

GENERAL TERMS AND CONDITIONS

COMPANY NAMES

Villars Ski School LTD, (Villars Ski School SA), hereinafter referred to as "VSS". IDE number: CHE-113.771.426 and its branch "Diablerets Pure Trace, Branch of Villars Ski School LTD", hereinafter referred to as "DPT" IDE number: CHE-495.153.673.

The head office of Villars Ski School LTD (École de Ski Villars SA):

Villars Ski School LTD (École de Ski Villars SA)

Route des Hôtels 5

CH-1884 Villars-sur-Ollon

The head office of Diablerets Pure Trace, Branch of Villars Ski School LTD:

C/o Jacky Sports

Rue de la Gare 29

1865 Les Diablerets

GENERAL PROVISIONS

Subject: These general conditions govern the sale of all lessons and all other activities offered by VSS and / or DPT as well as the sale and rental of equipment offered by Villars Ski Rental (hereinafter referred to as "VSR") which is a department of VSS.

Exclusion: Excluded from these general conditions of sale are all services sold by "Mountain Excursion", which is a department of VSS and which are the subject of separate general conditions, available at the headquarters of VSS.

Consultation: This document is available for free consultation at the headquarters of VSS and DPT as well as on the websites of VSS (www.villarsski.com) and DPT (www.diableretski.com).

Only the latest French and complete version of this document is authentic.

RESERVATION AND REGISTRATION

Only services paid in full are considered to have been performed.

It is the clients' responsibility to provide VSS / DPT / VSR with accurate information regarding their identities, abilities and levels so that VSS / DPT / VSR can advise them and sign them in the courses that suit them or offer the appropriate equipment. VSS / DPT / VSR cannot be held responsible if, as a result of inaccurate information, a customer is unable to follow the activity (-ies) or use the equipment rented or sold.

SPECIAL CONDITIONS FOR COURSES AND ACTIVITIES

Cancellation, refund and postponement:

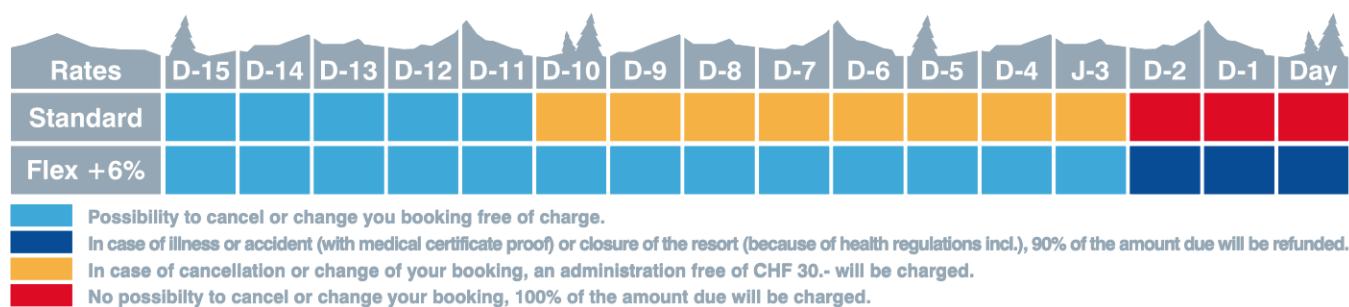
Any reservation can be canceled or changed free of charge no later than 10 days before the start of the lessons.

For any changes or cancellation during the 10 days preceding the lessons, but at most 48 hours before the start of the lessons, the client will have to pay an administrative fee of CHF 30.-.

For any changes or cancellation within 48 hours prior to the start of the lessons, the client must pay 100% of the amount due.

It is recommended to opt for the "Flex Rate" available when purchasing ski lessons, allowing you to change or cancel a reservation free of charge up to 24 hours before the lesson without medical certificate proof. Lessons canceled less

than 24 hours in advance are refunded at 90% on presentation of a medical certificate from the pupil or in the event of complete closure of the Villars/Gryon ski resort or in the event of specific health conditions, particularly related to epidemics and pandemics.



In case of refund for the pupil, the reimbursement will be made within 30 days by VSS/DPT.

Refunds are made by bank transfer.

Course-specific conditions

Group lessons take place from 3 participants (if there are 1 or 2 participants, the duration will be 1 hour for the same price).

The duration of the course includes travel and waiting times at ski lifts. The instructor is not required to wait for latecomers at the start of group lessons.

Group lessons are given in French and/or English.

