

# GENERAL TERMS AND CONDITIONS FOR PANDEMICS/EPIDEMICS

## INFORMATION

The risk of a pandemic or an epidemic is considered by 4 Vallées and is defined as an exceptional situation. These General Terms and Conditions aim to detail the Customer's rights in such a situation. The General Terms and Conditions form an integral part of the Terms and Conditions of Use and GTCS of 4 Vallées, which are otherwise applicable.

Capitalized terms shall have the meaning defined in the Terms and Conditions of Use and the other documents which form part of the General Terms and Conditions (GTCS, Terms and Conditions of Use, Participation Rules, Privacy Policy, etc.).

The present General Conditions of Sale come into force for the 2022-2023 season and are not applicable retroactively regarding 2019/2020, 2020/21 or 2021/22 passes.

## ANNUAL PASSES

The "COVID19" guarantee allows the Customer to be compensated if they were unable to use their annual pass, either because of the closure of the ski lifts due to an ordinance by the authorities or because of border restrictions for Customers living abroad.

This guarantee is valid for the 2022/23 annual and day passes (known as "séjours") issued by the 4 Vallées ski lift companies (Téléverbier SA, Télé-Thyon SA, NV Remontées mécaniques SA) and is not applicable retroactively to the 2019/2020, 2020/21 or 2021/22 passes.

- a) The Client may claim a right to a refund or compensation on any of the following grounds:

The Client lives abroad, and restrictive measures related to the pandemic were introduced at the borders by the Swiss authorities or the authorities of his/her country of residence between the 17th of December 2022 and the 16th of April 2023. The following are considered to be restrictive measures: the closure of borders, the obligation to respect a quarantine on entry into Switzerland or on return to the country of origin. The following are not considered restrictive measures: the obligation to present a health certificate (negative PCR test, proof of vaccination) or any other document or certificate required by the authorities of the countries concerned.

The Client's pass must not have been used during the 2022/23 winter season (once used, the pass will not be refunded).

In these circumstances, the amount paid by the Client for the purchase of the annual pass is fully refunded, subject to the deduction of any administrative costs. Discounts obtained through vouchers, discount coupons (in particular property owner discounts granted by the local authorities), the price of insurance and other products purchased at the same time as the pass are also automatically deducted from the amount refunded. Cases not covered by these conditions are subject to the decision of the companies that issued the pass.

The lift companies cannot be held responsible for the non-arrival of a Client, if this is due to a non-restrictive reason (such as the precautionary principle, recommendations not to travel, etc.) or non-governmental reason (personal circumstances or illness).

No refunds will be made if the Client is quarantined by a doctor (e.g., due to infection or contact cases). These cases are associated to illness. It is the Client's responsibility to ensure that they are adequately insured against these risks, and they alone are responsible for not being able to use their Pass in such cases.

If decided, the extension of the requirement to present a health pass when using ski lifts will be applicable to the entire ski domain.

The obligation to present a valid health pass or any other equivalent/health certificate imposed by the competent authorities in Switzerland shall not give rise to any refund or exchange, including lift passes purchased prior to the announcement or entry into force of this obligation. The same logic applies to any unused passes should the customer invoke the same reasons.

Customers must be able to prove their identity during checks carried out on the ski domain or when boarding the ski lifts. Access to the ski domain may be refused or revoked if this is not the case. Customers are also responsible for being able to present their health pass at the departure station of any ski lift in an officially verifiable form (QR code, scan check). Any technical problems that may occur are not the responsibility of the 4 Vallées lift operating companies and shall not give rise to any form of compensation.

- b) The entire 4 Vallées ski domain had to be closed by order of the authorities between the 17th of December 2022 and the 16th of April 2023, as part of health measures. This clause does not apply if capacity restrictions or other protective measures are introduced. All operational days outside this period are a bonus offered to the Client, thanks to the altitude of the 4 Vallées ski domain and its artificial snowmaking network. In the event of late opening or early closing during the season, the Client may not claim any compensation.

In these circumstances, the Client is refunded on a pro rata basis for the number of days of closure according to the table below.

Annual pass holders are classified into seven categories, depending on the type of pass purchased:

- Category 1 >> Adult 4 Vallées « ordinary » pass
- Category 2 >> Adult Verbier / Printse « ordinary » pass
- Category 3 >> Adult « regional » pass
- Category 4 >> « referral » pass
- Category 5 >> Mont4Card « youth »

- Category 6 >> Mont4Card « child »
- Category 7 >> « non-skier » pass and « half-annual » pass

Customers with passes that do not fall into one of the above categories are not entitled to any compensation.

