

SPECIAL TERMS AND CONDITIONS OF SALE FOR TOURIST PACKAGES AND SERVICES

from the SAMOËNS Tourist Office

In accordance with Article R211.4 of the French Tourism Code, these special terms and conditions of sale are intended to inform customers of the Samoëns Tourist Office prior to signing the contract.

In accordance with Article L211.9 of the Tourism Code, this pre-contractual information shall form an integral part of the contract and may only be modified by express agreement between the parties.

These SPP may be modified and updated by the Samoëns Tourist Office at any time. The applicable SPP are those in force at the time of booking. These GTC are communicated to the customer at the time of booking a service with the Samoëns Tourist Office and can be viewed and downloaded from the website: www.samoens.com

1. Formation of the contract

1.1 – General provisions

Booking any of the tourist services (accommodation, transport, stays, guided tours, ticketing, etc.) offered by the Samoëns Tourist Office implies unreserved acceptance of the provisions of our special terms and conditions of sale (CPV).

1.2 – Formation of the contract

Outside of the website, all booking requests must be made at the tourist office headquarters, either by email to reservation@samoens.com, or by post to Samoëns Tourist Office, 66 place de la gare, 74340 Samoëns.

Beyond this, outside of the internet or via the tourist office website, all orders will only be considered final

- on the one hand, upon receipt of the completed, dated, and signed contract, quote, or proposal, or upon validation of the quote via our website through the online registration process, subject to confirmation by the tourist office based on technical feasibility, available space, and, where applicable, a minimum number of participants.

- and, on the other hand, upon receipt of payment of a deposit and balance or the total amount for the services, as specified in Article 5 of these GTC.

The elements of the contract in response to specific customer requests shall prevail over those contained in these GTC, without prejudice to the texts in force.

2. Conditions for providing services

Once the balance has been paid, the Samoëns Tourist Office will send the customer a voucher containing details of all the services booked, which must be presented on arrival.

Given their time-sensitive nature, none of the services sold by the Samoëns Tourist Office may be extended beyond the service expiry date.

The customer must arrive on the date and at the times specified in the booking contract, with the voucher.

In exceptional circumstances, we may be forced to cancel a visit if the minimum number of participants is not reached. You will be notified of this decision in accordance with the terms of Article 6.2 of these GTC. In the event of cancellation by the Samoëns Tourist Office, your payments will be refunded in full, without any further compensation. All costs incurred by the customer remain their responsibility.

Children are the sole responsibility of their parents, guardians, teachers, or other persons responsible for them.

For groups only - Space reservation (meeting, reception, conference, etc.)

The Client must inform the OTS in writing of any significant changes to the number of participants in the event, no later than 11 days before the start of the Service, in accordance with the Article relating to the conditions for modification and cancellation by the Client.

The space rented or made available to the Customer must be returned in the same condition as when the guests arrived, according to the inventory of fixtures drawn up jointly with the service provider. Any damage will be billed to the Customer directly by the Service Provider.

Transport reservation

The Customer must provide in writing the number of people to be transported as well as the exact pick-up and drop-off addresses. Without precise information from the Customer on the day of the reservation, the offer cannot be guaranteed and must comply with safety instructions and rules and those inherent in the highway code and/or those of the driver.

2.1 For stays with accommodation

Accommodation services included or not included in a package are calculated by the number of nights (overnight stays). Prices include room rental and, where applicable, depending on the terms of the contract, breakfast, half board, or full board. The services or amenities included in the package are specified on the product sheet on our website or in our various brochures for each of the services. Unless otherwise specified in the contract, they do not include drinks with meals and other possible extras, such as bed linen and towels for furnished rentals. For hotels, when a customer occupies a room designed to accommodate two people alone, they will be charged a supplement called a "single room supplement."

