

TERMS OF SALE

SOGEVAB, Société Anonyme d'Economie Mixte au capital de 240 000 euros.

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Hereinafter referred to as SOGEVAB

Article 1: Generalities

1.1/ The purpose of these presents Terms of Sale is to define the general conditions of sale of the products offered by Sogevab, whose activity is the management of the public service relating to the sports and aquatic center, cinemas, communal rooms and events (hereinafter referred to as "Establishment (s)") on the territory of the municipality of Les Belleville, and therefore the marketing of Title (hereinafter referred to as "Title (s)") for access to Establishments.

1.2/ The term "Customer" refers to the natural person who acquires a Title allowing him access to one or more Sogevab Establishments.

1.3/ The term "Seasonal Subscription" means the subscription to which natural persons can subscribe for the entire duration of the winter / summer season (s). The details of the subscription and its prices are to be requested by the Customer at the reception of one of the aforementioned Establishments.

1.4/ The term "Business Form Pack Subscription" refers to the subscription to which employers can subscribe for the benefit of their natural person employees. The details of the subscription and its prices are to be requested by the employer at the reception of one of the Establishments referred to above.

1.5/ The term "Partner" designates the professional with whom Sogevab has signed a mandate or partnership agreement.

1.6/ The term IMA designates the Instantaneous Maximum Attendance

1.7/ The acquisition of a Ticket or the registration for an event such as "Val Tho Summit Games" from Sogevab implies the Customer's knowledge and consent, fully and without reservation, of these general conditions. Sogevab is free to modify these general conditions at any time. However, it is specified that the applicable conditions are always those in force at the time of checkout in one of the establishments or when ordering online. The customer who has ordered a product through a Sogevab partner will be subject to the Partner's general conditions of sale.

1.8/ It is up to the Customer to inform himself about the Passes and prices and to select the most suitable. Sogevab cannot be held responsible for the choice of the Customer.

1.9/ The Pass is made up of a medium (detailed in article 2 of these general conditions) and a "proof of purchase" that the Customer must keep, in particular in the event of loss or theft of the main Pass.

1.10/ The Customer subscribing to a Subscription will receive a copy of these provisions electronically.

Article 2: Support for the Securities

2.1/ Single-use ticket

This is a ticket, printed on paper, including a bar code which, once scanned, allows unique access to the selling Establishment.

2.2/ Pass 1, 2, 5, 6 or 7 days

This is a cardboard support, including a bar code, allowing unlimited access for one (1), two (2), five (5), six (6) or seven (7) days - except for squash, badminton and tennis for which a reservation is necessary and a maximum duration must be respected - at one or more Establishments referred to above.

2.3/ Seasonal Subscription Card and Business Form Pack

An RFID chip card is given to the Customer holding the Subscription in order to allow him unlimited access for the duration of the subscription - with the exception of squash, badminton and tennis for which a reservation is necessary and a maximum duration must be observed - to one or more Establishments referred to above.

The Customer 's visits to one or more of the aforementioned Establishments will be kept by Sogevab in its computer ticketing system for control and statistical purposes. This data will be kept in accordance with Article 9 of these provisions.

This card, incorporating an RFID chip on which is encoded a Pass giving access to one or more of the Establishments referred to above, for the entire duration of the subscription concerned, is issued against a deposit of 10 euros.

2.4/ Ascension Passport (summer product)

This is a cardboard support including a bar code or a plastic card including an RFID chip, allowing unlimited access, during the period chosen by the Customer during the checkout - except for outdoor tennis for which a reservation is necessary and a maximum duration must be respected - in the Establishments of Sogevab and its Partners. It is the Customer's responsibility to find out about the list of partner activities, available at the reception of each Establishment, included in the Title.

2.5/ Registration for an event

When registering for an event, the Customer agrees to provide the personal data required for registration. The Customer certifies having read the regulations applicable to the event and to comply with them.

2.6/ Special IMA COVID bracelet

As the health context of COVID 19 may lead to a limitation in terms of the IMA, a bracelet may be given, in compliance with the sanitary measures in force, by Sogevab staff to the Customer upon arrival at the Establishment and collected during its exit, in order to control the IMA in institutions that do not have IMA control equipment.

Article 3: Photograph

The sale of any Pass within the framework of the Seasonal Subscription or the Business Form Pack is subject to the delivery or taking of a recent identity photograph, face-on, without the Customer 's sunglasses or headgear. This photograph will be kept by Sogevab in its computer ticketing system to facilitate any checks, reloading or reissuing of the Pass, unless the Customer opposes it for legitimate reasons, under the conditions of Article 9 below.

Article 4: Prices and terms of payment

4.1/ Prices

Payment of the price of the Pass will be made in euros to the exclusion of any other currency, regardless of the customer's nationality or the place from which he will place the order on the website.

