



GENERAL TERMS AND CONDITIONS OF SALE FOR TOURIST SERVICES MONTS DU GENEVOIS TOURIST OFFICE, HAUTE-SAVOIE, FRANCE

PREAMBLE

Tourist Office

The Monts du Genevois Tourist Office, Haute-Savoie, France, also known as the "OT MDG", is a Public Industrial and Commercial Establishment (EPIC) with its registered office at 2, Place de la Gare - 74 100 Annemasse, registered with the THONON LES BAINS Trade and Companies Register under number 522 025 444, represented by its Director, Mrs Carole Incandela.

Telephone reception: 04 50 95 07 10/ 04 50 04 71 63

Sales department telephone number 04 50 95 88 97

Generic e-mail: ot@montsdugenevois.com

sales department e-mail: commercial@montsdugenevois.com

Website: <http://www.montsdugenevois.com>

Booking centre: <https://resa.montsdugenevois.com/>

Annemasse reception address: 2, Place de la Gare 74100 Annemasse

Neydens reception address : Centre commercial VITAM - 500 Impasse des Envignes, 74160 Neydens

OT MDG des Monts du Genevois, Haute-Savoie, France is registered as a travel and tourism operator under number IMO74110056 with Atout France.

Professional liability insurance company and policy number :

Professional Civil Liability: Compagnie MAIF policy number: 3836428T

The guarantee covers, up to a limit of €5,000,000 per claim:

- Bodily injury and property damage resulting from an event of an accidental nature caused to clients, service providers or third parties,
- Additional costs borne by customers, directly attributable to the non-performance or poor performance of the services provided for in the contract, as well as the payment of damages corresponding to the loss of amenity suffered by the customer,
- The contract also includes repatriation cover, particularly in the event of a major climatic event, with the exception of those occurring during navigation).

- Financial Guarantee

Underwritten by Groupama Assurance - Crédit & Caution

126, rue de la Piazza - 93199 Noisy-le-Grand cedex - France

Contract no. 4000714407/1 - Unlimited guarantee for the guarantor.

Hereinafter referred to as "OT MDG" or "the Tourist Office".

DEFINITIONS

Customer

Any natural person of legal age and capacity or legal entity, with the status of consumer or non-professional within the meaning of the French Consumer Code, or traveller within the meaning of the French Tourism Code, who reserves or purchases a good or service from the MDG Tourist Office within the framework of these general terms and conditions of sale (hereinafter referred to as "the Customer").

Tourist service(s)

Services ordered or booked with the MDG Tourism Office, which may be a travel service or a tourist package within the meaning of article L. 211-1 of the French Tourism Code (hereafter referred to as the "Service").

Provider : Natural or legal person who provides the Services booked through, or promoted by, the MDG Tourism Office (hereinafter referred to as "the Provider").

Group

A group is a gathering of at least 10 people who visit the same place(s) together and who present themselves as such prior to booking.

ARTICLE 1 - PURPOSE AND SCOPE

Prior to any reservation, the Client declares that he has read these General Terms and Conditions for the Sale of Goods and Services (hereinafter referred to as the "GTCS"), which can be viewed and consulted either at the OT MDG ticket offices (Espace VITAM for the Saint-Julien-en-Genevois region or Esplanade François Mitterrand for the Annemasse region), or at the OT MDG Central Reservations Office. They apply by operation of law, except in the case of special written conditions, to sales of goods and reservations for services with the MDG Tourist Office made through all distribution and marketing channels.

In the event that one of the provisions of these GTC is declared null and void or without effect, this provision will be deemed unwritten, without affecting the validity of the other provisions.

ARTICLE 2 - PRE-CONTRACTUAL INFORMATION

The Customer acknowledges that, prior to placing an order and/or entering into a contract, he/she has been provided, in a legible and comprehensible manner, with these general and special terms and conditions of sale and with all the information listed in article L. 221-5 of the French Consumer Code and article R. 211-4 of the French Tourism Code.

The Customer also acknowledges having been provided with the form taken in application of the decree of 1 March 2018 "fixing the model information form for the sale of trips and holidays". This form was sent to the Customer at the same time as these General Terms and Conditions, as well as the contract, the pro-forma invoice and the request for a deposit prior to validation of the order by the Customer.

ARTICLE 3 - RESERVATION

In the case of an Event taking place in Switzerland, the Client must be in possession of a valid identity document, and an authorisation to leave the country in the case of minors.

The booking request is only deemed to be confirmed on receipt of payment of a deposit of 30% of the total cost of the Event, 30 days before the Event is due to take place. If the time remaining between the date of the booking request and the date of delivery of the Event does not allow the deposit to be paid within the stipulated period, the Client must pay the pro-forma invoice in full directly, at least 6 working days before the date of delivery of the Event. On receipt of this payment, the MDG Tourism Office considers that the Customer accepts the terms, conditions and prices of the Service.

3.1 Reservation of accommodation

The MDG Tourist Office may offer an accommodation reservation service via its Central Reservations Office, for which the reservation conditions are as follows.

