



RULES OF PARTICIPATION AND GENERAL TERMS AND CONDITIONS OF THE GRAND PRIX DE SERRE CHEVALIER 2023

Version updated on 3 January 2023

PREAMBLE

The fourth edition of the "Grand Prix de Serre Chevalier" (hereinafter referred to as the "Event") is organised on Saturday 25 March 2023 by SCV Domaine Skiable, a simplified joint stock company with a share capital of €15,012,460.40, whose registered office is at Chantemerle le Serre d'Aigle - Place du Téléphérique - 05530 Saint Chaffrey, registered on the Trade and Companies Register in Gap under number 348 799 529, represented by Patrick Arnaud, Managing Director.

By contract dated 20 October 2022, the company La Bande Originale, a simplified joint stock company with a share capital of €1,000, whose registered office is at 15 route de Menthon - 74290 Veyrier-du-Lac, registered on the Annecy Trade and Companies Register under number 893 781 450, represented by Rémi PODETTI, Chairman, has been entrusted with the organisation and overall management of the event, on behalf of SCV Domaine Skiable

SCV Domaine Skiable is hereafter referred to as the "Organiser" of the Event.

The company La Bande Originale is hereafter referred to as the "Partner" of the Event.

This document defines the rules of participation and the general terms and conditions of the Event (hereinafter "the Rules").

The calendar (places and dates, registration fees) is published on the website <https://grandprix-serrechevalier.com/> (hereafter the "Event Website")

The term "Participant" refers to you, as a participant in the Grand Prix de Serre Chevalier, whether you are a minor or an adult, and the term " Legal Guardian of the Minor Participant" or "Legal Guardians of the Minor Participant" means the person(s) having parental authority over the Minor Participant.

Registration for the Event implies express and unreserved acceptance of the Rules by the Participant.

The Organiser may revise and update the Rules of Participation at any time, excluding the terms and conditions; please check the Rules regularly. In the event of a material change to the Rules, the Organiser will endeavour to notify the Participant by email.

1. THE COURSE

The Organiser will propose two courses:

- The Crazy course,
- The Fun course.

The start is at the top of the Serre Chevalier cable car (Chantemerle) for both courses, and the finish is in Monétier (Pré Chabert). The entire course and stages will be announced seven (7) days before the Event on the Event website and by email to all Participants.

1.1. THE CRAZY COURSE

The crazy course is a course for people over fourteen (14) years of age at the time of the start of the event.

It is aimed at participants who ski well (level equivalent to class 3 and above) who can ski both on and off-piste. The course is approximately forty-two (42) km and includes one (1) optional stage (the Jackson).

Helmets are compulsory. For the Crazy course, an avalanche transceiver is compulsory as well as a backpack with a shovel and probe. This equipment is not provided by the Organiser. Back protection is strongly recommended. The usual equipment for a day's skiing is also recommended (goggles or sunglasses, gloves, sun cream...).

The Organiser will not allow access to the Crazy course to any Participant who is not equipped with a helmet and a transceiver.

Please note that if the Participant is between fourteen (14) and eighteen (18) years of age at the time of the start of the event, the legal guardian(s) of the Minor Participant must fill in and sign the Parental Authorisation form at the time of registration on which the age of the Participant and the course for which they are registered are indicated, and on which there is also an authorisation for the use of the image rights of the Minor Participant (hereinafter the "Parental Authorisation").

In the absence of the signature of such a Parental Authorisation, approved by the Organiser, the minor will not be able to access the Crazy course.

Furthermore, the Organiser cannot be held responsible in the event of false or erroneous estimates of the Participant's level of skiing, whatever the weather conditions, on the day of the Event.

1.2. THE FUN COURSE

The Fun course is suitable for a wide range of skiers. It is mainly on blue runs and some red runs and is about 30 km long. Participants may take part from the age of 6 with a ski level equivalent to class 2. Helmets must be worn and are not provided by the Organiser. Back protection is strongly recommended. The usual equipment for a day's skiing is also recommended (goggles or sunglasses, gloves, sun cream...).

