

TERMS AND CONDITIONS

These Terms and Conditions apply to the sale of the "CLINICS" by ARC'TERYX and CHAMONIX EXPERIENCE, as part of the annual event ARC'TERYX ALPINE ACADEMY, taking place in Chamonix Mont-Blanc on July 3rd, 4th, 5th and 6th of July 2025 for the benefit of any individual person or legal entity, hereinafter the "PARTICIPANT(S)".

CHAMONIX EXPERIENCE is established and domiciled at 610, Route Blanche, Chamonix-Mont-Blanc (74400), France, registered as a limited liability company «Société à responsabilité limitée» with capital of 8 000 €, under the n° SIRET 44059232700041, info@chamex.com, telephone +33450932314, mobile +33676518783, www.chamex.com and www.chamex-events.com; VAT number FR91440592327, hereinafter "CHAMONIX EXPERIENCE".

Preamble

The company ARC'TERYX is solely responsible for the overall organization of the ARC'TERYX ALPINE ACADEMY which includes two parts, the part "CLINICS" and the part "VILLAGE".

ARC'TERYX subcontracts to CHAMONIX EXPERIENCE the organization and the supervision of the sporting activities of the "CLINICS" part of the event (design of "CLINICS", adding the content of "CLINICS" on the website, registrations and reservations).

As a result, CHAMONIX EXPERIENCE declines all responsibility concerning the set up, the organization and the responsibility of the activations and animations organized by the company ARC'TERYX, particularly within the framework of the part of the event "VILLAGE", located at Parc Couttet in Chamonix, in particular the running, supervision and management of the climbing wall accessible to the public.

The purchase of a "CLINIC" sold by ARC'TERYX and CHAMONIX EXPERIENCE implies knowledge and pure and simple acceptance of the terms and conditions of sale of ARC'TERYX and CHAMONIX EXPERIENCE.

Article 1- Definition of the Service

The "CLINICS" are described on the "ARC'TERYX ALPINE ACADEMY" Chamonix 2025 event website in English: (<https://chamonix.arcteryxacademy.com/clinics>)

The "CLINICS" are offered in France, Italy, and Switzerland.

The "CLINICS" consist of :

- Either daily mountain activities guided by certified professionals (either UIAGM mountain guide, international mountain leader, or instructor, hereinafter "GUIDE") holding the appropriate qualification, and a liability insurance.

In this case, "CHAMONIX EXPERIENCE" is a transparent agent and ensures the resale of Activities guided under the responsibility of a "GUIDE" holding the appropriate qualification, who carries out his activity under the status of independent worker.

- Or a set of services (guided by a certified professional holding the appropriate qualification, accommodation, transport by vehicle or ski lifts, catering, etc.), carried out over a period of more than 24 hours, sold all-inclusive and corresponding to a "tourist package" within the meaning of Directive (EU) 2015/2302 and Article L.211-2 II of the Tourism Code.

In this case, "CHAMONIX EXPERIENCE" designs, organises and manages sports-related tourist trips and packages.

When the "CLINIC" is sold in the form of a trip, a specific technical PDF is made available to the "PARTICIPANT(S)" at any time on the website or upon request from the "PARTICIPANT(S)".

This technical PDF includes the contact details of the organizer, and the main characteristics of the "CLINIC": destination, itinerary, dates, accommodation, number of nights, means of transport, precise or approximate locations and times of journeys, catering, the physical and technical level required, the number of participants required, administrative and health formalities, payment and cancellation terms, price, and compulsory or optional insurance.

Article 2- Price – Reservation – Payment terms

Price: The price of the “CLINIC” is indicated in the description on the ARC’TERYX ALPINE ACADEMY website (<https://chamonix.arcteryxacademy.com/clinics>). The services and benefits included and excluded from the price are expressly indicated there.

In principle, expenses not expressly indicated as included in the price are excluded.

Unless otherwise specifically indicated in the technical data sheet available at any time on the website or upon request, drinks and personal equipment required for activities are never included in the price.

