descendants;
- Theft of the equipment not attached by the anti-theft device supplied by Méribel Alpina to a fixed attachment point
- Damage resulting from modification of the equipment;
- Damage resulting from failure to follow the instructions for use of the equipment.

In the event of theft or damage corresponding to one of the above cases, or in the absence of subscription to the Guarantee, the amount due to Méribel Alpina is equal to:

- In the event of theft, the value of the equipment or the stolen item, excluding tax, less a discount of one percent per item.

In the event of theft, the value of the equipment or item stolen, less a discount of one percent per month beyond the 24th month following the purchase of the stolen equipment or item;

- In the event of damage, the price, exclusive of tax, of the repair of the damaged equipment or item, this amount, however, may not exceed the purchase price (excluding tax) of new equipment or component of equivalent quality.

The User is forbidden to carry out any repairs whatsoever on the equipment without the prior and express agreement of Méribel Alpina.

Méribel Alpina is the sole decision maker as to the choice of the supplier of new equipment or the repairer of the damaged equipment, as to the repairs it intends to carry out and as to the equipment, and as to the price it agrees to pay to replace or repair any equipment or part thereof.

ARTICLE 11. PHOTOGRAPHY AND VIDEOTAPING IN THE SKI AREA

During the winter season, Users are automatically photographed while riding on the Legends chairlift.

They can obtain their photograph free of charge at the terminal located at the top of this chairlift.

ARTICLE 12. PERSONAL DATA

12.1. Purpose and basis for processing personal data

The personal data collected when using a Transport ticket or participating in an Activity is processed in order to:

- Control the User's access to the ski lifts operated by Méribel Alpina or his/her participation in an Activity, if necessary to draw up an infringement report, to obtain the payment of the fixed penalty fee due for this offence and determine whether the offence is punishable by article L. 2242-6 of the Transport Code. This processing is based on the legitimate interest of Méribel Alpina to fight against fraud;
- Give assistance to the User in case of an accident, to ensure the administrative follow-up of the accident, to invoice the costs of the assistance and deal with any dispute. This processing is based on the legitimate interest of the commune of Méribel to provide a rescue service on its territory and to recover the related costs;
- Provide the User with his photograph taken on the Legends chairlift. This processing is based on the consent of the User;
- Send the User newsletters, commercial offers and invitations to take part in games, competitions or other events. This processing is based on the User's consent
- Respond to requests for information, comments and complaints from the User. This processing is based on the User's consent.

12.2. Person in charge of the processing

The processing mentioned above is carried out under the responsibility of Méribel Alpina, represented by its Managing Director and whose contact details are indicated in article 1.

12.3. Recipients of personal data

The data collected is intended for:

- Méribel Alpina;
- The authorities responsible for legal proceedings in the event of fraud by the User;

- The health services, the public authority in charge of invoicing and collecting rescue fees, the gendarmerie in case of an investigation and the insurers of Méribel Alpina and the User;
- Service providers whose intervention is necessary to carry out the above-mentioned processing.

This data may be transferred to a country outside the European Union. The User can obtain information on this transfer and the guarantees that apply to it from Méribel Alpina.

12.4. Duration of storage of personal data

The data collected is kept for the following periods:

- Data used to control the User's access to the ski lifts operated by Méribel Alpina or his/her participation in an Activity, if necessary to draw up an infringement report, to obtain the payment of the fixed penalty and determine if a repeat offence has been committed:

- o In the absence of fraud, during the period of validity of the Transport ticket or the Activity;
- o In the event of fraud:

- In the event of payment of the fixed penalty fee: until full payment of this fee;
- In the event of non-payment of the fixed penalty fee: for twelve months following of the offence report or until the date on which the User's conviction becomes final if this date is later;

- Data used to provide assistance to the User in the event of an accident, to allow administrative follow-up of the accident, to invoice the costs of the accident and to invoice the costs of the rescue and to deal with a possible dispute: for the time necessary for the care of the User and the recovery of the related costs;

- Data used to provide the User with his/her photograph: until the end of the day during which the photograph was taken. At the end of this period, the photograph is kept for a period of four weeks if the User enters his e-mail address at the terminal in order to receive a message allowing him to download his photograph;

- Data used to send the User newsletters, commercial offers and invitations to take part in games, competitions or satisfaction surveys: for three years following the collection of this data, this period being renewed for each significant interaction between the User and Méribel Alpina (order, information request, etc.);

- Data used to respond to requests for information, comments and complaints from the User: for the time necessary to process these requests, comments and complaints.