During private lessons, the instructor will speak the language desired by the pupil to the extent of our availability.

Weather and sanitary conditions:

Weather conditions, sanitary conditions (in particular related to epidemics and pandemics), ski lift breakdowns or other cases of force majeure beyond the control of VSS and DPT are in no way a cause for cancellation or postponement as long as the activity is provided by VSS and DPT. In such a case, no refund or postponement will be made.

Insurance and Liability:

VSS/DPT benefits from professional liability insurance with Helvetia up to a sum of CHF 15,000,000 in accordance with the legislation in force.

Pupils are not insured by VSS and DPT. Pupils must be covered by personal insurance against the risks inherent in the practice of sports activities in mountain environments (civil liability, rescue, accident, etc.). VSS and DPT declines all responsibility in the event of an accident. Under no circumstances can VSS and DPT be held responsible for circumstances of force majeure, fortuitous events or acts of third parties. VSS and DPT declines any responsibility in connection with a possible spread of coronavirus by negligence to the pupils.

Image rights:

The pupil or his legal representative gives VSS and DPT the authorization to publish, exhibit or distribute the pictures and videos taken during the lessons. This authorization is valid for any use (publications, website, etc.). In case of refusal to transfer the right to the image, the pupil or his legal representative informs VSS or DPT in writing when the contract is concluded.

Security:

Wearing a helmet is strongly recommended for all our pupils and is compulsory for all children under the age of 14. Wearing a helmet is compulsory for all our Freestyle lessons. Only helmets intended for skiing or snowboarding will be accepted. For safety reasons, all our pupils must be adequately equipped for the practice of snow sports (gloves,

jackets, ski pants, etc.). The sliding equipment (ski, snowboard ...) must be in good condition and professionally adjusted. VSS and DPT reserve the right to accept or not accept pupils who do not meet these rules.

Pupils must respect and comply with the guidelines for the fight against epidemics and pandemics put in place by the competent authorities. VSS or DPT reserve the right to refuse or exclude students who do not comply with these rules.

SPECIAL CONDITIONS FOR RENTAL BY VSR

The hirer will pay his rentals in advance or produce a sufficient guarantee.

The client is responsible for lost or stolen items. The "Breakage" risk on skis and snowboards may be covered by a premium corresponding to 10% of the rental amount. The "Breakage" risk covers any damage caused by negligence to the rented object by the hirer or a third party. Damage caused by malicious intent is not covered.

One day's rental corresponds to 10am-4pm. Any rented equipment returned after 10am the following morning will result in the invoicing of an additional full day's rental of the said equipment. The minimum rental period is one day.

The store declines all responsibility in the event of an accident that may occur with the rented equipment.

Any repairs resulting from normal wear and tear of the equipment will be at VSR's expense. For damage due to malicious intent (e.g. skiing on the road or gravel), the person responsible (the hirer) will be responsible for the payment of the repairs carried out by VSR.

The rental sheet serves as a receipt and must be presented for the return of the guarantee.

In the event of illness or accident occurring during the rental period, only the product(s) of the person using the latter will be reimbursed in proportion to the number of days used. This refund is subject to the presentation by the hirer of a medical certificate. Any rental day started will not be refunded.

In the event that the hirer terminates the contract before the end of the rental period, the total rental amount shall automatically remain the property of VSR. No refund is made.

In the event of total closure of the Villars-Gryon ski resort due to bad weather conditions or any other case of force majeure, the hirer may request a refund in proportion to the number of days during which the ski resort is closed.

PROTECTION OF PERSONAL DATA

The information provided by our pupils or their legal representatives will only be used for the exclusive use of VSS/ DPT/VSR and will be treated with the utmost confidentiality. VSS/DPT/VSR may use this data for commercial purposes (sending advertising, mailing) except in the event of a written request of the contrary by the pupil or his legal representative. Data from VSS/DPT/VSR customers remain the exclusive use of VSS/DPT/VSR and are not transferred to third parties. VSS/DPT/VSR is committed to sending a reasonable number of advertisements to its clients per year.

MISCELLANEOUS

VSS/DPT/VSR reserves the right to modify or withdraw certain services. The prices, timetables and information appearing in our brochures and on our websites are provided for information only and subject to change. In case of litigation, the parties will endeavor to resolve any difficulties that may arise through an amicable resolution method in the performance of the contract. If an amicable agreement cannot be reached, only Swiss law will apply (election by right). The ordinary courts at the head office of VSS have jurisdiction in case of disputes with VSS/DPT/VSR (choice of court).