Please note that if the Participant is between six (6) and eighteen (18) years of age at the time of the start of the event, the legal guardian(s) of the Minor Participant must fill in and sign the Parental Authorisation form at the time of registration on which the age of the Participant and the course for which they are registered are indicated, and on which there is also an authorisation for the use of the image rights of the Minor Participant (hereinafter the "Parental Authorisation")

In the absence of the signature of such a Parental Authorisation, approved by the Organiser, the minor will not be able to access the fun course.

Furthermore, the Organiser cannot be held responsible in the event of false or erroneous estimates of the Participant's level of skiing, whatever the weather conditions on the day of the Event.

1.3 CONDITIONS OF PARTICIPATION

The event is open to everyone, individually or in teams of two.

The Crazy course is reserved for persons over fourteen (14) years of age at the time of the start of the event. The Fun course is authorised from the age of six (6) at the time of the start of the event.

Skiers, snowboarders, telemarkers, monoskiers, snowscooters, adaptive skiers and snowboarders may participate. Adaptive skiers and boarders and snowscoots may not sign up for the Crazy course.

Minors must provide proof of Parental Authorisation, which must be completed and signed by their legal guardian(s), as set out in Article 1.

Please note that Participants under the age of 18 are under the full responsibility of their accompanying person(s) during their participation.

All registrations for the Event are personal, firm and final, and cannot be refunded for any reason whatsoever, unless specifically stipulated in the Rules.

No change of teammate or course can be made by any Participant after registration.

No transfer of registration is permitted for any reason whatsoever.

Identity checks may be carried out on the day of the Event.

2. SUPPORTERS

2.1 CRAZY SUPPORTERS

People who want to enjoy the atmosphere of the Grand Prix de Serre Chevalier may participate as a Crazy Supporter. Details are given in article 3.2. No transfer of registration is allowed for any reason whatsoever.

Identity checks may be carried out on the day of the Event.

2.2 FUN SUPPORTERS

People who want to enjoy the atmosphere of the Grand Prix de Serre Chevalier may participate as a Fun Supporter. Details are given in article 3.2. No transfer of registration is allowed for any reason whatsoever.

Identity checks may be carried out on the day of the Event.

3. REGISTRATION PROCEDURES AND FEES 2023

3.1 FOR EVENT PARTICIPANTS

Participation in the Event implies the express and unreserved acceptance by each Participant of the Rules.

Registration for the Event is exclusively via the Event website, <https://grandprix-serrechevalier.com>, which will be open until midnight on Thursday 23 March 2023, subject to a limit of two thousand three hundred (2300) participants.

Registration fees for 2023 participants:

- Participants with a valid ski pass: 36,00 € (thirty-six euros)
- Participants without a valid ski pass €78.00 (seventy-eight euros)

Ski insurance is not included in the registration fee.

For Holiski card holders, the registration fee will be €78.00 (seventy-eight euros) and includes the day's skiing (not counted towards the loyalty day).

These prices include refreshments along the route, a meal at the finish and Grand Prix de Serre Chevalier goodies.

The rates expressed in this document are in Euros, including all taxes, at the rate in force on the day of registration.

The Organiser has set the number of places available at two thousand three hundred (2300). Beyond that, the Organiser reserves the right to terminate registrations at any time.

Participant's registration will be approved once:

- full payment is made;
- the various documents requested are approved by the Organiser.

Please note that registration implies the Participant's express acceptance of these Rules.

Each registration entitles the holder to one race number. No transfer of numbers is permitted for any reason whatsoever. Any person who transfers their number to a third party will be held responsible in the event of an accident occurring or caused by the third party during the event. The Organiser declines all responsibility in the event of an accident in this type of situation.

The Organiser reserves the right not to issue a start number to any Participant whose registration is considered incomplete.

3.2 FOR SUPPORTERS

Registration as a Supporter for the Event is exclusively via the Event Website, <https://grandprix-serrechevalier.com>, which will be open until midnight on Thursday 23 March 2023.

- **"Crazy" Supporter with a valid ski pass** 36,00 € (thirty-six euros)
- **"Crazy" Supporter without a valid ski pass** €78.00 (seventy-eight euros)

For Holiski card holders, the rate will be €78.00 (seventy-eight euros) and includes the day's skiing (not counted towards the loyalty day).

The fee includes a special Supporter bib, refreshments along the route, a meal at the finish and Grand Prix de Serre Chevalier goodies.