2.1.1 Conditions of use of the accommodation: for certain types of tourist accommodation (furnished apartments, residences, etc.), a deposit of an amount set by the owner may be required upon arrival at the premises or via Swikly (a secure online deposit platform). The deposit will be returned within thirty (30) days of departure after verification of the good condition and cleanliness of the premises. The rental agreement

specifies all the obligations of the parties, including the capacity (number of people), the layout, the condition of the premises on arrival and departure, reasonable use of the accommodation, holiday insurance, etc.

2.1.2 Internal rules of co-owned properties: In the case of rentals in a multi-unit building, the customer, as an occupant of the premises, shall comply with the internal rules of the residence.

2.1.3 Pets: Pets may or may not be allowed in certain accommodations, subject to a supplement to be paid on site according to the description of the accommodation.

2.1.4 Options for household linen and/or sheets and/or cleaning services may be offered by each rental company and can be reserved and paid for on site.

2.1.5 Arrival time: When booking accommodation, we strongly advise you to notify the accommodation provider directly of your arrival time, as some establishments do not have a night reception.

2.2 For guided tour reservations

All guided tours may be canceled by the Samoëns Tourist Office in the event of bad weather or in cases of force majeure as referred to in Article 6.3 of these GTC – in this case, you will be refunded the amount paid without being entitled to any compensation. Each participant must comply with the instructions set out in 2.4 of these GTC.

The customer must arrive on the specified day at the times and locations mentioned in the contract.

Unless otherwise stated, the minimum group size for guided tours is 5 people and the maximum is 30 people. Above this threshold, the presence of a second guide is mandatory.

2.3 For activities involving food and drink consumption

For services involving food products, customers with allergies or intolerances to certain foods must inform the Samoëns tourist office and/or the service provider before consumption.

For services that include alcoholic beverages, it should be noted that “alcohol abuse is dangerous for your health” and that the Samoëns Tourist Office and/or the service provider concerned may limit or prohibit alcohol consumption depending on the situation.

2.4 For all physical activities (guided tours, sports, leisure, wellness, relaxation, etc.)

The customer must ensure that they have the physical and mental capacity to participate in the services they purchase, some of which may involve difficulties or specific requirements (physical and/or mental capacity, altitude, swimming/ability to swim, duration, distance, stairs, height, slippery ground, disabled access, etc.), or even the requirement to provide a certificate of fitness.

Guided tours, in particular, take place on foot, so participants must be equipped with good shoes and clothing suitable for the weather conditions on the day.

Each participant must report any allergies (meals, massages).

The customer must comply with all instructions given by the service provider or guide before the start of the service, as well as the rules of safety, caution, route, traffic, and equipment handling, which must be observed throughout the service: wearing a helmet, life jacket, harness, etc.

If you have any doubts about your abilities, we recommend that you contact the Samoëns Tourist Office in advance to obtain more information about the services available for your abilities.

2.5 Ski equipment rental

Ski equipment refers to skis, snowboards, monoskis, and poles, but not helmets. The equipment rental company may request a deposit, the amount of which varies depending on the store chosen by the customer. It is the customer's responsibility to inquire in advance about the conditions for paying a deposit and the amount thereof.

3. Cancellation

The 14-day cancellation right does not apply to tourist packages and other tourist and leisure travel services not included in the package (tickets, guided tours, etc.) which are provided on a specific date or during a specific period in accordance with Article L221-28, 12° of the French Consumer Code.

4. Prices

All prices are displayed in euros and include VAT or are subject to the special regime for travel agencies and include a 3% file management fee. When marketing through the Samoëns Tourist Office as a business provider, a flat-rate contribution to management costs of €1 per person is applied.

This amount covers the administrative, logistical coordination, and file tracking costs incurred by the Tourist Office.

Unless otherwise specified in a description of a service confirmed in the contract, the following are not included in the price: personal expenses, insurance, optional services not included in the description of the service, and, where applicable, tourist tax.