4.2/ Terms of payment

Payment of the full price of the Pass will be made at the time of checkout, except payment by credit card in several installments. It will be made according to the payment method offered by Sogevab and

chosen by the customer at the time of checkout (VISA or MASTERCARD bank card, Holiday vouchers, or by "Top 3" credit card payment).

Only natural persons wishing to subscribe to the Seasonal Subscription may opt for payment by check. The transfer of ownership will only take place upon full payment of the price.

4.3/ Payment in three installments free of charge "Top 3"

When checking out, the customer has the option of paying in installments (2, 3 or 4), for the purchase of products or services.

Conditions:

This offer is reserved for individuals, in particular, holders of a card issued in France which is valid at least until the last day of the month in which the last due date is presented.

A contract with Sogevab's banking partner, Crédit Agricole des Savoie, will have to be completed at the time of checkout in one of the establishments. The buyer's identity card will be required when signing the contract, and a copy of the latter will be sent to the banking institution.

Method of payment by installments:

Payment for the purchase of goods or services is made according to the terms described below:

A first payment by credit card, for an amount at least greater than the amount of the purchase divided by the total number of payments desired, by debit from the bank account to which the card is backed. This first payment is subject to the conditions applicable to the bank card and to the procedures in force in Sogevab establishments.

One or more payments by distance selling bank card, issued respectively on D +30, D +60 and D +90, (the payment dates are mentioned on the ticket issued by the establishment's terminal), D being the day of purchase of the good or service depending on the number of due dates retained by Crédit Agricole des Savoie, in its capacity as creditor, the entire payment transaction must imperatively be within a shorter period or equal to 90 days. The card used is the one presented for the first payment. The buyer irrevocably undertakes that his account, for the due dates mentioned on the TOP3 ticket, is sufficiently and previously provisioned.

Execution of the contract - Payment incident

Any rejected transaction may be reissued.

If one of the payments was not honored, Crédit Agricole des Savoie would be entitled to pronounce the immediate payment of the sums due in respect of all the installments, after formal notice, not followed by effect, of pay the unpaid due within a week. The immediate liability for default of payment would also result in the liability of compensation set at 8% of the total amount still to be collected.

In addition, any characterized payment incident is likely to result in registration in the file kept by the Banque de France for this purpose, provided that the conditions for such registration are met.

In general, any payment incident, of whatever nature, may be brought to the attention of Sogevab at the initiative of the transaction by Crédit Agricole des Savoie.

Article 5: Interruption of the operation of the service

5.1/ Only an interruption of at least half a day and of more than fifty percent (50%) of the activities of the Establishment during the period during which the interruption occurs and to which the Pass gives access, and outside case of force majeure, may give rise to compensation for the damage suffered by the Customer (except for Seasonal Subscriptions and Company Form Pack Subscriptions).

5.2/ In the event that one or more Establishments are required to close due to changes in the health rules of Covid 19, the Customer may claim a pro rata temporis reimbursement of his Pass. The Customer must then make his request for reimbursement within two (2) months following the closure.

Article 6: Refund

6.1/ The Customer may request the pro rata temporis reimbursement of his Pass only in the following cases and on presentation of supporting documents (medical certificate, death certificate, etc.)

- Accident or injury that does not or no longer allow him to use his Pass (on presentation of a medical certificate)

- Family death (proof of family relationship and a death certificate will be requested)

Supporting documents must be sent to: compta2@sogevab.com. The complete file will be processed within 30 days.

6.2/ In cases where the Tickets issued are not used or completely exhausted, they will not be refunded or exchanged (except in the cases provided for in Article 5 and Article 6.1 above).

6.3/ Termination of the Seasonal Subscription or the Business Form Pack - Cancellation option

The payment of the cancellation option upon subscription allows the Customer holding a Seasonal Subscription or Business Form Pack to terminate the contract in advance upon a reasoned written request from him (form available at the reception of each Establishment) accompanied by supporting documents (health problems preventing him from taking advantage of activities, transfer to more than 40 km, end of employment contract unless resignation, etc...). Subject to full payment of the price, the subscription will be refunded pro rata temporis after deduction of a fixed management fee of € 19. Supporting documents must be sent to: compta2@sogevab.com. The complete file will be processed within 30 days. If the Customer, when subscribing, does not wish to subscribe to the cancellation option, no refund, even partial, can be made.

Article 7: Complaint

Any complaint must be addressed to Sogevab within two (2) months of the occurrence of the event giving rise to the said complaint, without prejudice to the legal means and time limits for resorting to mediation or taking legal action under the conditions defined in article 11. All complaints must be sent by email to info@sogevab.com or by post to the following address: 818 Grand Rue, Maison de Val Thorens - Val Thorens, 73440 Les Belleville.

Article 8: Intellectual property

The Customer does not acquire any right of ownership or use and may not use the names, signs, emblems, logos, brands, copyright and other signs or other literary, artistic or industrial property rights of Sogevab.

