

Terms and conditions

GENERALITIES

These general terms and conditions (GTC) apply to all services and products of Portes du Soleil Suisse SA (PDS Suisse), whether chargeable or free of charge. The purchaser adheres to them fully and without reservation.

PDS Suisse reserve the right to modify the GTC at any time and without prior notice, by publishing a new version on the website (which invalidates and replaces the already existing version). By making a purchase after the publication of a new version of the GTC by PDS Suisse, the customer expressly accepts the new GTC.

A copy is available at the ticket offices in Champéry, Les Crosets, Champoussin or Morgins and can be downloaded from www.pds-ch.ch.

CLAUSES OF TRANSPORT

The ticket entitles the holder to free travel in the purchased area and during the published operating hours for the duration of its validity.

The customer is obliged to carry a ticket that is valid for the relevant period and corresponding to the appropriate user category.

PDS Suisse guarantees the safety of customers on board of its installations. As far as permitted, the liability of PDS Suisse is limited to its own negligent or intentional conduct.

The customer agrees to comply with the operating regulations. In particular, the customer shall behave in such a way that he does not endanger his own safety or that of other users of the area. He shall be liable for any damage or harm.

The resale of transport tickets is strictly forbidden, unless authorised by the company by contractual measure.

TICKETS

The ticket consists of an AXESS chip card on which a lift pass is loaded.

Tickets are strictly personal and non-transferable. They will not be exchanged, extended, or modified. A photo is mandatory for 8-to-15-day, season and $\frac{1}{2}$ season passes. In addition, for the season and $\frac{1}{2}$ season passes, the last name, first name, date of birth and address are mandatory.

TICKETS

Ski passes are issued on chip cards sold for CHF 4.-. Chip cards are reusable as they are reloadable. However, it is the customer's responsibility to carry their chip card and present it at the ticket office when purchasing a ticket. Under no circumstances is a chip card refundable.

If a card is damaged or non-compliant, it may be refused.

RATES

All public prices for tickets and smart cards are available at the ticket offices and on www.pds-ch.ch. They are in CHF and include all taxes.

It is up to the customer to inform himself about the products and prices to determine which are the most advantageous for him.

PDS Suisse reserves the right to modify its prices and the definition of the categories entitling to discounts and/or preferential conditions at any time and without prior notice.

The prices and conditions in force on the date of payment of the ticket by the customer shall apply.

Nota bene:

For 5-hour to 15-day ski passes: if you start your day's skiing in Champéry, Les Crosets, Champoussin or Morgins, you must buy your ski pass at a ticket office in one of the above-mentioned resorts or on the online sales portal www.pds-ch.ch or one of its partners in Switzerland (RailAway, Ticket Corner, etc.) Holders of 5-hour to 15-day ski passes bought in France must start their day's skiing in a French resort in the Portes du Soleil, otherwise they will have to pay a surcharge to unlock the pass.

PAYMENT

The accepted means of payment at the ticket office are:

- Visa, Mastercard, American Express, Diners, Postcard, Maestro, Twint, Reka-Card
- Cash (CHF and Euro¹)
- Cheques REKA²

A proof of sale (receipt) will be issued for each purchase, which must be kept until the end of the ticket validity.

- ¹ Payments in Euros are made in banknotes, coins are not accepted. Change is given in CHF.
- ² When paying by REKA cheque no change is given back.

EXCHANGE RATE

All ski passes are sold in CHF. The exchange rate applied at the ticket office for cash payments in Euro is updated regularly to keep up with market fluctuations.

The exchange rates applied on the credit card terminals or when making a purchase via our website are determined by the payment terminal companies. PDS Suisse has no control over these rates; it is the sole responsibility of the customer to check the conformity of the rates applied in case of payment in foreign currency. PDS Suisse is in no way responsible for an unfavourable exchange rate.

ONLINE BOOKING

Online orders can be done on <u>www.pds-ch.ch</u>. Online orders comply with the general terms and conditions of sale, except for the specific conditions detailed below.

SPECIFIC CONDITIONS

Online booking allows the customer to purchase the ski pass (chip card and ticket), or to reload a chip card with a new ticket.

Anyone in possession of a chip card has the possibility to reload it thanks to the WTP number on the card (XXXXXXXX-XXX).

It is the responsibility of the customer to fill in the information required to issue or reload the ticket correctly.

