

TERMS & CONDITIONS

This Agreement is between you ("You", "Your", the "Customer" or the "Client") and EURL ZigZag Ski ("Us", "We", "Our", the "School" the "Ski School" or "ZigZag").

1. Definitions

1.1 In this Agreement: "Confirmation" means provision of a printed or digital document from Us to You which states that your Reservation is complete, and details of the Lesson, and the Services to be provided, for which Your Reservation is made.

"Instructor" or "Guide" means an appropriately certified independent contractor engaged by "Lesson" or "Activity" means the provision of one of the Services to you on a specified time and date.

"Minor" means a person under the age of 18 years.

"Reservation" means a reservation made via ZigZag for an Instructor or Guide to provide the Services.

"Services" means instruction or guidance in ski, snowboard, telemark or other similar snow sport lessons with an Instructor or High Mountain Guide, either individually or in a group.

2. Language and Jurisdiction

2.1 The English version of these Conditions of Sale is a translation only. The French version of this document remains singularly authoritative. No warranty is given as to the accuracy of this translation.

2.2 The laws of France govern this Agreement and any matter arising under it. Any dispute relating to the validity, interpretation, and/or execution of this Agreement, and any matter arising under this Agreement is subject to the exclusive jurisdiction of the Courts of France. 2.3 You submit to the jurisdiction of the Courts of France in respect of this Agreement and any matter arising under it.

3. Prices

3.1 Administrative costs are integrated into ZigZag's advertised prices. Prices are comprised of 80% Services value and 20% administrative fee. Administrative fees are non-refundable.

3.2 Prices do not include lift passes, transfer/transport, equipment or clothing hire, or personal insurance.

4. Payment

4.1 Payment is accepted in Euros by bank transfer, cheque, ANCV chèque de vacances, credit card (AMEX excluded) and debit card.

4.2 Payment is required in full at the time of booking, unless otherwise arranged and confirmed in writing by Us.

5. Reservations

5.1 Reservations are confirmed upon receipt of payment in full. A Confirmation will be provided upon receipt of payment.

5.2 We do not guarantee availability of a particular Lesson until Confirmation is sent.

5.3 The Lesson as specified in the Confirmation is final and conclusive.

5.4 Consumers purchasing services by distance may not benefit from a right of retraction (article L.221-18 du code de la consommation), as ski lessons constitute a leisure activity delivered at a specific time and date (article L.221-28-12° du code de la consommation).

6. Reservations for Minors

6.1 If You make a Reservation for a Minor, You warrant that you are the Parent or Guardian of

that Minor, have the authority to make the Reservation, and consent to the minor participating in the Lesson. References in this Agreement to "You" shall be modified as necessary to be reference to the Minor.

6.2 You must arrive at the designated meeting point between five (5) and ten (10) minutes prior to the end time of the Lesson in order to collect the Minor from the Instructor. If You are unable to do so, You must make arrangements for another responsible adult to collect the Minor on Your behalf, and provide notice to Us of these arrangement in advance.

6.3 Neither the Ski School nor any Instructor will be responsible for the Minor after the end time of any Lesson. You agree that you will not hold Us or any Instructor liable in any way in respect of the Minor after the end of any Lesson.

6.4 If You fail to collect the Minor at the end of the scheduled Lesson time, and as a result, an Instructor is required to cancel or delay any subsequent service for any other client of ZigZag, We reserve the right to invoice You €100 per hour, per Minor and You agree that You will pay any such charge imposed in full within 48 hours.

7. **Acknowledgements and Consents**

7.1 By making a Reservation which requires a particular skill level, you warrant that You have the appropriate skill level to participate in the relevant Lesson.

7.2 Lessons will begin and end at standard meeting points. Variations from these meeting points may be arranged with private Instructors only, and are entirely at Your risk of misunderstanding.

7.3 For Your safety and that of others, You agree that You will respect the Instructor's professional judgement at all times while participating in a Lesson.

7.4 You acknowledge that skiing and snowboarding involve a level of risk and You agree that You are aware of this risk and are prepared to assume it. You acknowledge that off-piste activities involve a higher level of risk, even when accompanied by an Instructor or Guide and You agree that You are aware of this risk and are prepared to assume it.

7.5 You acknowledge that skiing and snowboarding require a high level of physical effort, so You must present yourself in a fit and safe condition for physical activity in the mountain environment.