Ski insurance is not included in the Supporter registration fee.

- **"Fun" Supporter** €25.00 (twenty-five euros)

This fee includes a meal at the finish and Grand Prix de Serre Chevalier goodies

The rates expressed in this document are in Euros, including all taxes, at the rate in force on the day of registration.

The Organiser has set the number of places available at two thousand three hundred (2300). Beyond that, the Organiser reserves the right to terminate registrations at any time.

It is not possible for persons registered as supporters to participate in the events reserved for timed participants.

4. COLLECTION OF RACE BIBS AND PACKS FOR PARTICIPANTS

Bibs and packs can be collected on presentation of ID.

The collection of race bibs and packs is at the Salle du Serre d'Aigle, Place du Téléphérique in Chantemerle on Friday 24 March 2023 from 4.30 pm to 9 pm, subject to any necessary change.

All allocations of race bibs are firm and final. No bibs will be sent by post. The bib must be legible throughout the race, whatever the weather conditions on the day of the Event.

4.1 COLLECTION OF RACE NUMBERS AND PACKS FOR SUPPORTERS

Bibs (except the "Fun" Supporters) and packs can be collected on presentation of ID

The collection of race numbers (except for the "Fun" Supporters) and packs is at the Salle du Serre d'Aigle, Place du Téléphérique in Chantemerle on Friday 24 March 2023 from 4.30 pm to 9 pm, subject to any necessary change.

5. EVENT PROCEDURE, RANKING AND PRIZES

Liaison stages :

The course is made up of several obstacles or special stages. Linking stages, from the end of one stage to the start of another, will not be timed.

On these liaison stages, participants are no longer competing but using the ski area and must respect the usual rules for skiers, particularly the control of speed, trajectories and priority for skiers ahead.

There is no priority at ski lifts, and participants may not use the ski school queues. There will be controllers to ensure respect of this rule.

Any competitor who does not respect these rules will be sanctioned. Sanctions may include withdrawal of the bib and elimination from the team. Disrespectful and unsportsmanlike behaviour at any time during the event will be sufficient grounds for the elimination of the competitor and their team.

Timed or graded stages:

A race map with the location of the stages will be given to each Participant when they collect their bib. Each Participant must respect the order of the stages on the map (stages being numbered in order).

The start of time trials is marked by two (2) yellow banners. The finish of timed events is marked by two (2) pink banners.

The stopwatch will not start automatically if these zones are not crossed, and the stage will be considered as not completed in the classification.

For the off-piste special stages on the "Crazy" course, only major dangers, such as rocky drop offs or rocks located in the line of the usual run, will be marked or indicated. However, markers should not be considered complete nor exhaustive. On some sections, competitors will have to remove their skis and use ropes provided by the organisation.

The timing system and the terminals at the various timing points on each stage mean that several participants can cross the line at the same time or almost at the same time without effecting the timing. Participants, both teams and individuals, earn points at each stage. Any stage not completed by a team results in not earning those points. A participant from a team who does not complete the stage (whole or part) will be placed at the bottom of the ranking for that stage.

Each of these stages represents a different race configuration, either by time, score or option. Times will be converted into points for each stage.

Obstacles on the course are an integral part of the competition. However, some can be bypassed without losing points.

The right of way must be given to a faster team coming up behind if an overtaking situation arises in the timed zones. A protest may be lodged in the event of a dispute over team priorities or in the event of obvious obstruction by a team.

Timetable:

The “Crazy” racers will start from 9:00 am and “Fun” racers from 9:30 am, in groups of eight (8) Participants, subject to any changes deemed necessary.

Refreshments/food :

A refreshment area, for both the “Crazy” and ”Fun” courses, will be set up on the course. It is indicated on the map given to Participants on the day of the Event.

In addition, breakfast will be available at the start of the event, at the top of the Serre Chevalier cable car. There will also be a meal for the Participants at the finish area in Monêtier-les-Bains.

Behaviour:

Anyone who is aggressive towards other competitors and/or behave in a derogatory manner towards any member of the organisation will have their team disqualified.

Ranking:

The total of all times will be converted into points and will be the subject of various different rankings.

Prizes:

Prizes will be awarded for team and individual rankings, company challenge, best fancy dress, etc.