The rates and availability indicated correspond to the information provided by its Partners. The accommodation granted to the MDG Tourist Office is allocated in the form of allotments (quotas of fixed or variable rooms blocked by the MDG Tourist Office with the hotel(s), and subject to option periods).

If, exceptionally (booking error or unforeseen accident in the accommodation), the accommodation(s) selected is (are) no longer available at the time of the Customer's arrival, the Provider must offer the Customer the following solutions, at no additional cost to the Customer.

- Provide the Customer with one or more equivalent accommodations to the reservation, in another establishment of equal or higher class, at a price equal to or lower than the price of the reserved accommodation(s),
- Offer the Customer a transport solution to this accommodation. Transport must be free of charge or paid for by the accommodation provider in question,

In the case of accommodation booked via the MDG Tourist Office's Central Reservations Office, only the confirmation email sent by the MDG Tourist Office is deemed to be definitive confirmation of the booking made by the Client.

The Customer must comply with the Service Provider's internal regulations, particularly with regard to the conditions for accepting pets. The Contract or voucher will specify whether or not the Client may stay in the company of a pet and, where applicable, will specify whether or not a supplement will be charged for accommodating the pet.

In the event of non-compliance with the Provider's internal regulations, the Provider may refuse to provide the Tourist Service. In this case, no refund will be made.

In the event of a late arrival, the Customer is strongly advised to inform the Provider directly of the time of arrival. The Customer must refer to the opening hours of the establishment booked. Any penalty for late check-in or check-out will be charged to the Customer.

People with Reduced Mobility (PRM): in their own interests, the Customer must state, when making their booking request, that the services and in particular the accommodation booked for their stay meet the standards required for People with Reduced Mobility.

Other incompatibilities requiring notification at the time of booking: Customers suffering from claustrophobia who are unable to use a lift must indicate their wish to be accommodated on the ground floor or to be able to access the accommodation by stairs. Allergies to dust mites, feathers, etc. must also be indicated at the time of booking.

3.2 Catering reservations

In the event of dietary habits, restrictions, diets or intolerances, the Customer must inform the MDG Tourism Office in writing at least 15 days in advance so that the restaurant owner or caterer can react and offer a suitable menu. Any delay on the part of the Customer that is not communicated to the Service Provider may be penalised. In the event that the restaurant owner or caterer is unable to accommodate the Customer, no refund will be provided.

3.3 Reservation of space (meeting, reception, conference, etc.)

The Client must inform the MDG Tourism Office in writing of any significant changes to the number of participants in the event, no later than 11 days before the start of the Event, in compliance with Art. 6 relating to the conditions for modification and cancellation by the Client.

The space rented or made available to the Customer must be returned in the same condition as when the guests arrived. Any breakage will be invoiced directly to the Customer by the Provider.

3.4 Booking transport

The Customer must indicate in writing the number of people to be transported and the exact pick-up and drop-off addresses. Without precise information from the Customer on the day of booking, the Service Provider cannot guarantee that the offer will be maintained.

3.5 Booking leisure, cultural, sporting or other activities

The Customer must provide the number of people and the ages of the participants in writing. Without precise information from the Customer on the day of booking, the offer cannot be guaranteed. All minors must be accompanied by an adult.

For sports activities, the MDG Tourist Office will inform the Customer on the day of booking of the equipment required if it is not loaned or hired by the Provider.

Outdoor activities may be subject to adverse weather conditions, please refer to Art.6.2. relating to the conditions of modification and cancellation by the Vendor.

3.6 Voucher - Presentation

Once payment has been received in full, and before the start of the Event, the MDG Tourist Office undertakes to send a voucher to the Client.

This voucher summarises all the Services purchased, with, if necessary, the period of validity and/or the meeting place and time for the start of each Service. The Customer must keep this document and be able to present it for any check or inspection. It must be presented in order to obtain the Service(s) purchased.

The Customer must attend on the date, at the time and at the location stipulated on the voucher.

The dates and times indicated must be respected in order to ensure that the Service runs smoothly. In the event of a delay for which the Customer is solely responsible, the Customer may be offered a "rescheduled activity" day, solely insofar as possible and with the express agreement of the Service Provider. If no alternative date can be found, the Customer alone is responsible for the delay and no reimbursement or compensation will be made.

3.7 Formalities

The MDG TO informs the client of the various formalities required to carry out the Service.

Completion of these formalities is the sole responsibility of the customer. No reimbursement can be made if the customer does not arrive at the time and place mentioned on the exchange voucher.

ARTICLE 4 - NO RIGHT OF WITHDRAWAL

The right of withdrawal does not apply to services and accommodation, transport, catering and leisure activities that must be provided on a specific date and at a specific time (article L. 221-28 of the French Consumer Code). Article L.221-2 of the Consumer Code also excludes this option for passenger transport and tourist packages. The MDG Tourist Office takes advantage of this lack of right of withdrawal and states that for all Services falling within the scope of article L. 221-28 or L. 221-2 of the Consumer Code, the Customer will not have any right of withdrawal.

ARTICLE 5 - PRICE AND PAYMENT TERMS

5.1 Final price and additional taxes

Prices are quoted in euros, inclusive of VAT at the rate in force on the day of booking.