12.5. Rights of the User

The User may access his/her data, have it rectified or deleted, transfer it or have it transferred to a third party, and limit or oppose its processing. He/she may also withdraw consent to the processing of his/her data, the withdrawal of such consent not affecting the lawfulness of the processing carried out before the withdrawal. To exercise these rights, he/she must send a request to Méribel Alpina's data protection officer, at the address indicated in article 13.

Méribel Alpina will comply with this request subject to the respect of the obligations imposed on it. In order to protect personal data, Méribel Alpina reserves the right to ask the User for a proof of identity before answering this request.

Finally, the User can address a complaint to the Commission Nationale de l'Informatique et des Libertés (CNIL) if they feel that their rights have not been respected. The contact details of the CNIL are as follows CNIL, 3 place de Fontenoy, TSA 80715, 75334 Paris Cedex 07, France - Tel: +33 (0)1 53 73 22 22 - Fax: +33 (0)1 53 73 22 00 - Website: <https://www.cnil.fr/fr/plaintes>.

ARTICLE 13. REQUESTS AND COMPLAINTS

The User may send any request or complaint concerning the processing of his/her personal data:

- Either by post to the following address: Méribel Alpina, Protection des données personnelles, 350 route de Mottaret, 73550 Méribel, France;
- Or by e-mail to the following address: privacy@meribel-alpina.fr.

The User may send any other request or claim, within two months of the occurrence of the event giving rise to the claim:

- Either by post to the following address: Méribel Alpina, Service relations clientèle, 350 route de Mottaret, 73550 Méribel, France;
- Or by email to the following address: contact@meribel-alpina.com;
- Or via the website <https://www.ticketoski.fr/fr/meribel>.

ARTICLE 14. SETTLEMENT OF DISPUTES

In the event of a dispute between the User and Méribel Alpina relating to the validity, interpretation or execution of the Conditions of Use, the User may have recourse free of charge to a conventional mediation procedure or other means dispute resolution.

He may have recourse to a mediation procedure with the Tourism and Travel Ombudsman (MTV Médiation Tourisme Voyage, BP 80 303, 75 823 Paris Cedex 17, France - Tel: +33 (0)1 42 67 96 68 - Email: info@mtv.travel) in accordance with the procedures set out on the website <https://www.mtv.travel> and within a maximum period of one year from the written complaint made to Méribel Alpina.

He may also have recourse to the online dispute resolution platform set up by the European Commission, accessible on the website <https://webgate.ec.europa.eu/odr/>.

In the absence of an amicable settlement, the User may refer the matter either to one of the courts with territorial jurisdiction under the French code of civil procedure, or the jurisdiction of the place where he/she lived at the time the contract was concluded or of the occurrence of the prejudicial event.

ARTICLE 15. GREENHOUSE GAS EMISSIONS

The quantity of greenhouse gases emitted by the ski lifts operated by Méribel Alpina is:

- 74 g CO²e for a Transport ticket valid for one day and for the Méribel valley, equivalent to a car journey of 0.46 km;
- 116 g CO²e for a day pass for the Trois Vallées, equivalent to a 0.53 km drive by car.

Basis of calculation: 100% renewable energy (i.e. 6 g CO²e/kWh); diesel car 140g/km, class C, current average.

For any further information, the User may contact Méribel Alpina, Service qualité, sécurité et environnement, 350 route de Mottaret 73550 Méribel, France.

ARTICLE 16. ENTRY INTO FORCE OF THE CONDITIONS OF USE

The Conditions of Use come into force on 1st June 2022.

ARTICLE 17. MODIFICATION OF THE CONDITIONS OF USE

Méribel Alpina reserves the right to modify the Conditions of Use at any time.

ARTICLE 18. TRANSLATION OF THE TERMS OF USE

In case of any contradiction between the Conditions of Use in French and the Conditions of Use in another language, the Conditions of Use in French shall prevail.

ARTICLE 19. APPLICABLE LAW

The Conditions of Use are governed by French law.