The prize-giving ceremony will take place on Saturday 25 March 2023 at the bottom of the slopes in Monêtier les Bains, subject to change.

6. ACCESS AND SAFETY

Bringing any items that may be dangerous or illegal, including alcohol, drugs, firearms, blunt objects and explosive materials onto the Event site is strictly forbidden.

The Organiser is entitled to refuse access to the Event or prevent continuing with the race to Participants whose behaviour is likely to disrupt the smooth running of the Event, including but not limited to: bringing any object that could potentially interfere in any way with the smooth running of the race and/or the safety of other Participants; bringing any distinctive sign promoting, in any form whatsoever, a political, philosophical or religious opinion likely to harm the image of the Event.

The Participant acknowledges and expressly accepts that the Organiser may call upon security personnel authorised to check both people and their personal effects.

Any person wishing to access the site agrees to submit to a check. If they refuse, they will not be allowed to access the site.

In addition to the SCV Domaine Skiable first aiders who will be at the Event, a medical assistance service will be provided. The members of the medical assistance service will be alerted by SCV Domaine Skiable staff spread out over the course and equipped with radios.

7. INSURANCE

Civil liability: In accordance with current legislation, the Organiser has taken out insurance covering the financial consequences of its own civil liability, and the civil liability of its employees and all Participants in the Event.

Personal liability: It is however recommended that "Crazy" participants and supporters take out their own personal accident insurance. This insurance will be necessary if the participant is the victim of an accident during the event. Participants take part in the event under their own responsibility in case of

accident or physical injury due to their state of health.

“Crazy” Participants and Supporters can take out ski insurance for the day of the Event, at a cost of 3,50€/person (three euros and fifty cents). T and Cs available on :

<https://serre-chevalier.monassuranceski.com/>

Every Participant and Supporter is responsible for their equipment and personal belongings. The Organiser declines all responsibility for any damage, loss, breakage, theft or deterioration occurring before, during and after the Event in all areas of the Event.

8. DECLARATION

The Organiser declares that they have submitted an application to the competent public authorities to organise the Event.

9. USE OF IMAGES

9.1. AUTHORISATION FOR THE ORGANISER AND PARTNERS TO USE THE PARTICIPANT'S AND SUPPORTER'S IMAGES

By participating in the Event on 25 March 2023, the Participant, or the legal guardian of Minor Participants acting as the holder(s) of parental authority over the Minor Participant or Supporter:

1/ agrees to, or authorises the minor to, let their image be used, free of charge, for the production of photographs and films on the day of the Event (hereinafter referred to as the "Photographs"). In this respect, they expressly waive the right to receive and/or claim any remuneration and/or consideration of any kind whatsoever for their participation in the Shoot;

2/ expressly and irrevocably authorises the Organiser, its Partners, and/or other third parties:

- to print their image or the image of a Minor Participant, taken during their participation in the Shoots during the race,
- to exploit the rights of use that they hold over their image or to exploit the rights of use that the Minor Participant holds over its image resulting from their participation in the Shoots (hereinafter referred to as the "Image") within the exclusive framework of broadcasting marketing messages promoting the Grand Prix de Serre Chevalier and more generally the Organiser, its products, services and/or brands in which the Photograph(s) would be integrated (hereinafter referred to individually or collectively as the "Messages"), under the following conditions
- to exploit the rights of use that they hold over their image and voice or that the Minor Participant holds over their image and voice, from their participation in the Shoots as well as on their name and surname used together or separately (the image, voice, name and surname being hereafter collectively referred to as the "Image");
- to exploit the rights of use that they hold over the content of any interviews or that the Minor holds over the content of interviews, reproduced in Shots (hereinafter referred to as "Interviews"),

exclusively within the framework of the diffusion of photographs and/or films on the Grand Prix de Serre Chevalier:

- Rights concerned: this authorisation includes the rights of reproduction, representation, adaptation (in particular for artistic, technical and/or commercial reasons), broadcast and use

of the Image within the framework of the broadcast of Messages according to the terms and conditions described below.

