

REGISTRATION AND PARTICIPATION CONDITIONS FOR THE GRAND PRIX DE SERRE CHEVALIER

These registration and participation conditions (hereinafter referred to as the "Conditions") govern the relationship between the company SCV Domaine Skiable (hereinafter "SCV"), operator of the ski lifts in the Serre Chevalier ski area, and any consumer who registers for the sports competition called the "Grand Prix de Serre Chevalier" (hereinafter the "Grand Prix") as a competitor (hereinafter the "Competitor").

Two courses are offered: the "crazy course" and the "fun course." For both courses, the start is at the top of the Serre Chevalier cable car (Chantemerle), and the finish is located in Monêtier (Pré Chabert). The courses are unveiled seven days before the Grand Prix.

The courses consist of several timed events (or "specials") that the Competitor must complete in a predetermined order. The liaison stages, connecting the start of one event to another, are not timed.

The Competitor can participate alone or as a team with another competitor.

Points are awarded to the Competitor based on the time taken to complete each event. A ranking is thus established among the competitors, and an award ceremony is organized at the end of the Grand Prix.

A refreshment area is set up on the course. Additionally, breakfast is provided at the start of the Grand Prix, at the top of the Serre Chevalier cable car. A meal is also offered to competitors at the finish area in Monêtier-les-Bains.

By registering for the Grand Prix, the Competitor unreservedly accepts the Conditions.

ARTICLE 1. **INFORMATIONS REGARDING SCV**

SCV is a simplified joint-stock company under French law with a share capital of €15,012,460.40, registered in the Trade and Companies Register of Gap under the number 348 799 529. Its intra-community VAT number is: FR 41 348 799 529.

The company's details are as follows:

- **Registered Office Address:** 603 rue du centre, Le Serre d'Aigle, Chantemerle, 05330 Saint-Chaffrey, France;
- **Phone:** +33 (0)4 92 25 55 00;
- **Email:** sc.clients@compagniedesalpes.fr.

SCV is insured by Allianz IARD (1 cours Michelet, CS 30051, 92076 Paris La Défense Cedex, France).

It is registered as an insurance intermediary representative under the number Orias 20000112.

ARTICLE 2. **PARTICIPATION CONDITIONS FOR THE GRAND PRIX**

2.1. **Age**

The Competitor guarantees that they will be at least 14 years old on the date of the Grand Prix if registering for the "parcours des dingues" and at least 6 years old on the date of the Grand Prix if registering for the "parcours des doux."

If the Competitor is a minor on the date of the Grand Prix, at least one person with parental authority over them must provide SCV with a completed and signed authorization for participation, no later than when handing over the race bib to the Competitor. Failure to do so will result in the Competitor being denied participation in the Grand Prix.

A blank authorization form is available on the website at the following address: <https://grandprix-serrechevalier.com> (hereinafter the "Website").

2.2. Physical Condition

The Competitor guarantees that they are in physical condition to exert physical effort over a distance of approximately 42 kilometers if participating in the "parcours des dingues" and approximately 30 kilometers if participating in the "parcours des doux."

SCV draws the Competitor's attention to the fact that participation in the Grand Prix is not recommended for individuals, particularly those suffering from epilepsy, asthma, or cardiovascular diseases.

2.3. Skill Level

The Competitor guarantees that they have a minimum skiing proficiency level:

- Class 3 according to the 2017 Mémento, which defines the method of alpine skiing instruction in France, if participating in the parcours des doux;
- Class 4 according to the 2017 Mémento, which defines the method of alpine skiing instruction in France, if participating in the parcours des dingues.

2.4. Sport practices

If registering for the "parcours des dingues," the Competitor commits to practicing only one of the following sports: skiing, snowboarding, telemark, and monoski.

If registering for the "parcours des doux," the Competitor commits to practicing only one of the following sports: skiing, snowboarding, telemark, monoski, snowscoot, handiski, and handisnowboard.

2.5. Gear

The Competitor must wear a helmet throughout their participation in the Grand Prix. If participating in the "parcours des dingues," they must also be equipped with an avalanche victim detector ("DVA"), a shovel, and a probe. If the Competitor does not have these equipment, they will be denied participation in the Grand Prix.

It is recommended for the Competitor to wear a back protector, sunglasses, or goggles, as well as gloves.

No gear is provided by SCV, except for a race bib.

ARTICLE 3. REGISTRATION

3.1. Subscription for registration

Registration for the Grand Prix as a Competitor must be completed on the Website. The registration steps are as follows:

- Contact information,
- Participants and formulas,
- Team formation,
- Payment.

During registration, the registering Competitor may subscribe to insurance, the details of which are provided on the website at the following address: <https://serre-chevalier.monassuranceski.com>.