Apart from “CLINICS” sold as all-inclusive packages, any additional costs incurred by the “CLINICS” (transportation, ski lifts, drinks, food, etc.) are ordered, covered, and paid directly by the “PARTICIPANT(S)”.

Reservation: When the “PARTICIPANT(S)” has chosen a “CLINIC”, the reservation request is made directly on the ARC’TERYX ALPINE ACADEMY website.

The request must include the “PARTICIPANT(S)” full name, address, telephone number, and email address.

Payment methods: Payments are made by credit card, via the STRIPE TECHNOLOGIES payment platform accessible from the ARC’TERYX ALPINE ACADEMY website.

Article 3- Right of withdrawal

The PARTICIPANT is informed that in accordance with the provisions of Article L. 221-28 of the Consumer Code, registration for a CLINIC is firm and definitive, and that he/she does not benefit from a right of withdrawal.

Article 4- Assignment of the contract

In accordance with the provisions of Article R 211-7 of the French Tourism Code, for “CLINICS” sold as a package, the PARTICIPANT may assign the contract to a transferee (buyer) who meets the same conditions as the “PARTICIPANT(S)” for the tourist package, as long as the contract has not yet become effective.

The “PARTICIPANT(S)” is required to inform CHAMONIX EXPERIENCE of their decision by any written means that allows for acknowledgment of receipt, and no later than seven days before the start of the trip. In the event of a contract assignment, the transferor and/or transferee are required to first pay any costs incurred by the assignment.

Article 5- Modification or cancellation of the “CLINICS”

Mountain activities are subject to uncertainties related to weather, snow, and terrain conditions, attendance, as well as the experience, technical abilities, and physical condition of participants. CHAMONIX EXPERIENCE and ARC’TERYX cannot be held responsible for these hazards.

Similarly, CHAMONIX EXPERIENCE and ARC’TERYX are not responsible for the consequences of strikes, union actions, illness, government intervention, weather conditions, ski lift and/or mountain hut closures, or other unforeseen events that may affect a “CLINIC”.

To ensure the safety of property and people, in the event of insufficient physical or technical requirements declared by the “PARTICIPANT(S)”, or to accommodate any unforeseen circumstances, the proposed “CLINICS” may be canceled or modified by CHAMONIX EXPERIENCE, ARC’TERYX, and the guide at any time before, at the beginning, or during its execution.

The guide will then propose, whenever possible, a customized program, without any price changes or refunds for the participant.

If the participant cancels or interrupts their participation in the “CLINIC” for any reason, they are not entitled to any refund.

Article 6- Organization of the “CLINIC” – Administrative and health formalities

The PARTICIPANT must attend the briefing organized by CHAMONIX EXPERIENCE, at the location and time indicated prior to the “CLINIC”. For the smooth running of the “CLINIC”, the “PARTICIPANT(S)” agrees to punctually adhere to the communicated meeting times.

The “PARTICIPANT(S)” certifies that they hold a valid passport or national identity card (CNI), which will be used to attend the “CLINIC” if it is held abroad.

A “PARTICIPANT(S)” who is unable to use the provided travel tickets due to failure to present the required police, customs, and/or health documents cannot claim any refund of the “CLINIC” price.

CHAMONIX EXPERIENCE and ARC'TERYX cannot, under any circumstances, be held responsible for the consequences of the traveler's failure to comply with police, customs, or health regulations prior to or during the trip.

Article 7- Equipment

The “PARTICIPANT(S)” is provided with their own technical and safety equipment adapted to the “CLINIC” being conducted, in accordance with the instructions provided.

The price includes group and safety equipment.

The “PARTICIPANT(S)” is informed that they are solely responsible for their equipment and any damage that may result to them or a third party.

If in doubt about the obsolescence or unsuitability of their individual equipment, they should consult CHAMONIX EXPERIENCE and the “GUIDE”.