- Media for dissemination of the Messages (unlimited number of broadcasts and copies): all digital, print, TV and press marketing media with no limitation of media or formats.
- Authorised territory: Metropolitan France, DOM, ROM, COM and New Caledonia; please note that any distribution via the Internet is, by its nature, worldwide.
- Duration of the authorisation: the authorisation is granted for a fixed period of five (5) years from the date of the first broadcast of Messages, regardless of the medium.
- Nature of use: this authorisation is granted for the use of the Image in the context of the broadcasting of Messages for commercial, advertising, institutional and/or *corporate* purposes under the conditions set out herein.

This authorisation implies that the Organiser (its Partners, and/or third parties) may :

- make any modification, addition or deletion to the initial Image or to the image of the Minor Participant that they deem useful, provided that it does not lead to any alteration of their personality traits.
- to reproduce and use Interviews, or the Interviews of the Minor Participant in their entirety and/or extracts and/or quotations as well as to edit the original text and any modifications of vocabulary and/or terminology which it deems necessary as long as it does not alter the sense of the original Interview.
- Link or connect in any way whatsoever, and in particular by embedding, integrating, incorporating, associating, the Image or the Image of the Minor Participant with any signature, tagline, slogan, caption, brand, distinctive signs, products, legal notices and, in general, any element and information of any nature whatsoever chosen by the Advertiser, intended to illustrate the Messages.

The Participant or the legal guardian of the Minor Participant or the Supporter acknowledges and accepts that this authorisation is, exceptionally, granted with no recompense. Consequently, they expressly and irrevocably waive the right to receive and/or claim any remuneration and/or consideration of any kind whatsoever for the use of the rights to use their Image or the image of the Minor Participant under the conditions set out herein.

The Participant or the legal guardian of the Minor Participant or the Supporter acknowledges and accepts that this authorisation does not entail any obligation on the part of the Organiser (nor its Partners, and/or its third parties) to use their Image or the image of the Minor Participant in the context of the Messages, nor to broadcast the Messages.

The Participant or the legal guardian of the Minor Participant or the Supporter acknowledges that the reproduction, representation, distribution and exploitation of the rights granted herein do not in any way infringe on their privacy or the privacy of the Minor Participant and, generally, do not cause them any harm. They guarantee that there is no recourse or action possible against the Organiser from any person who would have any rights whatsoever to assert on all or part of the rights granted herein or on their use.

The personal data collected by means of this document and during the Shoot are processed to :

- Assure the Organiser of their consent or the consent of the Minor Participant to the use of their Image under the conditions set out above;
- Take and use the shots under the conditions set out above.

The processing is based on these Rules, which constitute a contract between the Organiser and the Participant, whether or not they are represented by their legal guardian(s).

Registration for the Event by the adult Participant or Supporter implies consent to the use of their image by the Organiser and Partners. Please note that the legal guardian(s) of the Minor Participant or Supporter must fill in and sign a parental authorisation form which includes an authorisation for the use of the image rights of the Minor Participant or Supporter (hereinafter the "Parental Authorisation").

The processing is under the responsibility of the Organiser, represented by Patrick ARNAUD, acting in his capacity as Managing Director, and whose contact details are: SCV Domaine Skiable - Chantemerle le Serre d'aigle - Place du téléphérique - 05530 Saint Chaffrey.

The recipients of the data collected are the Organiser, its Partners, and affiliate companies, members of the Compagnie des Alpes group.

The data may be transferred to a country outside the European Union. The Participant or the legal guardian of the Minor Participant may obtain further information on these transfers and the guarantees that apply to them from the Organiser.

The data collected is kept for a period of five (5) years from the date of first broadcast of the Messages or Films.

The Participant or the legal guardian of the Minor Participant or the Supporter has the right to access and rectify data concerning them or the Minor Participant. The Organiser shall comply with this request subject to compliance with these Rules and the legal obligations incumbent upon it.

The Participant, Supporter or Minor represented by their legal guardian(s) may exercise these rights:

- By post to: SCV Domaine Skiable, DPO, place du Téléphérique, Le Serre d'Aigle, Chantemerle, 05330 Saint-Chaffrey, France; or
- By e-mail to : scv.dpo@compagniedesalpes.fr.