The price is quoted per person, except in the case of a group booking where the price may be quoted for the entire group.

Except in the case of Tourist Packages with the express possibility of price revision, the price is firm.

In the case of accommodation, the price includes the facilities listed in the description of the accommodation. It does not include any additional local taxes (tourist tax in particular, where applicable in accordance with current regulations), which must be paid by the Customer directly to the service provider, on site. These taxes are added on top of the price indicated on the order form or exchange form, and are payable by the Customer.

In the case of a Catering Service, any extra or supplement not included in the proposal from the MDG Tourism Office will be charged to the Customer.

Unless stated otherwise in the contract, the price does not include pre- and post-transportation, the single room supplement, local transport, optional insurance or personal expenses, which are the responsibility of the Client.

The MDG Tourism Office will charge the Customer an administration fee and, depending on the case, a secretarial/technical assistance fee in accordance with Resolution No. 2021-14 dated 10 November 2021:

- Administration fees (excl. VAT) per person: €5.00 from 01 to 09 people, €3.00 from 10 to 19 people, €2.00 from 20 to 49 people, €1.50 from 50 to 100 people and €0.50 per person over 100 people.
- Secretarial/technical assistance costs: per hour and per person, quoted at the customer's request:
 - Daytime hour 8.00am - 6.00pm (Monday to Friday): €45.00 excluding VAT
 - Night time 18:00/8:00 (Monday to Friday): 50% surcharge
 - Saturday, Sunday and public holidays: 50% surcharge for day and night hours.

These charges will be announced before the contract is signed between the MDG TO and the Client, and then invoiced. The booking fee remains the property of the MDG Tourism Office regardless of the outcome of the booking (downsizing, partial or total cancellation of the booking).

5.2 Terms of payment

Unless otherwise agreed, all bookings are paid for in cash for Reservation Centre Products sold at ticket offices.

Payment for Services booked at the counter is made in cash within the legal limit, by bank card, valid holiday vouchers or by cheque made payable to the French Treasury.

Payment on the Central Reservations website can only be made by credit card. No other means of payment will be accepted.

Regardless of the method of payment, the client must pay the full cost of the Event no later than the start of the Event, without the need for a reminder from the MDG Tourism Office.

In the event that the client does not pay the balance before the start of the Event, defaults on payment, or has an incorrect address, the MDG reserves the right to consider this to be a cancellation by the client and to apply the cancellation conditions defined in article 6.1 for this purpose.

5.3 Price revisions

In accordance with article L 211-12 of the French Tourism Code, the price may be modified upwards or downwards after validation of the booking to take into account changes in:

1° The price of passenger transport resulting from the cost of fuel or other sources of energy or.

2° The level of taxes or charges on travel services included in the contract, imposed by a third party not directly involved in the performance of the contract, including tourist taxes, landing taxes or embarkation and disembarkation taxes in ports and airports or.

3° Exchange rates relevant to the contract.

Any application of a price increase in application of the previous paragraph will be notified to the Customer in a clear and comprehensible manner and accompanied by a justification and calculation, on a durable medium, no later than twenty days before the start of the services.

Conversely, the Customer has the right to a price reduction corresponding to any reduction in the costs mentioned in 1°, 2° and 3°, which occurs after the contract has been concluded and before the start of the journey or stay.

ARTICLE 6 - MODIFICATION OR CANCELLATION

In the absence of specific conditions for modification or cancellation, the conditions for cancellation are as follows:

In the event of modification or cancellation, the Customer must inform the OT MDG in writing:

- For individual customers: the reception team by email (ot@montsdugenevois.com) or by post (2, Place de la Gare, 74100 Annemasse).
- For Group customers: the sales team by email (commercial@montsdugenevois.com), or by post (2, Place de la Gare, 74100 Annemasse).

Requests for changes or cancellations must include the booking number and the name and contact details of the persons concerned by the change or cancellation.

6.1 Cancellation :

- **Cancellation by the Customer**

The Customer has the right to cancel his/her booking at any time. The date of receipt of the email or postal letter determines the cancellation date. Regardless of the date on which the cancellation is made, the booking and/or secretarial fees remain the property of OT MDG and are not refunded.

Any Service begun is considered to have been consumed by the Client and will not give rise to any refund or credit note. In the event that the Client does not arrive at the place and time of the start of the Service, the MDG Tourist Office will retain the full amount of the Service.

An amicable agreement is always preferred. However, in the absence of an agreement, the following financial consequences will apply to cancellations made by the Client:

- Cancellation **more than 31 days** before the date of the Event: cancellation free of charge,
- Cancellation **between the 30th and 21st day inclusive** before the date of the service: 30% of the total amount (including tax) of the pro forma invoice will be retained,
- Cancellation between **the 20th and 15th day** before the date of the service: 50% of the total amount of the pro forma invoice including VAT will be retained,
- Cancellation between **the 14th and 8th day** before the date of the service: 70% of the total amount of the pro forma invoice including VAT will be retained,
- Cancellation **less than 8 days** before the date of the service: 100% of the total amount of the pro forma invoice will be retained.

