

# GENERAL TERMS AND CONDITIONS FOR PANDEMICS/EPIDEMICS

## INFORMATION

The risk of a pandemic or an epidemic is taken into account by 4 Vallées and is defined as an exceptional situation. These General Terms and Conditions aim to detail the Customer's rights in such a situation. The General Terms and Conditions form an integral part of the Terms and Conditions of Use and GTCS of 4 Vallées, which are otherwise applicable.

Capitalised terms shall have the meaning defined in the Terms and Conditions of Use and the other documents which form part of the General Terms and Conditions (GTCS, Terms and Conditions of Use, Participation Rules, Privacy Policy, etc.).

The present General Conditions of Sale come into force for the 2020-2021 season and are not applicable retroactively.

## COMPENSATION REGULATIONS

Only an official binding measure issued by the government which prevents the Customer from using their pass is considered grounds for compensation. The following are considered examples of binding measures issued by the government:

- Partial or total lockdown within Switzerland resulting in the closure of leisure facilities, including cable cars and ski lifts
- Partial or total lockdown in the Customer's country of origin
- Quarantine imposed by Switzerland on arrival or quarantine imposed by the Customer's country of origin on return, meaning it is not reasonable to travel.

4 Vallées cannot be held responsible for the absence of a Customer if this is due to reasons which are non-binding (such as precautionary measures, recommendations not to travel, etc.) or non-governmental (personal reasons, illness, etc.). It is the Customer's responsibility to take out proper insurance against such risks and in this case, the Customer alone is responsible for the non-use of their Pass. In such a situation, under no circumstances is the Customer entitled to any compensation.

## SEASON OR ANNUAL PASS

Holders of a season or annual pass are divided into seven categories depending on the type of pass purchased:

- Category 1 >> “Standard” Adults
- Category 2 >> “Standard” Seniors
- Category 3 >> “Referred by a friend” and “Valais” passes
- Category 4 >> “Municipality” Adults and Seniors
- Category 5 >> Mont4Card for “Young people”
- Category 6 >> Mont4Card for “Children”
- Category 7 >> “Pedestrian access” and “Half-season” passes

Customers with passes that do not fall into one of the above categories are not entitled to any compensation.

The total taken into account for compensation will be the amount actually paid by the Customer for their Pass, excluding insurance and additional items.

4 Vallées has defined 4 time periods, each corresponding to a minimum/maximum number of days of closure. The defined periods are as follows (the number of days is accumulative):

- From 21 to 50 days
- From 51 to 80 days
- From 81 to 110 days
- From 111 days

Depending on the category the Customer belongs to and the number of days of closure, compensation of a fixed amount will be offered to the client as reimbursement.

The amounts can be seen below:

<i>Category</i> Closure	<i>Category 1</i>	<i>Category 2</i>	<i>Category 3</i>	<i>Category 4</i>	<i>Category 5</i>	<i>Category 6</i>	<i>Category 7</i>
<b>21–50 days</b>	CHF 200	CHF 150	CHF 125	CHF 100	CHF 50	CHF 30	50% of age category
<b>51–80 days</b>	CHF 400	CHF 350	CHF 200	CHF 150	CHF 100	CHF 80	50% of age category
<b>81–110 days</b>	CHF 800	CHF 650	CHF 400	CHF 300	CHF 150	CHF 100	50% of age category
<b>111 days +</b>	1,050 CHF	CHF 900	CHF 700	CHF 450	CHF 300	CHF 200	50% of age category

A closure inferior or equal to 20 days does not entitle the Customer to any compensation.

A refund will only be made if the closure of the facilities falls between 12 December 2020 and 11 April 2021 (seasonal basis of 121 days). Outside of this period, every day the facilities are open is a bonus for the

Customer, thanks to the altitude of the 4 Vallées ski area and its network of snowmaking equipment. In the case of late season opening or early closure, the Customer is not entitled to compensation under any circumstances.

For “Pedestrian” and “Half-season” passes, compensation corresponds to 50% of the compensation granted for an annual ski pass in the corresponding category.

The compensation amounts detailed in the above table are only applicable to 4 Vallées passes. Passes for sub-areas are subject to a separate specific table.

## MULTI-DAY PASSES

Multi-day passes are passes that are valid for between 1 and 15 days. Only Customers who can prove that they were not able to make use of their pass during the chosen period (see information and rules regarding refunds on page 1) are eligible for compensation.

For these passes, the following conditions apply:

- If the pass has not been used at all, the total amount will be fully refunded.
- If the pass has been partially used, the amount refunded will be on a pro-rata basis, taking into account the number of non-ski days. The amount refunded will correspond to the difference between the number of days skied and the pass purchased.

*For example: If a Customer with a six-day pass amounting to CHF 355 was only able to ski on four of those days, the amount refunded will be:  $355 - 275 = \text{CHF } 80$ . This corresponds to the price difference between a four-day pass and a six-day pass.*

## CLUB CARD

Club Card subscription fees are fixed at:

- CHF 49 per adult
- CHF 42 per young person or senior
- CHF 25 per child

If the facilities are closed due to a pandemic, no Club Card subscription fees will be refunded. 4 Vallées considers the subscription fee to be an acceptable risk for the Customer.

## REFUND PROCEDURE

If the Pass was purchased at a Point of Sale (ticket office, machine, etc.), the Customer should contact the ski lift operator from whom the pass was purchased in order to receive compensation.

Compensation may be received in the form of a voucher (to be used when purchasing a new Pass) or in cash. It is the Customer’s responsibility to provide 4 Vallées with all the information required for a compensation claim.

The Customer must provide the following information:

- Photo of the front and back of the Pass involved in the compensation claim
- Surname and first name of Customer
- Full address
- (If the compensation is paid out in cash:) IBAN, bank name and address, BIC/SWIFT code.

If the pass was ordered online, the Customer will be automatically credited with the amount corresponding to the number of non-ski days. In this case, the Customer is not required to send a compensation claim to 4 Vallées, as the process is automatic. If the Pass was ordered online and exceptionally, the Customer wishes to be refunded in cash, a request should be sent to the ski lift operator from whom the Pass was purchased, containing all the necessary information (see above). Only the company is entitled to judge the eligibility of a request and reserves the right to refuse.