Article 9: Protection of personal data

In accordance with the provisions of law No. 78-17 of January 6, 1978, as amended, relating to data processing, files and freedoms, as well as regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 applicable As of May 25, 2018, the Customer has the right to access, query, modify and delete information concerning his data, to be exercised at any time with Sogevab by contacting customer service at the following email address: client@sogevab.com.

In application of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 and of Law No. 2004-801 of August 6, 2004 on the protection of personal data and amending Law No. 78- 17 of January 6, 1978 relating to data processing, files and freedoms, the user is informed that his personal data communicated by him during the checkout, when subscribing to the "Top 3", at the time of the creation of his online customer account and / or during an order, are recorded in the Sogevab customer file. These data are subject to automated processing intended for the management of their customer account, their order and the sending of related information, as well as compliance with legal or regulatory provisions relating in particular to the archiving of the contract, the exercise of the right of withdrawal or legal guarantees. The personal data collected during the creation of the customer account and / or the order may also be used by Sogevab, by its internal services, and by all of its authorized employees, for the purposes of processing and monitoring orders, information about promotions, special operations and upcoming events on the website through newsletters, surveys, satisfaction surveys, marketing studies with the aim of offering tailored offers, offers and commercial prospecting. The Customer may, however, oppose this when taking out a Subscription or creating his customer account by checking the empty box offering this possibility or subsequently by writing to the following postal address SOGEVAB, 818 Grand Rue, Maison de Val Thorens - LD Val Thorens - 73440 LES BELLEVILLE, or at the email address: client@sogevab.com.

The recipients of your personal data are our own management teams as well as our partners and subcontractors the Val Thorens Tourist Offices (Maison de Val Thorens - Val Thorens, 73440 Les Belleville - valtho@valthorens.com), Les Menuires and de Saint-Martin-de-Belleville (Belledonne building | La Croisette 73440 Les Menuires - grc@lesmenuires.com).

In this context, the Tourist Offices of Val Thorens, Les Menuires and Saint-Martin-de-Belleville are in charge of sending non-commercial communications for the purpose of facilitating customer relations by email in the name and for the account of our structure (news, events of the resort, practical information relating to the experience of stay). In accordance with applicable legal provisions, you have the option of objecting to the receipt of these messages when entering into a relationship or by clicking on the unsubscribe link which appears at the foot of the page on each message sent.

You have a right of access, rectification and opposition, for legitimate reasons, to the collection and processing of your personal data. The right of access is exercised by regular mail with a copy of an identity document addressed to: Les Menuires Tourist Office | Belledonne building | La Croisette 73440 Les Menuires - or by email at grc@lesmenuires.com

The data is kept for a period of 5 years after each purchase or reservation.

The data collected by the Val thorens, Les Menuires and Saint-Martin-de-Belleville Tourist Offices are as follows:

- Identity: title, surname, first names, address, telephone number (landline and / or mobile), e-mail addresses, language of communication.
- Data relating to the transaction and the monitoring of the commercial relationship: history of purchases and reservations, status of contracts, dates and place of stay.

Article 10: Language of the contract

The language of this contract is French. In case of translation into foreign language (s), only the French version is authentic.

Article 11: Jurisdiction

This contract is subject to French law, whatever the nationality of the customer or the place of delivery of the order.

In the event of a dispute, only the French courts will be competent, whatever the nationality of the Customer or the place of delivery of the order.

It is recalled, in accordance with the law, that the Customer has however the possibility of appealing - after attempt of amicable settlement remained unsuccessful carried out in writing with the customer service at the following address: SOGEVAB, 818 Grand Rue, Maison de Val Thorens - LD Val Thorens - 73440 LES BELLEVILLE - to a conventional mediation procedure or any other alternative dispute resolution method.

In particular, the European Commission has set up an out-of-court online dispute resolution platform for disputes between consumers and professionals in the European Union accessible at the following Internet address: <https://webgate.ec.europa.eu/odr/>

SPECIAL CONDITIONS DURING AN EPIDEMIC

Article 1: Information

The Customer declares to keep reasonably and regularly informed of the epidemiological situation, its evolution at national and local level, and associated protective measures.

Article 2. Compliance with health instructions

The Customer undertakes to respect at all times the barrier gestures and the hygiene and social distancing measures. It also undertakes to apply the health protocols in force, including the Sogevab Protocol for reopening - pandemic context available to it at the reception of Sogevab establishments.

Article 3. Modification

In principle, the Customer accepts any last-minute modification of the offers and / or the organization, guided in particular by a largely evolving regulatory framework.

Article 4. Non-compliance with instructions

Sogevab may terminate the subscription contract, without notice or compensation, if one of its employee notices repeated non-compliance with health protection measures.

Taking into account the epidemiological context, Sogevab strongly recommends subscribing to the cancellation option.

This document has been translated purely for information purposes; only the source document in French is legally binding.