Registration is finalized when SCV has received the full amount due from the Competitor and, if applicable, the authorization for participation mentioned in Article 2.1. The Competitor then receives an email confirming their registration at the email address provided during registration.

Registration must be completed no later than the date indicated on the Website at 11:59 PM.

As the total number of competitors is limited to 2,024, registrations may close before the date and time indicated on the Website.

3.2. Price

The price of registration for the Grand Prix is indicated on the Website. It is expressed in euros and includes all taxes.

It includes access to the chosen course, refreshments on the course, the meal at the finish, and goodies. It does not include the optional subscription to insurance..

3.3. Payment

The price of registration for the Grand Prix must be fully paid upon subscription, by credit card.

As the payment must be made in euros, any exchange fees are the responsibility of the Competitor.

3.4. Modification of registration

The Competitor can freely modify the identity of their teammate, if they have chosen to participate in the Grand Prix as a team. This modification can be made until the day of the Grand Prix. To do so, the Competitor must:

- Either make this modification, no later than 1 day before the Grand Prix, by logging into their personal account on the Website;
- Or contact SCV at the following phone number: +33 (0)4 92 25 55 00;
- Or report the modification to SCV during the bib distribution.

No other modifications are possible.

3.5. Right of Withdrawal and Right of Renunciation

The Competitor does not have the right of withdrawal provided by the French Consumer Code.

In the case of insurance subscription, the Competitor has the right of renunciation as provided in Article L. 112-10 of the French Insurance Code, for thirty days from the subscription of the insurance, if it has been taken out for purposes not within the scope of their professional activity, and if the insurance contract has not been fully executed or if the Competitor has not triggered any coverage. The exercise of this right of renunciation and its consequences are detailed on the website at the following address: <https://serre-chevalier.monassuranceski.com>.

3.6. Issuance of the Race Bib

The Competitor in the "parcours des dingues" must pick up their race bib, presenting a valid ID and the email confirming their registration, at the location, on the date, and at the time indicated in this email.

ARTICLE 4. PARTICIPATION

4.1. Bib Portability and Non-Transferability

The Competitor must wear the race bib assigned to them visibly throughout their participation in the Grand Prix.

This race bib is non-transferable, whether for free or for a fee. If it is discovered that the Competitor has handed their bib to a third party, SCV reserves the right to immediately exclude both the Competitor and the third party from the Grand Prix, without any entitlement to a refund or compensation of any kind.

4.2. Start

The Competitor must present themselves at the starting point of the Grand Prix, at the location and time indicated in the email confirming their registration, equipped with their gear and race bib.

4.3. Adherence of the rules

The Competitor must adhere to the police regulations posted along the Grand Prix course, as well as any instructions given by individuals participating in the organization of the Grand Prix. Additionally, it is recommended to adhere to the "ten rules of good conduct for users of ski slopes" issued by the International Ski Federation.

The Competitor must refrain from any behavior that may endanger or potentially endanger the safety, health, and tranquility of other competitors, as well as individuals participating in the organization of the Grand Prix (intoxication, verbal or physical violence, alcohol or drug consumption, carrying weapons, using devices producing excessive noise, pushing, cutting in line for lift access, wearing a sign promoting a political or religious opinion that could harm the image of SCV or the Grand Prix, etc.). The Competitor must also refrain from damaging the equipment installed for the Grand Prix.

When using the ski lifts operated by SCV, the Competitor must adhere to the usage conditions of these lifts published by SCV. These usage conditions are available on SCV's website (<https://www.serrechevalier-pass.com>) and at SCV's points of sale.

The Competitor must refrain from leaving any litter on the Grand Prix course.

Failure to comply allows SCV to impose a penalty on the Competitor, immediately exclude the Competitor from the Grand Prix without any entitlement to a refund or compensation of any kind, inform any territorially competent judicial police officer, and initiate any legal proceedings against the Competitor. In case of violation of lift usage conditions, SCV reserves the right to apply the provisions stipulated by these usage conditions.

4.4. Lack of Priority at Ski Lifts

The Competitor is not entitled to any priority access to the ski lifts operated by SCV. They are prohibited from using the lines reserved for ski schools.

4.5. Stopwatch

To record the Competitor's participation in a timed event, the Competitor must cross the starting line of the event marked by two yellow flags and the finish line marked by two pink flags. Otherwise, the Competitor will not be awarded any points for that event.

4.6. Overtaking

On the sections of the course where competitors are timed, the Competitor must not obstruct the passage of another competitor coming from behind.

4.7. Renunciation of Participation in the Grand Prix

A Competitor who renounces participation in the Grand Prix, for any reason and at any time, is not entitled to a refund or compensation of any kind.

4.8. Organization of Rescue and Approval by the Director of the Ski Patrol

Safety and rescue on the ski slopes are ensured by qualified personnel equipped with the necessary tools to carry out their missions.