7.6 You must inform ZigZag administration and the Instructor of any situation, medical, psychological or otherwise, of which the Instructor should be aware, which may affect Your ability to participate or which otherwise may present a risk to Your health and safety, or the health and safety of any other Client or an Instructor.

7.7 You consent to Us taking photographs and videos during any Lesson, and to Our use of such photographs or videos for publicity purposes on Our website, printed brochures and social media sites. Please tell us in writing prior to Your first Lesson if You do not wish for Us to use Your image, or the image of any Minor in Our publicity materials.

8. **Exclusions and Insurances**

8.1 ZigZag is not liable or responsible for any act or omission of the Instructor or Guide. Each Instructor/Guide is required to hold his or her own insurance.

8.2 You are solely responsible for Your own belongings before, during and after a Lesson.

8.3 ZigZag subscribes to an *Assurance Responsabilité Civile* against damages to a third party.

8.4 customers are not insured by ZigZag Ski. Our prices do not include lift passes, insurance, ski gear and clothes rental. Note : It is strongly recommended to hold a personal insurance (Forfait Plus or other). We recommend to suscribe an insurance covering : injuries, cancellation of lessons/activities, medical expenses and rapatriations.

9. Cancellations

9.1 In the event of cancellation by You for any reason (with the exception of instances outlined in Article 9.3), reimbursement will be calculated as follows:

- Cancellations received 28 days or more (before the first Lesson commences) will be offered a full credit or refund, minus a 50€ cancellation fee.
- Cancellations received fewer than 28 days (before the first Lesson commences) will not be offered a credit or refund.

10. 9.2 Certain activities are sold as a multi-session package. In this instance, the "commencement" or "start" time or date taken into account is that of the first session only.

9.3 COVID-19 Cancellations

Flexibility is proposed in the event lessons are cancelled due to COVID-19. In the following instances, an 80% refund will be offered up until 48 hours before the start time of your first lesson :

- a) If the Grand Massif Domaine Skiable is closed due to COVID-19 and you cannot participate in your lesson as a consequence.
 - b) If the border to France is closed and you cannot enter the country, and cannot participate in your lesson as a consequence.
 - c) If the border of your country of residence is closed and you cannot leave the country, or re-enter after your holiday, and cannot participate in your lesson as a consequence.
- In these cases an 80% refund of your booking total will be offered and an administrative fee equal to 20% will be retained. Please note, COVID-19 refunds will be offered only for cancellations made more than 48 hours prior to commencement of the first Lesson. No refund will be offered for cancellations made for any reason within 48 hours of the scheduled Lesson start time.

9.4 Please note that if You cannot participate in Lessons due to contracting COVID-19, or due to being required to isolate after being in contact with another person contaminated with COVID-19, standard cancellation terms will apply as per any other illness (see Article 9.5). Adequate travel insurance should be in place for such an event and ZigZag can provide documentation to assist with Your insurance claim.

9.5 With the exception of instances outlined in Article 9.3, the Ski School will not under any circumstances provide a credit, reschedule or refund in the event of non-attendance for any reason, including but not limited to travel disruption, flight cancellation, Health Pass noncompliance, misunderstanding of booking details, illness, injury, lift or ski resort service interruption or closure, road conditions, weather conditions, change of professional or personal circumstances, delay of any kind, or for any other reason outside of the control of the Ski School.

9.6 If You are unable to attend all or part of a lesson, We will not issue a refund for the missed lesson time or reschedule. Upon request, documentation can be provided to assist with an insurance claim.

9.7 Neither ZigZag Ski nor its Instructors and Guides shall be deemed liable or in default for any breach of performance of the Services following the occurrence of Force Majeure.

9.8 As per Article 9.5, the Customer should note that instances of "too much" or "insufficient" snow shall not be attributed to the Ski School. The Ski School shall not be held liable for weather conditions or snow cover, and You shall not be entitled to any credit, compensation, discount or reimbursement if conditions do not meet Your expectations. If desired, the Customer should directly take out "snow insurance / cover" with a relevant

provider.

9.9 You agree that You will not seek any additional compensation from us under any circumstances, and will not hold us liable for any loss or damage of any kind as a result of cancellation by You or by Us.