ARC'TERYX or its partners may provide the “PARTICIPANT(S)” with the technical and safety equipment necessary for the “CLINIC”, in which case the “PARTICIPANT(S)” agrees to wear and use this equipment throughout the Activity, unless expressly indicated otherwise by the “GUIDE”.

CHAMONIX EXPERIENCE assumes no responsibility for the equipment provided.

Article 8 - Technical and physical prerequisites – health

The “PARTICIPANT(S)” access to the “CLINIC” may be subject to technical, physical, or experience prerequisites.

A “PARTICIPANT(S)” who falsely declares that they meet these prerequisites, and who has a lower technical, physical, or experience level than stated, is fully responsible for any consequences that may result.

CHAMONIX EXPERIENCE, ARC'TERYX, and the “GUIDE” cannot be held liable for any physical or technical deficiencies revealed during the “CLINIC”.

In particular, the “PARTICIPANT(S)” must disclose to CHAMONIX EXPERIENCE and the guide any health problems, medical history, one-time or long-term treatment, or accidents likely to affect their physical or psychological health, as well as any particular apprehensions (vertigo, previous accidents, fears, etc.).

Article 9 - Responsibilities - Specific environment

The “CLINICS” take place in specific environments (mountain, snowy, aquatic, underground, aerial, etc.) that involve objective and random natural risks (rockfalls, seracs, crevasses, avalanches, etc.). The presence of the “GUIDE” does not eliminate these natural risks.

The “PARTICIPANT(S)” is aware of the dangers to which they are exposed and acknowledges having been fully informed.

The guide is subject to a safety obligation of means and not of results. They implement all means at their disposal, including renunciation, to prudently and diligently ensure the safety of the "PARTICIPANT(S)", who retains an active role in the execution of the "CLINIC". The "PARTICIPANT(S)" is responsible for their own safety and that of third parties. They must comply with the safety and behavior rules that stem from common sense, as well as those communicated by the "GUIDE".

It is recalled that any activity other than mountaineering that the "PARTICIPANT(S)" may be required to practice during the outing (cycling, swimming, foraging, paragliding, etc.), is practiced under the exclusive personal responsibility of the "PARTICIPANT(S)", the responsibility of the "GUIDE" and CHAMONIX EXPERIENCE cannot be engaged in this regard under any circumstances.

Article 10- Insurance and Assistance

CHAMONIX EXPERIENCE :

- Has civil liability insurance for the resale of activity: MMA no. A143140422
- Is registered in the register of travel and holiday operators under the following number: **IM074100152**
- Holds financial security taken out with GROUPAMA ASSURANCES under number **4000715108**

The "GUIDE", who holds a sports instructor certification, is covered by professional liability insurance in France and worldwide, which covers the financial consequences of civil liability that may be incurred due to bodily injury, property damage, or non-material damage caused to others during or in connection with the activities, including search, rescue, and repatriation costs.

Details of this insurance are provided to the "PARTICIPANT(S)" upon request from CHAMONIX EXPERIENCE or the "GUIDE".

This insurance does not replace the "PARTICIPANT(S)" individual civil liability for damage they may cause to themselves or third parties, or resulting from an external natural phenomenon.

It is the "PARTICIPANT(S)" responsibility to obtain personal liability insurance for the planned activity, regardless of location or altitude, including assistance, search, rescue, and repatriation.

CHAMONIX EXPERIENCE and ARC'TERYX inform the "PARTICIPANT(S)" that they have the option of purchasing annual or daily liability, rescue, and repatriation insurance. It is the "PARTICIPANT(S)" responsibility to ensure that the required coverage is effectively met.

CHAMONIX EXPERIENCE and ARC'TERYX recommend purchasing a cancellation insurance policy in the event of a last-minute change of plans or injury.

Article 11- Description of the Activity

CHAMONIX EXPERIENCE and ARC'TERYX make every effort to ensure that the information contained on the ARC'TERYX ALPINE ACADEMY website and in its marketing and communication materials is accurate and up-to-date.