This cancellation fee will not be payable if the contract is cancelled as a result of exceptional and unavoidable circumstances occurring at or in the immediate vicinity of the destination and having a significant impact on the performance of the contract. In this case, the MDG Tourism Office will reimburse all payments made, without however incurring any additional compensation;

- **Cancellation by the Service Provider or the Tourist Office**

In the exceptional event that the MDG Tourist Office is forced to cancel a booked service, the Customer will be entitled to additional compensation, which corresponds to that which the Tourist Office would have had to bear if the cancellation of the contract had been due to the Customer, as indicated above.

However, the MDG TO will not be liable for any additional compensation if the contract is terminated in the following two cases:

1) The number of people registered for the trip or holiday is less than the minimum number indicated in the contract. In this case, the MDG Tourism Office will notify the Customer of the cancellation of the contract by e-mail or post within the period specified in the contract, according to the following schedule:

- Twenty days before the start of the trip or holiday in the case of trips lasting more than six days,
- Seven days before the start of the trip or holiday in the case of trips lasting between two and six days,
- Forty-eight hours before the start of the trip or holiday in the case of trips lasting no more than two days.

2) the MDG TO is prevented from performing the contract due to exceptional and unavoidable circumstances. In this case, the MDG TO will notify the traveller of the cancellation of the contract by e-mail or in writing as soon as possible before the start of the trip or holiday.

6.2 Modification:

- **By the Customer**

In the event of a request for modification, OT MDG will do its utmost to satisfy the Customer. However, a modification will only be possible with the express agreement of the Provider, and may be subject to charges according to the Provider's own schedule. The request for modification must be made and accepted in writing.

In the event of a major modification (in particular the dates of the stay, the number of participants, the content of the Service, drop-off points): neither the MDG Tourism Office nor the Provider are obliged to accept any request for modification of the Service booked.

- **By the Provider or the Tourist Office**

The MDG Tourism Office may unilaterally modify the terms of the Contract after it has been concluded and before the start of the Tourism Service, without the Customer being able to object, provided that the modification is minor and that the Customer is informed as soon as possible in a clear, comprehensible and visible manner on a durable medium.

If the MDG Tourism Operator is forced to unilaterally modify one of the main characteristics of the contract within the meaning of article R. 211-4 of the Tourism Code, that it cannot meet the specific requirements agreed with the Client, or in the event of a price increase of more than 8%, it will inform the Client as soon as possible, in a clear, comprehensible and visible manner, on a durable medium : of the proposed modifications and, if applicable, their repercussions on the price of the journey or stay; of the reasonable period of time within which the Client must inform the OT MDG of the decision it has taken; of the consequences of the absence of a response from the traveller within the set period of time; if applicable, of the other service proposed, as well as its price.

If the changes to the contract or the alternative service result in a reduction in the quality of the trip or holiday or in its cost, the traveller is entitled to an appropriate price reduction.

If the contract is terminated and the Customer does not accept an alternative service, the MDG TO will refund all payments made by the Customer or on the Customer's behalf as soon as possible, but no later than fourteen days after termination of the contract.

ARTICLE 7 - CANCELLATION INSURANCE

For all reservation requests, cancellation insurance will be offered to the Customer. If the Customer wishes to benefit from this insurance, they must take out the policy at the same time as booking their Event. The terms and conditions of this insurance are available on written request from the OT MDG Sales Department, by email (commercial@montsdugenevois.com) or by post (2, Place de la Gare, 74100 Annemasse). Chapka Assurances is a specialist travel insurance broker who has negotiated the Cap Groupe contract with the insurer AXA (Axa Assistance policy no. 2243707).

ARTICLE 8 - EXCEPTIONAL AND UNAVOIDABLE CIRCUMSTANCES

Any circumstances beyond the control of the parties that prevent the performance of their obligations under normal conditions are considered to be grounds for exoneration from the obligations of the parties and result in their suspension.

The party invoking the circumstances referred to above must immediately notify the other party of their occurrence, as well as of their disappearance. The following are considered to be exceptional and unavoidable circumstances, in addition to those usually accepted by the jurisprudence of French courts and tribunals: blockage of means of transport or supplies, earthquakes, fires, storms, floods, lightning, stoppage of telecommunication networks or difficulties specific to telecommunication networks external to customers, measures taken by the public authorities to combat the spread of an epidemic, such as confinement measures or travel restrictions.

In accordance with article 6.1, in the event of cancellation by the Client due to exceptional and unavoidable circumstances occurring at the destination or in the immediate vicinity of the destination and having a significant impact on the performance of the contract, the MDG Tour Operator will reimburse all payments made, without however causing any additional compensation.

ARTICLE 9 - POSSIBILITY FOR THE CLIENT TO TRANSFER THE CONTRACT

In accordance with article L. 211-11 of the Tourism Code, the Client has the possibility, subject to reasonable notice sent to the MDG Tourism Office on a durable medium before the start of the performance of the service, to transfer the contract to a person satisfying all the conditions applicable to this contract.