This includes a rescue and assistance service for injured or distressed individuals, equipped with first aid materials, transport and evacuation equipment for victims, and communication equipment for liaison with public rescue services.

Rescue on the municipal ski area will be carried out in accordance with the municipal emergency and alert plan.

The emergency number is 04 92 25 55 65.

Rescue expenses on the slopes will be billed to the rescued person or their legal representatives. The rates for rescue expenses are approved annually and subject to specific deliberation.

The person in charge of safety and rescue on the ski slopes, as well as their substitute, are approved by a decree of the Mayor.

The Director of the ski patrol may convene the municipal safety commission of the ski area at any time in accordance with the decree establishing this commission.

In case of a serious accident, an accident with multiple victims, or a delay in the intervention of state resources, the Director of the ski patrol is authorized to mobilize a private helicopter. The Mayor will be informed of this decision.

Rescue services are billed on behalf of the Municipality by the Revenue Office to the beneficiary of an evacuation by the ski patrol, regardless of the means used and the discipline practiced on the ski area (on-piste or off-piste), in accordance with the rates defined each year by the Municipal Council.

ARTICLE 5. CONTROLE

SCV reserves the right to verify the Competitor's identity on the day of the Grand Prix and ensure that they comply with the Conditions. If the Competitor is unable to prove their identity and compliance with the Conditions, they will be denied participation in the Grand Prix, and they will not be entitled to any refund or compensation of any kind.

ARTICLE 6. MODIFICATION OR CANCELLATION OF THE GRAND PRIX INITIATED BY SCV

SCV reserves the right to modify the Grand Prix, including its date, departure time, the number of competitors, course routes, location of refreshment points, or competition rules.

SCV also reserves the right to cancel the Grand Prix at any time, for any reason.

In any case, the Competitor will not be entitled to any compensation of any kind, except for the refund of their registration fee (excluding insurance).

ARTICLE 7. RESPONSIBILITY

SCV disclaims any responsibility in the event of a Competitor's violation of the Conditions.

It also disclaims any responsibility for damage to the Competitor's equipment, or for the loss or theft of such equipment.

ARTICLE 8. USE OF IMAGES OR SOUNDS BY THE COMPETITOR

The Competitor agrees not to use the still or moving images, as well as the sounds recorded during the Grand Prix, for purposes other than personal use, without the prior and express authorization of SCV.

ARTICLE 9. RIGHT TO IMAGE

By participating in the Grand Prix, the Participant agrees to participate willingly in the creation of photographs or films (hereinafter referred to as "Recordings") on the day of the Grand Prix. The Participant waives the right to claim any form of compensation for their participation in the Recordings.

The Participant grants SCV and its agents the right to capture their image resulting from their participation in the Recordings. The Participant also authorizes SCV and its agents to exploit the usage rights it holds over their image, voice, and statements resulting from their participation in the Recordings, as well as their first and last name. This authorization is exclusively for the dissemination of communication messages promoting the Grand Prix or SCV, its products, services, or brands (hereinafter referred to as "Messages"), under the conditions defined in this article. The Competitor refrains from claiming any compensation for the exploitation of usage rights described in this paragraph.

This authorization covers the rights of reproduction, representation, adaptation (particularly for artistic, technical, or commercial constraints), distribution, and use of the elements listed above on all digital or printed communication media, without limitation on the number of broadcasts, copies, or formats, worldwide. It is granted for a period of five years from the Grand Prix. It notably allows SCV and its agents to:

- Make any modifications, additions, or deletions to the initial capture of their image, provided it does not alter the Competitor's personality;
- Reproduce and exploit their statements in their entirety, in part or by quotation, and to make any cutting of the original statements and any modifications to vocabulary or terminology, provided it does not distort the original statements;
- Associate the Competitor's image or the Supporter's image in any way, including by overlay, integration, incorporation, or association, with any element intended to illustrate the Messages.

The Competitor acknowledges that this authorization does not impose any obligation on SCV to exploit the elements listed in this article.

The Competitor acknowledges that the exploitation by SCV and its agents of the rights described in this article does not infringe upon their privacy and does not cause them any harm.

The Competitor guarantees SCV against any legal or extrajudicial action from any person claiming any rights over all or part of the rights described in this article.

ARTICLE 10. PERSONAL DATA

10.1. Purpose and basis of personal data processing

In connection with the Competitor's registration and participation in the Grand Prix, the personal data collected is processed for the following purposes:

- Managing the Competitor's Registration:
- This processing is necessary for the performance of the contract concluded between SCV and the Competitor.
- Responding to Inquiries, Comments, and Complaints:

This processing is based on the Competitor's consent and is aimed at addressing inquiries, comments, and complaints made by the Competitor.