5. Payment

All registrations are subject to payment of the full amount of the service purchased less than 30 days before the start of the service, or payment of a deposit within 7 days of the reservation date and the balance 30 days before the start of the service, depending on the type of service subscribed to, as indicated in our materials and in the contract. More than 30 days before the start of the service, a deposit of 30% is paid by the customer and the balance 30 days before the start of the service. For bookings made 30 days before the start of the service, payment for the entire service will be required, unless there is a contractual agreement between the parties that will replace this article of the present CPV.

Payment is made:

By bank or postal check: made payable to the Samoëns Tourist Office, and, if necessary, proof of identity must be provided by presenting a national identity card or passport.

By bank transfer + IBAN (see invoice and/or contract),

By credit card: on the website via the secure Paybox open system, which is fully encrypted and protected so that no third party can access it during transmission over the network. The protocol used is SSL coupled with electronic banking.

By holiday voucher: it is possible to pay by holiday voucher, either in part or in full. No change will be given on holiday vouchers.

The Samoëns Tourist Office will send an invoice to the customer on request after full confirmation of the order and payment.

6. Cancellation conditions

6.1 By the customer: groups, individuals, and groups made up of individuals

In accordance with Article L. 211-14, I of the French Tourism Code, the customer may terminate the contract at any time before the start of the service, provided that they comply with the following procedure and refund conditions:

- Any partial or total cancellation must be notified by email to reservation@samoens.com for individuals, to promotion@samoens.com for B2B, or by registered letter with acknowledgment of receipt to the Samoëns Tourist Office.
- Cancellation of individual tourist services and packages: cancellation fees are as follows, unless otherwise specified in the contract:
 - 30 days before the date of the stay: the customer will be refunded the amount paid, less a 3% administration fee.
 - Between the 30th and 21st day inclusive before the start of the stay: 25% of the price of the service will be retained.
 - Between the 20th and 8th day inclusive before the start of the stay: 50% of the price of the service will be retained.
 - Between the 7th and 2nd day inclusive before the start of the stay: 75% of the price of the service will be retained.
 - Less than 2 days before the start of the stay: 100% of the price of the service will be retained.
- In the event of a no-show or late arrival (see late arrival), no refund will be made (see insurance).

In the event of interruption of the stay by the customer, no refund will be made.

A partial cancellation corresponds to a reduction in one of the elements of the service. The pro rata rule will be applied on the basis of the compensation terms set out above.

Specific contractual cancellation conditions may be agreed between the tourist office and the customer, which shall replace these cancellation conditions without prejudice to the rest of these GTC.

6.2 By the Samoëns Tourist Office

In accordance with Article L. 211-14, III of the Tourism Code, the Samoëns Tourist Office may terminate the contract and refund the customer in full for any payments made, without any additional compensation being due, if:

1. The number of people registered for the tourist service or package is less than the minimum number specified in the contract and the Samoëns Tourist Office notifies the customer of the termination of the contract within the period specified in the contract, and no later than:

- 20 days before the start of the service if its duration exceeds 6 days,
- 7 days before the start of the service if its duration is between 2 and 6 days,
- 48 hours before the start of the service if its duration is less than 2 days.

2. Other cases of cancellation by the tourist office

If, before the start of the service, the Samoëns tourist office cancels the service, the customer, without prejudice to any claims for compensation for damages incurred, will be reimbursed immediately and without penalty for the amount paid. These provisions do not apply when an amicable agreement has been reached whereby the customer accepts a substitute service offered by the Samoëns Tourist Office.

6.3 Force majeure

The customer and the Samoëns Tourist Office have the right to terminate the contract before the start of the service without paying any termination fees when a cancellation or modification is imposed by a case of force majeure, such as—by way of example but not limited to—the occurrence of a natural disaster, armed conflict, labor dispute, a mandatory injunction by public authorities, a transport disruption, an operating accident – i.e. the occurrence of an event external to the parties, unforeseeable, beyond their control and impossible to overcome despite efforts to resist it.