11. Interruption to Services

10.1 All Services are non-refundable in the event the Customer is involved in an accident that makes it impossible to use or complete the Services (see Article 9.6).

10.2 Interruptions in ski lift operation outside of ZigZag's control that impacts proper performance of the Services shall not result in any reimbursement or compensation by the Ski School.

10.3 The Customer is responsible for taking out an appropriate insurance policy. Documentation can be provided by Us to assist with Your insurance claim.

12. Refusal & Removal

11.1 A professional engaged by ZigZag Ski may, in his or her absolute discretion, refuse to provide a Lesson to You or remove You from a Lesson which has already commenced, for any reason including because:

a) You appear to be under the influence of alcohol, drugs, or other mind-altering substance;

b) You do not have appropriate equipment or clothing for the Lesson or the conditions;

c) You are abusive or disruptive to the Instructor, other participants the Lesson, or to any other person;

d) You do not have the level of skill or ability which you warranted that You had at the time of making the Reservation in order to participate in the Lesson; or

e) it would be unsafe for You, for other participants in the Lesson, or for the Instructor, if You continued with the Lesson.

11.2 The Ski School will not under any circumstances provide You with a refund or rescheduled lesson in the event of such refusal or removal by the Instructor.

13. Group Lessons

12.1 A minimum of four (4) participants is required in order to provide Group Lessons as A Group Lesson with fewer than four (4) persons enrolled will not run as scheduled.

12.2 If Group Lessons are unable to run as scheduled due to a lack of participants, a reimbursement or conversion to private lessons will be offered.

12.3 A ratio of eight (8) participants per Instructor is guaranteed at the time of enrolment (eg: 10 Instructors = 80 participants maximum). As per Article 12.4, We cannot guarantee that group sizes will not alter once lesson have begun.

12.4 ZigZag reserves the right to rectify errors made in regard to the estimation of levels of ability at the time of enrolment. These level adjustments may result in changes in group sizes once Lessons have begun.

14. Punctuality

13.1 You agree that You will strictly adhere to the start and end time of Lessons. Your Lesson will begin and end at the time specified in the Confirmation, or otherwise at the time We notify You, even if You arrive late.

13.2 If You are late to a Group Lesson, to be fair to other participants in the Group Lesson, the Instructor will not delay the start of the Group Lesson.

13.3 If You are late to any Lesson or wish to end a Lesson early for any reason, You will not be entitled to any additional instruction, any additional Lessons, or any refund.

15. **Complaints**

14.1 If You have any issue to raise, a complaint, or You are in any way dissatisfied with the service provided by ZigZag or any Instructor, You should contact the administration of ZigZag immediately so that We may endeavour to promptly resolve the issue.

14.2 You must raise any complaint with us within 48 hours. In the event of a complaint made more than 48 hours after the relevant event, You agree that we may disregard such complaint accordingly.

14.3 If the administration of ZigZag considers a complaint is sufficiently serious, You will be asked to meet the Ski School Director and, if reasonable, any staff member or Instructor concerned, in order to discuss the issue in person and to find a resolution.14.4 In the event you refuse to meet with the Director of ZigZag in person to discuss a serious complaint, the Director will deem the complaint resolved and You agree that the complaint will be resolved and release ZigZag from any liability in any way arising out of the facts, matters and circumstances which gave rise to the complaint.

14.5 After having addressed ZigZag's Director by registered letter with an acknowledgement of receipt, and in the absence of a response within 60 days, clients wishing to take up legal proceedings are advised to contact the Travel and Tourism mediator : Jean-Pierre Teyssier : MTV Médiation Tourisme Voyage, BP 80 303, 75 823 Paris Cedex 17

16. **Data protection**

15.1 In accordance with the French data protection law of January 6, 1978, certain personal information is required by ZigZag in order to proceed to a booking.

15.2 Personal information may be communicated when necessary to service providers working in partnership with ZigZag to deliver the services requested by the client. ZigZag will not share client data with third parties for commercial or other purposes.

15.3 ZigZag does not have access to or keep a record of client credit card information.

15.4 A client may at any time exercise the right to consult, rectify or retract personal information by contacting: *ZigZag Ecole de Ski (ESI Samoëns), 126 Grande Rue, 74340 Samoëns*, info@zigzagski.com +33 (0)6 31 20 44 10