The Competitor's personal data is processed in accordance with the legal basis and purposes outlined above. By participating in the Grand Prix, the Competitor acknowledges and agrees to the processing of their personal data for these specific purposes.

10.2. Data processing controller

The mentioned data processing activities are carried out under the responsibility of SCV, represented by its general manager, whose contact details are provided in Article 1.

10.3. Recipients of personal data

The collected data is intended for SCV and service providers whose intervention is necessary to carry out the aforementioned processing activities.

10.4. Duration of personal data retention

The collected data is retained for the following durations:

- Data used to manage the Competitor's registration:
 - o For five years from the collection date if the order amount is less than €120, and for ten years from the collection date if the order amount is equal to or greater than €120. Exceptionally, the credit card number and expiration date are kept for fifteen months from the last debit date for evidence purposes in the event of a transaction dispute. The CVV code is not retained after the transaction.
- Data used to respond to inquiries, comments, and complaints from the Competitor:
 - o For the duration necessary to process these inquiries, comments, and complaints.

10.5. Rights of individuals whose data is processed

The Competitor has the right to access, rectify, erase, transfer, limit the processing, or object to the processing of their data. They can also withdraw their consent to the processing of their data, with such withdrawal not affecting the lawfulness of processing before the withdrawal. To exercise these rights, a request must be submitted to SCV's Data Protection Officer, whose contact details are provided in Article 11.

SCV will comply with such requests, subject to fulfilling its obligations. To ensure data protection, SCV reserves the right to request proof of identity from the Competitor or Supporter before responding to such requests.

Additionally, the Competitor has the right to lodge a complaint with the French Data Protection Authority (Commission Nationale de l'Informatique et des Libertés - CNIL) if they believe their rights are not being respected. CNIL's contact details are as follows: CNIL, 3 place de Fontenoy, TSA 80715, 75334 Paris Cedex 07, France – Tel: +33 (0)1 53 73 22 22 – Fax: +33 (0)1 53 73 22 00 – Website: CNIL.

ARTICLE 11. COMMUNICATION OF TERMS AND REGISTRATION DETAILS

The Competitor has the right to receive a copy of these conditions.

Additionally, they can request access to the details of their registration, as well as the conditions applicable on the date of registration, for a period of 5 years if the registration price is less than €120 including taxes, or for 10 years if the registration price is equal to or greater than €120 including taxes.

To exercise this right, the Competitor must submit a request to SCV using the contact information provided in Article 11.

ARTICLE 12. REQUESTS AND COMPLAINTS

The Competitor can submit any requests or complaints regarding the processing of their personal data:

- By postal mail to the following address: SCV Domaine Skiable, Data Protection, 603 rue du centre, Le Serre d'Aigle, Chantemerle, 05330 Saint-Chaffrey, France.
- By email to the following address: scv.dpo@compagniedesalpes.fr.
- Through the contact form available on the website.

For any other requests or complaints, within two months of the event giving rise to the complaint, the Competitor can:

- Send a postal mail to the following address: SCV Domaine Skiable, 603 rue du centre, Le Serre d'Aigle, Chantemerle, 05330 Saint-Chaffrey, France.
- Use the website <https://www.ticketoski.fr/fr/serre-chevalier>.

ARTICLE 13. SETTLEMENT OF DISPUTES

In the event of a dispute between the Competitor on one hand, and SCV on the other hand, concerning the validity, interpretation, or execution of these Conditions, the Competitor can freely resort to a conventional mediation procedure or any other alternative dispute resolution method.

The Competitor can engage in mediation through the Tourism and Travel Ombudsman (MTV Médiation Tourisme Voyage, BP 80 303, 75 823 Paris Cedex 17, France – Tel: +33 (0)1 42 67 96 68 – Email: info@mtv.travel) following the procedures outlined on the website <https://www.mtv.travel>, within a maximum period of one year from the written complaint filed with SCV.

The Competitor can also use the online dispute resolution platform established by the European Commission, accessible on the website <https://webgate.ec.europa.eu/odr/>.

In the absence of an amicable settlement, the Competitor can bring the dispute to either the competent courts under the French Code of Civil Procedure, or the court of the place where they resided at the time of contract conclusion or the occurrence of the harmful event.

ARTICLE 14. EFFECTIVE DATE OF THE CONDITIONS

The Sales Conditions come into effect on January 1, 2024.

ARTICLE 15. MODIFICATION OF THE CONDITIONS

SCV reserves the right to modify the Conditions at any time.

ARTICLE 16. TRANSLATION OF THE CONDITIONS

In the event of a contradiction between the Conditions in French and the Conditions in another language, the French Conditions prevail.

ARTICLE 17. APPLICABLE LAW

The Conditions are governed by French law.