In all cases, the client is obliged to inform the MDG Tourism Office of his decision by any means that allows an acknowledgement of receipt to be obtained at least seven days before the start of the trip.

The transferor of the contract and the transferee are jointly and severally liable for payment of the balance of the price as well as any expenses, fees or other additional costs incurred as a result of this transfer.

ARTICLE 10 - PERSONAL DATA

10.1 Data collected

As part of its activities, the MDG Tourist Office may implement and use the following personal data: surname, first name, email address, telephone number, postal address, date of birth, age, family situation, personal preferences and, in the case of a commercial transaction between the Client and the MDG Tourist Office, the Client's bank details.

10.2 Purpose

The collection of this personal data is essential for the performance of the contract and in the event of refusal to communicate it, the Client is exposed to difficulties in the performance of the service which may not give rise to liability on the part of the MDG Tourist Office.

This personal data is collected for the sole purpose of managing the Tourist Office's Clientele in the context of the conclusion of the contract and its execution, on the basis of the Customer's consent. It is only used for the purposes to which the Customer has consented.

More specifically, the purposes are as follows:

- Identification of persons using and/or reserving services
- Formalisation of the contractual relationship
- Provision of services booked with the MDG Tourism Office
- Management of contracts and reservations (in particular room allocation, travel management)
- Communication to partners with a view to the provision of services by the partners concerned
- Accounting, in particular managing customer accounts and monitoring customer relations
- Processing operations relating to customer management
- Commercial communications and canvassing, promotion.

10.3 Persons authorised to access data

The persons authorised to access the data collected within the MDG Tourist Office are as follows: employees of the MDG Tourist Office and its partners involved in the Services requested by the Customer, and, where applicable, subcontracted service providers of the MDG Tourist Office involved in the provision and/or administration of the Services and who may be involved in the processing in this capacity, it being specified that in such cases, whether they are partners or subcontractors, this is done in compliance with the regulations in force.

10.4 Data storage

The personal data collected is kept for the legal retention period relating to the purpose of the processing and for a maximum of 3 years following the end of the commercial relationship.

Personal data relating to the Customer's bank card is only kept for the time required to complete the transaction, at the end of which it is deleted.



Personal data relating to a prospective customer who does not conclude a reservation contract with the MDG Tourist Office is kept for a period of 2 to 3 years following the first canvassing contact.

The personal data required to send the newsletter is kept for as long as the customer does not unsubscribe.

OT MDG implements organisational, technical, software and physical digital security measures to protect personal data against alteration, destruction and unauthorised access. OT MDG has taken the necessary steps to ensure that all its subcontractors comply with the RGPD regulations.

The MDG TO has formalised the rights and obligations of Clients with regard to the processing of their personal data in a document called the Confidentiality Policy or RGPD, which can be accessed at the following address: <https://www.montsdegeneve.com/mentions-legales/Politique confidentialite> and on request from the MDG TO.

10.5 Rights of the owner of the data collected

In application of the regulations applicable to personal data, each user has the right to question, access, modify, oppose and rectify, for legitimate reasons, the collection and processing of their personal data. It is possible to request that this data be rectified, completed, clarified, updated or deleted.

These rights may be exercised by writing a letter or a signed email to the Data Protection Officer of the OT MDG, at the following address: Office de Tourisme des Monts du Genevois, 2, Place de la Gare, 74100 Annemasse, or DPO.RGPD@montsdugenevois.com en joindre à votre demande une copie de votre pièce d'identité ou d'un justificatif d'identité.

Customers may lodge a complaint with the CNIL at any time, in accordance with the procedures set out on its website (<https://www.cnil.fr>).

10.6 Amendment of the clause

The MDG TO reserves the right to amend this privacy policy at any time. If a change is made to this personal data protection clause, the MDG TO undertakes to publish the new version on its website and will also inform users of the change by e-mail at least 15 days before the effective date.

10.7 Opposition to telephone canvassing

The Customer has the option of registering on the opposition to telephone canvassing list on the following website: <http://www.bloctel.gouv.fr/>.

ARTICLE 11 - LEGAL GUARANTEE OF CONFORMITY

OT MDG is bound by the legal guarantee of conformity set out in articles L. 217-4 to L. 217-13 of the French Consumer Code and the guarantee against hidden defects under the conditions set out in articles 1641 to 1648 and 2232 of the French Civil Code, for all services that it markets directly at its counters.

In accordance with article R 211-6, 4° of the Tourism Code, the Client may quickly contact the MDG Tourism Office using the contact details given in the preamble to these general terms and conditions of sale, in order to communicate with it effectively, request assistance if the Client is in difficulty or complain about any non-conformity noted during the execution of the trip or holiday.

OT MDG guarantees the conformity of the services to the contract, allowing the non-professional or consumer Client to make a claim under the legal guarantee of conformity provided for in articles L. 217-4 et seq. of the French Consumer Code or the guarantee of defects in the item sold within the meaning of articles 1641 et seq. of the French Civil Code. This guarantee covers any lack of conformity or latent defect resulting from a design or manufacturing fault in the services ordered.