This content, however, is for informational purposes only and should be verified directly by contacting the CHAMONIX EXPERIENCE or ARC'TERYX office. CHAMONIX EXPERIENCE cannot be held responsible for any inaccuracies in this content.

Article 12- Rights to images

The "PARTICIPANT(S)" authorizes CHAMONIX EXPERIENCE, ARC'TERYX, and the "GUIDE" to use, without limitation, for promotional and commercial purposes, by means of reproduction, representation, projection, and adaptation, the images (photos and videos) taken during the "CLINIC".

The parents of any minor "PARTICIPANT(S)" grant CHAMONIX EXPERIENCE, ARC'TERYX, and the "GUIDE" authorization to use the images of the minor "PARTICIPANT(S)" under the same conditions.

Article 13- Complaints

Regarding a "CLINIC" sold as a tourist package, in accordance with Article R211-6 of the French Tourism Code, CHAMONIX EXPERIENCE provides the "PARTICIPANT(S)" with the name, address, telephone number, and email

address of a contact person through whom they can contact CHAMONIX EXPERIENCE quickly and efficiently, request assistance if they encounter difficulties, or complain about any non-compliance noted during the trip or stay. This information is communicated by email prior to the "CLINIC".

In the event of a complaint, failure to report any non-compliance in the provision of services during the stay will be taken into account, if applicable, as it could result in financial consequences.

In other cases, any complaint must be sent by registered mail with acknowledgment of receipt to the address of CHAMONIX EXPERIENCE, no later than 5 days after the occurrence of the incident giving rise to the complaint.

Article 14- Tolerances and modifications of the Conditions of Sale

Any tolerance by one of the parties relating to the non-performance or poor performance by the other party of one of the provisions of the General Terms and Conditions of Sale may not, under any circumstances and regardless of its duration, give rise to any right whatsoever for the party concerned, nor modify in any way the nature, extent or performance of its obligations by the other party. CHAMONIX EXPERIENCE may, at any time, make any modification or adaptation to the Conditions of Sale. The applicable Terms and Conditions are those in force on the date of the contract.

Article 15 - Dispute resolution and applicable law

In the event of a dispute, the "PARTICIPANT(S)" must send a registered letter to CHAMONIX EXPERIENCE, ARC'TERYX, or the guide to outline their complaint and seek an amicable settlement.

CHAMONIX EXPERIENCE, ARC'TERYX, or the guide have two (2) months to respond. If no response is received, or if the response is not satisfactory to the "PARTICIPANT(S)", the latter may, in accordance with Article L.612-1 of the French Consumer Code, refer the matter to the following Consumer Mediator:

MÉDIATION DE LA CONSOMMATION et PATRIMOINE - 12 Square Desnouettes - 75015 PARIS

www.mcpmediation.org

The language of reference for the resolution of any disputes is French. All disputes will be subject to the jurisdiction of the courts having jurisdiction over the registered office of CHAMONIX EXPERIENCE.

Article 16- Processing of personal data

The information collected in the registration form is stored in a computer file. The data collected will not be shared with third parties and will be retained for five years.

You can access your data, rectify it, request its deletion, exercise your right to limit the processing of your data, or ask any other questions by contacting Sébastien Rougegré at info@chamex.com.

If, after contacting us, you believe that your Data Protection rights have not been respected, you can visit cnil.fr or file a complaint with the CNIL.

Article 17- Rights of the "PARTICIPANT(S)" in the presence of a tourist package

For the "CLINICS" offered as a tourist package, the combination of travel services offered constitutes a package within the meaning of Directive (EU) 2015/2302 and Article L.211-2 II of the French Tourism Code. As such, the "PARTICIPANT(S)" benefits from the rights granted by the European Union applicable to "packages", as transposed into the French Tourism Code.

CHAMONIX EXPERIENCE is responsible for the proper execution of the entire package.

Furthermore, as required by law, CHAMONIX EXPERIENCE has protection to refund your payments and, if transportation is included in the package, to ensure your repatriation in the event of insolvency.