The party invoking force majeure in relation to one of the above events must notify the other party by any means in a clear, comprehensible and apparent manner on a durable medium as soon as possible. The parties may consult each other, as far as possible before the service is provided, to examine in good faith whether the contract should continue or be terminated. The party aggrieved by the non-performance of the obligation prevented by the event in question shall have the right to cancel the service without notice. Pursuant to Article 1218 of the Civil Code, no damages shall be payable.

6.4 Refunds for cancellations

Unless an agreement has been reached between the Samoëns Tourist Office and the customer to postpone the service, in the event of cancellation and in accordance with the terms of Article R221-10 of the Tourism Code, the Samoëns Tourist Office will make the refunds required under II and III of Article L. 211-14 or, under I of Article L. 211-14, refund all payments made by or on behalf of the traveler, less the appropriate cancellation fees. These refunds to the traveler shall be made as soon as possible and in any event no later than fourteen days after the termination of the contract.

7. Changes

7.1 Changes requested by the customer

Any request for changes before the start of the service must be sent by email to reservation@samoens.com for individuals and to promotion@samoens.com for groups. All changes must be approved in advance by the Samoëns Tourist Office. As each request is handled on

an individual basis, the Samoëns Tourist Office is available to discuss any contractual changes or requests for additional services with the customer.

7.2 Changes made by the tourist office.

In accordance with Article L211-13 of the Tourism Code, the Samoëns tourist office may, before the start of the service, unilaterally modify the terms of the contract other than the price in accordance with Article L211-12 of the Tourism Code. Unilateral modification by the Samoëns Tourist Office will be possible without opposition from the customer if it is minor, provided for in the contract (weather conditions, number of participants, availability of the service provider depending on their craft or agricultural activity, etc.) AND the customer is informed as quickly as possible in a clear and written manner.

For major changes, or those resulting in an 8% price increase, the customer will be informed as quickly as possible, clearly and in writing, of the consequences of the change on the price of the stay, and will be given the opportunity to give their opinion and informed of the consequences of not responding within this time frame. They will be informed of any replacement service, as well as its price. When changes to the contract or the replacement service result in a reduction in the quality of the trip or stay or its cost, the customer is entitled to an appropriate price reduction.

If the contract is terminated and the customer does not accept any other service, the Samoëns Tourist Office will refund all payments made by the customer as soon as possible and in any event no later than fourteen days after the termination of the contract, without prejudice to any compensation under Article L 211-17 of the Tourism Code.

8. Delays/missed appointments

When a service specifies a specific time and place for the start of the service, in the event of a delay on the part of the customer, the latter must notify the Samoëns Tourist Office as soon as possible by telephone on +33 (0)4 50 78 62 50 during the following hours. Services not used due to this delay will remain payable and will not be refunded.

9. Transfer of contract

In accordance with Articles L211-11 and R211-7 of the Tourism Code, the customer may, as long as the contract has not yet taken effect, no later than 7 days before the start of the service and by any means that provides proof of receipt, inform the Samoëns Tourist Office of the transfer of the contract to another person who meets all the conditions applicable to this contract and who fulfills the same conditions as the original customer to perform the service.

In the event of a transfer, the customer and the transferee shall be jointly and severally liable for the payment of the balance of the price as well as any additional costs, fees, or other expenses incurred by this transfer. The Samoëns Tourist Office will provide information on the actual costs of the transfer, which must not be unreasonable or exceed the costs actually incurred by the Samoëns Tourist Office as a result of the transfer of the contract

10. Responsibilities

The Samoëns Tourist Office is the customer's sole point of contact and is responsible to the customer for the performance of the services ordered and the obligations arising from these special terms and conditions of sale. It is fully responsible for the performance of the services provided for in the contract, whether these services are performed by itself or by other service providers, and is required to provide assistance to customers in difficulty in accordance with the terms of Article R221-10 (useful information on health services, local authorities and consular assistance, making long-distance communications and finding other travel services).

The Samoëns Tourist Office cannot be held liable for booking errors attributable to the customer or caused by exceptional and unavoidable circumstances, for the total or partial non-performance of the services ordered in a case of force majeure as defined in Article 6.3 of these GTC, due to a third party, due to the customer's failure to fulfill their obligations, or in the event of fault on the part of the latter.