The consumer or non-professional client must notify the MDG Tourism Office of any defects and/or lack of conformity as soon as possible after the services have been provided, in accordance with article L211-16 II of the French Tourism Code. Any defects and/or faults found will be rectified or reimbursed as soon as possible. The Tourist Office's guarantee is limited to the reimbursement of services actually paid for by the consumer or non-professional Client and the MDG Tourist Office may not be considered responsible or in default for any delay or non-performance resulting from the occurrence of a case of force majeure.

ARTICLE 12 - PROVISION OF SERVICES

Services that take place in the open air require participants to be in good physical condition.

For outdoor activities, participants must wear good footwear and clothing suited to the weather conditions of the day.



In natural areas, participants must be respectful of the environment and comply with the instructions given by the tour leader or guide appointed by the MDG Tourist Office.

The Monts du Genevois is home to a number of protected natural areas, classified as "Natura 2000" and covered by prefectural biotope protection orders.

In particular, they must not leave any rubbish on the site, and if the lunch is a picnic, they should bring rubbish collection equipment (bin bags). They must avoid noise, ban fires and respect crops, equipment and pastoral facilities.

Generally speaking, participants must stay on the paths and respect private sites. Each participant must comply with the rules of caution and traffic and follow the advice of the guide.

The Customer accepts personal responsibility in the event of any breach of the regulations by any member(s) of the group.

The OT MDG and the guide reserve the right to cancel a tour in the event of exceptional and unavoidable circumstances (prefectural decree in particular).

Videos are not permitted during guided tours. The same applies to photographs, which require the consent of the guides.

ARTICLE 13 - INTELLECTUAL PROPERTY

The MDG Tourist Office is the owner of all intellectual property rights attached to the Website and its component parts, or has the licences required by the owners of these rights. It is therefore forbidden to reproduce, modify, transfer or exploit all or part of the Website without the express written authorisation of OT MDG: partial reproduction for strictly private purposes is however tolerated.

ARTICLE 14 - COMPLAINTS / DISPUTE RESOLUTION

In the event of a dispute or litigation arising from the application of these GCS, their validity, their interpretation, their execution and more generally any litigation relating to the Service, the Client must send a written complaint within 15 days (from the start of the service) to the MDG Tourism Office at the above address.

14.1. Applicable law

In the event of persistent disagreement, the dispute will be brought before the competent French courts under the conditions of common law. These general terms and conditions of sale are subject to French law. This applies to both substantive and formal rules.

14.2. Mediation

The Customer may have recourse to conventional mediation, in particular with the Consumer Mediation Commission or existing sectoral mediation bodies, or to any alternative dispute resolution method (conciliation, for example) in the event of a dispute.

The Customer may also contact the Tourism and Travel Ombudsman on the following website: <https://www.mtv.travel/> or at MTV Médiation tourisme voyage, BP 80 303 - 75 823 Paris Cedex 17 in the event that the response given by the MDG Tourism Office to the Customer regarding his/her complaint is deemed insufficient or remains unanswered after 60 days.

14.3. Online sales

If the service has been purchased online by the Customer, the latter is informed that, in accordance with Article 14.1 of Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013, he/she has the option of submitting a complaint and selecting a dispute resolution body on the following website <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=FR> quoting the office's email address: ot@montsdugenevois.com.

14.4. Proof

It is expressly agreed that the data contained in the MDG Tourist Office's information systems have evidential value with regard to reservations, requests and any other element relating to the use of the Site. They may be validly produced, particularly in court, as a means of proof in the same way as any written document.

ARTICLE 15 - RESPONSIBILITIES OF MDG OT

15.1 Tourist packages and travel services:

As part of the tourist packages and travel services defined in article L. 211-2 of the French Tourism Code, in accordance with article L. 211-16 of the same code, the MDG TO is fully liable for the performance of the services provided for in the contract, whether these services are performed by itself or by other travel service providers, without prejudice to its right of recourse against the said providers, unless the damage is attributable either to the traveller or to a third party not



involved in the provision of the travel services included in the contract and is of an unforeseeable or unavoidable nature, or to exceptional and unavoidable circumstances.

15.2 Linked travel services:

If, after choosing a travel service and paying for it at a physical reception of the MDG TO, the Customer books additional travel services for his/her holiday trip or stay through the MDG TO, the Customer is informed that he/she will NOT benefit from the rights applicable to packages under Directive (EU) 2015/2302 and Article L.211-2 of the Tourism Code.

However, if the Customer books additional travel services during the same visit or contact with the MDG TO, the travel services will form part of a linked travel service.

In this case, as required by European Union law, the MDG TO has protection in order to reimburse the sums you have paid to it for services that have not been performed due to its insolvency.

As part of the online purchase, if the Customer books additional travel services for their holiday trip or holiday stay via hyperlinks to the providers' websites, they are informed that they will also NOT benefit from the rights applicable to packages under Directive (EU) 2015/2302 and Article L.211-2 of the Tourism Code

The MDG TO will not be responsible for the proper execution of these additional travel services. In the event of a problem, the Customer must contact the service provider concerned.