DELIVERY TIME FOR ONLINE ORDERS

The order must be submitted:

- For a first order with delivery: 8 days before the first day of validity of the pass
- For a first order with withdrawal at the ticket office: 1 hour before the start of validity of the pass
- For a top-up: 1 hour before the start of validity of the pass

PAYMENT

Payment in secure mode is made by Visa – Mastercard – PostFinance – TWINT PostFinance E-Finance - Masterpass.

The payment is made in a secure environment of Six Payment. The bank data transmitted are protected. The validated order will be effective only when the banking payment center concerned will have given its agreement. In case of refusal of the said centre, the order process is cancelled.

CONFIRMATION OF THE ORDER

Once the payment has been made and accepted by Worldline, a confirmation e-mail summarizing the entire order (confirmation number and recharged card(s)) is sent to the customer. The customer must be able to present this order confirmation (paper printout or preview on smartphone), in case of control on the ski area.

If a chip card is topped up online, the customer can go directly to one of the access terminals in the ski area. When making a first purchase, the customer collects the ski pass at any ticket office in Champéry – Les Crosets – Champoussin – Morgins.

To withdraw the pass, the buyer must present the order confirmation received by e-mail as well as proof of identity.

VALIDATION OF THE PASS

The ski pass is 'validated' as soon as an access terminal is passed, in the Champéry - Les Crosets - Champoussin - Morgins ski area.

RESPONSABILITIES AND GARANTIES

PDS Suisse cannot be held liable for any inconvenience or damage inherent in the use of the Internet network (service interruption, external intrusion, computer virus, etc.). The customer declares that he is aware of the characteristics and limits of internet, in particular its technical performance, the response times for consulting, querying or transferring data and the risks linked to the security of communications.

REPLACEMENT OF A PASS

LOSS / THEFT

If a ski pass is lost or stolen, it can be replaced upon presentation of proof of purchase.

in the end of the procedure, the old ticket is cancelled. A duplicate is given to the customer, with no possibility of changing the ticket. The customer pays the amount of the chip card, in the same way as for a new purchase.

OMISSION

Forgotten tickets are not simply replaced. The user must report the forgotten pass at the ticket office and pay the price of a replacement day at the adult fare valid for the area corresponding to the forgotten pass.

The replacement day shall be reimbursed on presentation of both tickets, after checking that the forgotten ticket has not been used on the day in question. The customer must do this before the next use of the current season. If this is the case, no refund is guaranteed.

A penalty of CHF 4.- is applied to the amount of the reimbursement.

REIMBURSEMENT

PARTIALLY USED OR UNUSED TICKETS

Partially used or unused tickets, whether or not caused by the user, are under no circumstances reimbursed by PDS Suisse.

CLOSING / SHUTTING DOWN OF LIFTS

If PDS Suisse fails to provide its services in connection with the sale of tickets or the use of lift infrastructure, or fails to provide them partially, permanently, or only temporarily, the customer shall have no claims whatsoever (in particular no claims for reimbursement or claims for damages). This applies in particular to interruptions or suspensions of operation or slope and path closures in the following cases:

- accidental fortuitous event
- force majeure such as wind and weather conditions influences, avalanche danger, strikes

- official orders or restrictions (including those due to power shortages)
- voluntary restrictions due to special circumstances (including a request from the authorities to save resources due to a shortage of electricity)
- pandemic or epidemic

INSURANCES

Only persons who have bought an insurance at the time of ticket purchase are entitled to a refund of any kind under the terms and conditions of the insurance in question.

Requests for reimbursement must be addressed directly to the insurance company.

The purchase of insurance is linked to the purchase of a ticket. The insurance is taken out for the same duration as the ticket. Rates are available on www.pds-ch.ch and at the ticket office.

The insurance is not refundable under any circumstances.

The general terms and conditions of insurance and additional information are available on www.snowassist.ch.

TICKET CONTROL

Verifications may be carried out at any installation, if necessary, by computerised means. In addition to his pass, the user must be able to prove his identity.

FRAUD AND INFRACTIONS

Any person using the lifts without a valid ticket or with another person's ticket will be fined CHF 250.- + the purchase of a day ticket at the adult rate with a chip card. If the fine is not paid immediately, a financial security must be provided. The guest may be required to leave the resort.

Furthermore, any misuse of a ticket will result in the irreversible confiscation of the ticket.

In the event of a repeat offence, PDS Suisse reserves the right to no longer sell tickets to users affected by abusive or fraudulent practices.