4 Vallées has defined 4 time periods, each corresponding to a minimum/maximum number of days of closure. The defined periods are as follows (the number of days is accumulative):

- From 21 to 50 days
- From 51 to 80 days
- From 81 to 110 days
- From 111 to 121 days

A closure of 20 days or less does not result in compensation for the Client.

Depending on the category to which the Client belongs and the number of days of closure, the Client will be offered compensation for an amount determined in advance.

| Number of days that the ski domain was closed | from 21 to 50 days      | from 51 to 80 days      | from 81 to 110 days     | from 111 to 121 days    |
|---|-------------------------|-------------------------|-------------------------|-------------------------|
| Category 1                                    | 200 CHF                 | 400 CHF                 | 800 CHF                 | 1000 CHF                |
| Category 2                                    | 150 CHF                 | 300 CHF                 | 500 CHF                 | 700 CHF                 |
| Category 3                                    | 100 CHF                 | 150 CHF                 | 300 CHF                 | 450 CHF                 |
| Category 4                                    | 125 CHF                 | 200 CHF                 | 400 CHF                 | 700 CHF                 |
| Category 5                                    | 50 CHF                  | 100 CHF                 | 150 CHF                 | 300 CHF                 |
| Category 6                                    | 30 CHF                  | 80 CHF                  | 100 CHF                 | 200 CHF                 |
| Category 7                                    | 50% of its age category | 50% of its age category | 50% of its age category | 50% of its age category |

The amount paid by the Client for the purchase of his annual pass is refunded according to the above calculation method, subject to the deduction of any administrative costs. Discounts obtained through vouchers, discount coupons (property owner discounts granted by the local authorities), the price of insurance and other products purchased at the same time as the pass are also be automatically retained. Cases not covered by these provisions are subject to the decision of the companies that issued the pass.

### C) For clients living abroad

If a restrictive measure\* applies at the swiss border or in the client's country of origin for more than 15 days (between the 17th of December 2022 and the 16th of April 2023) and that their pass remains unused throughout the winter season, the client may claim a full refund of the pass, minus any administrative costs. (which can amount to from CHF 50.- for mont4cards, to CHF 100.- for adult passes) and discounts. the pass will be no longer valid for summer 2023. The client can collect the

amount to which they are entitled by completing a form available at the end of the season and **no later than the 1st of June 2023.**

The lift companies will absolutely not accept to award a refund, even partial, for a pass used even only once.

\*Restrictive measures include : the closure of borders or the obligation to respect a quarantine of at least 5 days on entry into Switzerland or on return to the country of origin. the obligation to present a health certificate (negative PCR test, proof of vaccination, health pass) or any other document or certificate required by the authorities of the countries concerned is not considered a restrictive measure.

## DAY PASSES (KNOWN AS 'SÉJOURS')

Unused passes of 1 to 21 days, purchased at the ticket sales points or on the online sales sites of the operating companies, are also covered by an exceptional guarantee under the same conditions as those listed for annual passes.

They are subject to the same circumstances as for annual passes, i.e. :

- a) if the validity of the day pass fell within a period during which restrictive measures were in force and the Client was unable to use it
- b) if the lifts were closed for health reasons during the period of validity of the day pass concerned

The lift companies cannot be held responsible for the non-arrival of a Client, if this is due to a non-restrictive reason (such as a precautionary principle, recommendations not to travel, etc.) or a non-governmental reason (personal reasons, illness, etc.).

No refund is given if the Client is quarantined by a doctor (notably following an infection or a case of contact), as these cases are associated with illness. It is the Client's responsibility to ensure that they are properly insured against these risks, and they alone are responsible for not using their pass in such cases.

## CLUB CARD

The Club Card fee is set at:

- 49 CHF per adult
- 42 CHF per youth
- 25 CHF per child

In the event of closure of the ski lifts due to a pandemic, no refund of the Club Card fee is granted. 4 Vallées considers the amount of the annual fee as an acceptable risk for the Client.

## REFUND PROCEDURE

Clients who have purchased their passes at a point of sale (cash desks, vending machines, etc.) or on an online sales site must contact the lift company from which they purchased their pass to obtain compensation.

Annual pass holders must submit their application after the end of the 2022/23 winter season using the form provided for this purpose, **by no later than the 1st of June 2023**. Applications received after this deadline are not considered.

Clients who have purchased 1 to 21 day passes in advance must submit their request within one month following the date of validity of their pass.

The price of insurance and other products purchased at the same time as the pass, possible discounts and/or coupons are deducted from the refund. Cases not covered by these provisions are subject to the decision of the companies that issued the pass.

Compensation can be received in the form of a voucher (to be used when purchasing a future pass) or in cash. It is the Client's responsibility to provide 4 Vallées with all the information required to process the refund.