However, if the Customer books additional travel services via these hyperlinks within 24 hours of receiving confirmation of the booking from the MDG TO, these travel services will form part of a linked travel service. In this case, the MDG Travel Office has the protection required by European Union law to reimburse sums paid by the customer for services that have not been performed due to the customer's insolvency. The Customer notes that, in this case, there is no provision for reimbursement in the event of the insolvency of the additional service provider concerned.

SPECIAL TERMS AND CONDITIONS FOR GROUP SALES

These special terms and conditions apply to contracts concluded by Groups, as defined in the General Terms and Conditions of Sale. These Special Terms and Conditions take precedence over the General Terms and Conditions of Sale for all the services concerned and for the subjects covered.

Articles 3.1, 3.2, 3.3, 3.4, 3.5, 3.6 and 3.7 of the GTCS also apply to group bookings.

ARTICLE 1 - PRICE

The price quoted is calculated according to the number of participants in the group.

In the event that the number of participants in the group is less than the number specified in the contract, the price for the group initially specified will still apply. (References: contract and pro-forma invoice)

If some members of the group wish to cancel their booking, the value of the individual service will be subject to the cancellation schedule set out in article 4 of these special terms and conditions of sale.

In the event that the number of group members exceeds the contractually agreed number, after express authorisation has been given by the MDG Tourist Office, a price identical to that of the other participants will be applied to these new participants. Without the prior agreement of the MDG Tourism Office, the services will not be provided for groups exceeding the contractually agreed number of participants.

If customers refuse to reduce the size of their group to the contractually agreed size, the service provider may refuse to provide the service and the contract will be terminated to the exclusive detriment of the customer, without any refund being made, and the full price of the service will be due.

ARTICLE 2- BOOKING CONDITIONS

For a Group service, the reservation is only effective after the signature of a special agreement between the Group and the Tourist Office MDG, defining the terms of payment and the special conditions of sale.

The customer must begin the booking process, either by completing a questionnaire available on the MDG Tourism Office's "groups" website, or by contacting the MDG Tourism Office's Sales Department. Whichever method of contact is used (form on the groups website or email request to the Sales Department), the latter will contact the customer to



qualify and determine the customer's needs in detail so that an initial commercial offer (quote) can be sent to the customer within eight working days of the meeting to qualify all the services expected by the customer.

The customer will be given an option deadline. As the deadline approaches, the Sales Department will contact the customer again to confirm his decision. The Customer may ask for the option deadline to be extended. At the end of the agreed option period, the Customer informs the MDG Tourist Office Sales Department of their decision by email.

Once the client has accepted the commercial offer (quotation), OT MDG will send the client a contract setting out the terms of payment and summarising all the services booked, as well as the tourist information form, a pro-forma invoice and the general conditions of sale governing the performance of the contract. A deposit of 30% of the total amount of the pro-forma invoice is required to confirm the booking. It must be paid at least 30 days before the date on which the first service is to be provided. If the period between the Customer's confirmation and the date on which the services are provided is less than 30 days, the Customer will be asked to pay the pro-forma invoice in full in advance.

Except in the case of fraud, proof of which must be provided by the Customer, the Customer is financially responsible for his dealings with the Sales Department, and in particular for the use made of his user name and password. The Customer also guarantees the truthfulness and accuracy of the information provided about him/her on the Reservation Centre.

ARTICLE 3 - START AND CONTENT OF SERVICES

The Group must arrive on the specified day and at the times indicated on the voucher(s).

If this is not possible, the Group undertakes to inform the MDG Tourist Office. In the event of late arrival or a last-minute impediment, the visit time will be reduced without any possibility of a price reduction and the customer must inform the service provider whose address and telephone number appear on the voucher or product sheet.

After a 15-minute delay and without any news from the group, the guide(s) or tour leader(s) will no longer be obliged to provide the tour and the customer will not be entitled to any refund.

For guided tours, the guide will adapt the programme according to availability. The programme may therefore be subject to change, particularly in the event of the customer being late, which will not give rise to any reimbursement or reduction in price or to the recovery of the start of the service not used.

Any services not consumed as a result of this delay will remain due and cannot give rise to any reimbursement.

Each participant must observe the rules of caution and follow the advice of the supervisor. The OT MDG reserves the right to expel from a group at any time any person whose behaviour can be considered as endangering the safety of the group and the well-being of the other participants. The contract will be terminated to the exclusive detriment of the customer, who will not be entitled to any reimbursement or compensation.

ARTICLE 4- MODIFICATIONS

In the event of modification or cancellation, the Customer must contact the sales team by email (commercial@montsdugenevois.com), or by post (2, Place de la Gare, 74100 Annemasse).

Modifications requested by the customer are subject to prior authorisation by OT MDG, which may offer a supplement or price reduction depending on the modifications requested.

Substantial changes proposed by OT MDG must be agreed with the customer in accordance with the general terms and conditions of sale.

Cancellations are governed by the general terms and conditions of sale.

SPECIAL TERMS AND CONDITIONS FOR TICKET SALES

The OT MDG offers a ticketing service for tourist and leisure services.