EXCLUSION OF TRANSPORT

In the event of failure to comply with the operating regulations, the user may be excluded from carriage. In particular if the user is intoxicated or under the influence of alcohol or drugs, behaves improperly, does not observe the regulations on the use of the means of transport, does not wear the mask over the mouth and nose in the event of a pandemic situation, does not comply with the instructions of the staff.

In the event of a repeat offence, PDS Suisse reserve the right to no longer sell tickets to those who do not comply with the operating regulations.

RESCUE SERVICES

In the event of an accident on the PDS Suisse ski area and recourse to the rescue service, an amount determined thanks to the intervention rates communicated by the RMS, not including material costs, is invoiced to the injured customer. Third-party costs (like Rega, doctor) are borne directly by the customer. Any claims for reimbursement must be submitted by the customer to his insurance company.

CUSTOMER RELATIONSHIP

A contact form is available to customers on the website www.pds-ch.ch.

Special requests must reach PDS Suisse no later than 7 days after the end of the season for the Swiss part of the area. In the interest of continuous improvement, requests are always received with attention and will be treated within 10 days.

APPLICABLE LAW / PLACE OF JURISDICTION

The "Portes du Soleil" brand covers several providers (the lift operators of the Portes du Soleil International Association), who form a fare network. Each of the companies is responsible for the operation of its own lifts and slopes. The transport contract is agreed directly between the customer and the relevant operator. The operator

is responsible for the proper performance of the services in question. The operator is also responsible for technical maintenance of the facilities and ensuring that the "Obligation to maintain safety" is met (Piste and Avalanche Patrol). Accordingly, any liability claims, especially those concerning accidents, will be dealt with by the company in whose territory or on whose installation the incident occurred.

The contract between the client and Portes du Soleil Suisse SA is subject to Swiss law.

The place of jurisdiction is Val-d'Illiez.

PERSONAL DATA AND FRAUD

Anyone travelling on the ski lifts without a valid ticket or with a third party's pass will be required to pay a supplement of CHF 250 + the purchase of a day pass at the adult rate with a smart card. If they do not pay immediately, they will be asked to provide guarantees. Failure to do so may result in exclusion from transport. Furthermore, any misuse of a ticket may result in the irreversible confiscation of the pass.

In the event of a repeat offence, PDS Suisse reserves the right to refuse to sell tickets to users involved in abusive or fraudulent practices.

Checks may be carried out at each facility, using IT systems where necessary. In addition to their pass, users must be able to prove their identity.

As part of the operation of its facilities and the fight against fraud, Les Portes du Soleil Suisse SA has implemented an automated control system that includes image capture at access terminals and an algorithmic analysis system. This processing is carried out in accordance with the Federal Data Protection Act (FADP), the European General Data Protection Regulation (GDPR) where applicable, and all other applicable legislation.

Collection of personal data

Les Portes du Soleil Suisse SA collects personal data by the following means:

1. Information provided voluntarily by the user

When purchasing transport tickets, accessing services or interacting with our services in any way, users may be required to provide personal data such as their first name, surname, email address, postal address, telephone number, date of birth, supporting documents required to obtain specific rates, and information relating to their order.

Payment data is never stored by the Operator. It is processed exclusively and securely by our approved payment providers, Saferpay.

2. Information collected automatically via our website and digital platforms

When you browse our websites, online shops or social media pages, we may automatically collect information relating to your use of these services, including: browsing preferences, pages viewed, time spent on certain sections, connection origin, order history, technical data about the device (IP address, device type, browser, etc.).

This data enables us to ensure the proper functioning of our services, improve the user experience and, where the user has consented, offer personalised content.

- 3. Information collected automatically at access gates and control equipment When passengers pass through access gates, the Operator automatically collects: technical data related to the ticket (number, validity, category, etc.), passage information (time stamp, facility used, checkpoint), images captured by cameras installed at the gates, and digital fingerprints generated by the algorithmic analysis system designed to detect fraudulent use.
- 4. Information collected by integrated third-party services The use of third-party services on our site (Google Maps™, YouTube™, audience measurement tools, etc.) may lead these providers to collect certain personal data using their own technologies. Before using these services, we recommend that you carefully review the privacy policies of these third-party companies, as the Operator is not responsible for their personal data practices.

The French version takes priority.

Champéry, 19/11/2025