In the interests of confidentiality and protection of the personal data of the adult or Minor Participant or Supporter, the Organiser must be able to verify the identity of the Participant or Supporter to respond to their request. For this purpose, the Participant or Supporter, whether or not represented by their legal guardian(s), must attach a photocopy of an identity document with date and place of birth and signature in support of any request to exercise the rights mentioned above, in accordance with the provisions of law n°78- 17 of 6 January 1978 known as the "Loi Informatique et Libertés", of article 92 of the decree of 20 October 2005 for the application of this law, and of the European regulation 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

Finally, the Participant or Supporter, whether represented by their legal guardian(s) or not, has the right to make a complaint to the CNIL if they believe that their rights have not been respected. The contact details of the CNIL are : Commission Nationale de l'Informatique et des Libertés, 3 place de Fontenoy, TSA 80715, 75334 Paris Cedex 07, France - Tel: +33 1 53 73 22 22 - Fax: +33 1 53 73 22 00 - <https://www.cnil.fr/fr/plaintes>.

9.2. IMAGES OF THE EVENT

Any communication of still images and/or filmed sequences of the Event taken by the Participant or Supporter during their participation in the Event must be limited to personal use and may not be used for promotional and/or commercial purposes outside the Event.

Furthermore, the Participant or Supporter, or the Minor Participant or Supporter represented by their

legal guardian(s), acknowledges and accepts the impossibility for the Organiser and its Partners to guarantee the protection of the use of any photographs and films for which they have given authorisation for the use of image rights, against possible misappropriation by third parties, and consequently waives the right to exercise any recourse against the Organiser and its Partners, in this respect.

10. PRIVACY POLICY

In accordance with the regulations in force concerning the protection of personal data, adult and Minor Participants represented by their legal guardian(s) or Supporter, have a right of access to information concerning them, as well as a right to rectify, oppose, limit the processing of and delete data, which they may exercise by sending a letter to : SCV Domaine Skiable, DPO, place du Téléphérique, Le Serre d'Aigle, Chantemerle, 05330 Saint-Chaffrey, France, or by e-mail to: scv.dpo@compagniedesalpes.fr.

If the Participant wishes to know more about the processing of their data, they may consult the following website: <https://grandprix-serrechevalier.com/politique-de-confidentialite>.

11. WITHDRAWAL PERIOD

The purchase linked to the registration of the Event, which is considered as a leisure activity with a predetermined date, cannot give rise to any refunds by the Organiser, in application of article L. 221-28 (and following) of the French Consumer Code.

12. OBLIGATIONS OF THE PARTICIPANT

Participants must be at the start of the Event at the time given on the various media (e-mail sent to Participants, Event website, map given at the time of bib collection, etc.).

Participants must respect the order and limits of the courses marked by the start and finish banners.

The Participant acknowledges that they are capable of the physical efforts required over a distance of approximately forty-two (42) km if they are registered for the Crazy course, and over a distance of approximately thirty (30) km if they are registered for the Fun course.

The Event is not recommended for people suffering from epilepsy, asthma, cardiovascular diseases, etc. (non-exhaustive list).

The Organiser will instal a certain number of devices and equipment to ensure the safety of the course: signposts, information panels and various instructions. Participants undertake to strictly comply with these instructions as well as those given at the Event site by the Organiser's staff, throughout the Event.

By validating their registration, all Participants affirm that they have read and accepted these rules and the general terms and conditions and that they will comply with all the obligations in these rules.

13. MODIFICATION - POSTPONEMENT - CANCELLATION

If circumstances so require, the Organiser reserves the right to modify the course, the position of the

refreshment stations and the timing points, and to postpone the date and/or time of the Event at any time.

If the Event is cancelled for any reason out with the control of the Organiser and having the characteristics of force majeure, the Organiser may postpone the Event or reimburse the price of the race bib to the exclusion of any other sum.

14. RESPECT FOR THE ENVIRONMENT

To respect the environment and the natural spaces the race crosses, it is strictly forbidden to leave any waste (paper, plastic packaging...) on the course. The Organisers reserve the right to impose penalties or to disqualify Participants who deliberately discard their rubbish.

15. SPECIAL CLAUSES

In the event of any difficulty in the interpretation or execution of this contract, the Commercial Court of Gap shall have sole jurisdiction.

The only authentic rules of participation and general terms and conditions of the Grand Prix de Serre Chevalier 2023 remains the document in French.