These special conditions of sale apply to the sale of tickets by the MDG Tourist Office, i.e. the sale of tickets dated or valid for a certain period for a single service that does not constitute a tourist package and is not booked by a group. These terms and conditions of sale take precedence over the general terms and conditions of sale for all the services concerned and for the subjects covered.

ARTICLE 1 - PRICE

The price quoted includes VAT for all the services included in the contract.

ARTICLE 2 - BOOKING METHODS

Tickets may be booked online, at the counter or by mail order:

2.1 Online sales :

The Customer has the option of placing the desired service(s) in his/her electronic basket, after having consulted the conditions under which they will be provided, their organisation and their price.

After accepting the general terms and conditions of sale, the Customer pays the full price of the service by credit card. Confirmation, together with the electronic or printable ticket, is sent to the customer by email once payment has been received.

2.2 Distance selling

In the case of distance selling, the MDG Tourism Office will send the reservation to the delivery address indicated by the Client and according to the delivery method selected by the Client when making the reservation on the Central Reservation System. The delivery charges applicable by post (recorded delivery with acknowledgement of receipt) were approved by resolution no. 2018-09.

They are neither cancellable nor refundable. Items sent by post to Switzerland or abroad will be subject to a different rate, also approved by resolution no. 2018-09, corresponding to "Postage and packing for OT MDG sales".

At the time of booking, the Customer must be informed of the amount of the postage costs according to his/her place of residence. If the amount selected by the Customer is incorrect, no mail will be sent by OT MDG.

These rates applied by the French Post Office are re-evaluated each year.

The different rates for sending registered post with acknowledgement of receipt will be shown on the Booking Centre at the time of purchase.

In the event of an emergency or need, the Customer may also collect their reservation from the OT MDG reception points according to its opening hours. This does not imply the cancellation or reimbursement of fees already paid by the Customer.

The Tourist Office MDG accepts no responsibility for any delay or impossibility of delivery due to an incorrect or incomplete delivery address, or to any malfunction of national or international courier services, climatic disturbances or incidents, terrorist attacks, administrative decisions and will refuse to refund the reservation.

Upon receipt of their reservation, by whatever means of delivery, it is the Customer's responsibility to ensure that the tickets delivered conform to their reservation.

ARTICLE 3 - COMMENCEMENT AND CONTENT OF SERVICES

Tickets may be subject to a specific period of validity or, in some cases, purchased for a specific date, as indicated on the ticket or booking confirmation. By definitively confirming his/her reservation at the ticket office or on the Central Reservation System, the Customer acknowledges that he/she is fully aware of the date or period of validity applicable to the ticket. Unless otherwise stipulated, any ticket not used on the scheduled date or during the stipulated period of validity will not be refundable, even in the event of theft, invalidity, loss or unused ticket. All tickets are non-exchangeable and non-refundable.

ARTICLE 4 - TICKETS

Tickets received by the purchaser are only valid for the service booked and for the date and time specified. They must be presented on arrival and kept for the duration of the purchaser's stay at the venue. Access to the service is no longer guaranteed after the specified start time and no refund will be given.

You may be asked to show valid photo identification at the entrance to certain services. This must match the name on the ticket if it is for a specific person. The MDG Tourist Office accepts no liability.

Users arriving without a ticket will be refused access to the service (even free participants or young children, who must have been informed at the time of booking).

With the agreement of the Provider and the MDG Tourist Office, the purchaser may present their ticket in digital format on their smartphone in order to access the activity. This digital document is proof that the purchaser has booked the activity.

No duplicate ticket will be issued, including in the event of loss or theft.

The Customer remains solely responsible for the use made of his/her ticket, voucher or exchange voucher. In the event of loss, theft or any other reason, the Customer will not be able to access the event. The OT MDG declines all responsibility for theft, loss or any other event that may occur, even if the Customer did not cause it intentionally or through negligence.

It is forbidden to reproduce, use a copy of, duplicate or counterfeit the tickets, vouchers or exchange coupons sent by the Central Reservations Office or the OT MDG team.

ARTICLE 5 - CHANGES AND CANCELLATIONS

Tickets are not subject to modification, cancellation or refund as indicated below.

DATE OF CANCELLATION	SHARE OF THE TOTAL AMOUNT (INCL. VAT) OF THE SERVICE BILLED
From the date of reservation to the start of the service, and no-shows	100%*

Any ticket not used on the planned date or during the stipulated period of validity will not be refunded, even in the event of theft, invalidity, loss or non-use. All sales made to the MDG Tourist Office, by whatever means, are non-exchangeable and non-refundable.

In addition, in the event of the reissue of a ticket or a new reservation following a cancellation or modification by the Customer, it is specified that the price of the new ticket or the new reservation may be higher than that of the first ticket or the first reservation.

CUSTOMER APPROVAL Company name, name of person responsible	CUSTOMER FILE REF	OTMDG CONTRACT
Good for acceptance without reservation On/...../	SIGNATURE OF CONTRACT	SIGNATURE OF GENERAL TERMS AND CONDITIONS