If any of the travel services are not performed in accordance with the contract, the Samoëns Tourist Office will remedy the non-compliance, unless this is impossible or involves disproportionate costs, taking into account the significance of the non-compliance and the value of the travel services concerned. If the Samoëns Tourist Office does not remedy the non-compliance within a reasonable period of time set by the customer, the customer may remedy it themselves and claim reimbursement of the necessary expenses.

The customer shall inform the Samoëns Tourist Office, during their stay and taking into account the circumstances of the case, of any non-compliance found during the performance of a travel service included in the contract. The Samoëns Tourist Office cannot be held liable for any damage of any kind that may result from the temporary unavailability of the website or an interruption in the customer's connection during the registration, booking, or payment process. The service provider is responsible for the smooth running of the customer's stay and will be informed as soon as the customer notices any point that does not comply with the description given at the time of booking.

11. Insurance

When you make your reservation, the Samoëns Tourist Office will offer you the option of taking out cancellation insurance for certain services. We invite you to check that you are not already covered by such insurance. The information document summarizing the main guarantees and exclusions of the insurance policy can be consulted at <https://reservation.samoens.com/medias/images/prestations/garanties-client-fr-452772.pdf>. We invite you to read it carefully.

If you do not take out this insurance, we invite you to check that you are covered by these guarantees with the insurer of your choice, whom you will need to contact directly in the event of a claim in order to initiate the appropriate procedure.

12. Protection of personal data

The Samoëns Tourist Office may collect personal data necessary for the computer processing of your registration, its follow-up, the sending of newsletters, promotions and solicitations, or in the context of quality surveys (via email, SMS messages, telephone calls, and postal mail).

In accordance with the GDPR, you have the right to access, rectify, update, transfer, and delete your personal data at any time. You can exercise this right by contacting the data controller either by email at sandrine@samoens.com or by post at the Samoëns Tourist Office, providing proof of your identity in both cases.

Unless you indicate otherwise due to a limitation or objection to the processing of your personal data, we reserve the right to use this information to send you the various documents mentioned above.

You also have the right to lodge a complaint with the CNIL (French Data Protection Authority).

13. Intellectual property / photos / illustrations

The photos, maps, and illustrations contained in the brochures and/or on the website are for illustrative purposes only and are not contractually binding. Any reproduction or commercial or non-commercial use of these elements is strictly prohibited without prior written authorization.

The repeated and systematic extraction of protected or unprotected elements from the www.samoens.com website causing any damage to the Samoëns Tourist Office or any of its service providers or suppliers is also prohibited.

14. Archiving of the contract

Any contract concluded with the customer for an order exceeding €120 including tax will be archived by the Samoëns Tourist Office for a period of 10 years in accordance with Articles L213-1, D213-1, and D213-2 of the French Consumer Code.

The Samoëns Tourist Office will archive this information and produce a copy of the contract at the customer's request.

15. Complaints/Disputes

These GTC are subject to French law.

Any complaints regarding a service must be sent to the Samoëns Tourist Office by email: reservation@samoens.com OR by telephone: (33) 04.50.78.62.50 within 7 days of the end of the service provided.

After contacting our Sales Department and in the absence of a satisfactory response from the Sales Department within 60 days, or if the response received is not satisfactory, the customer may appeal to the Tourism and Travel Mediator (www.mtv.travel).

If the sale is made online, the customer has the option of using the platform available on the website <https://webgate.ec.europa.eu/odr> to settle their dispute.

Any dispute that cannot be settled amicably shall be referred exclusively to the Court of Bonneville for a legal entity, and in the case of a natural person, jurisdiction is assigned to the competent court in accordance with Article R631-3 of the Consumer Code.

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Office de tourisme de Samoëns, place de la Gare, 74340 Samoëns -Tél. 33 (0)4 50 78 62 50

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