

# MONT BLANC EXPERIENCE TERMS AND CONDITIONS OF SALE

These terms and conditions of sale (T&Cs) govern the tourist services offered by Mont Blanc Experience which are considered, within the meaning of the regulations, as "packages" for which you benefit, in particular, from the rights set out in Article 13 below. There are special contractual conditions supplementing and/or modifying these terms and conditions of sale for trips for pre-established groups of travelers and/or trips organized by companies and for expeditions. These special conditions will be communicated with the offer for each of these types of trip. The person who registers in the name and on behalf of the various participants on a trip acknowledges that they have read the terms and conditions of sale and undertakes to communicate them to each traveler, along with all the information provided by Mont Blanc Experience concerning the trip.

## 1/ OUR TRAVEL OFFER

We provide you with detailed information on the nature and specific characteristics of each tour on our website [www.montblanc-experience.com](http://www.montblanc-experience.com) [hereinafter, the "Site"]. In particular, you will be able to consult the program day by day, find practical information about the destination and familiarize yourself with all the information needed to participate (level of physical effort, minimum number of participants, etc.). Please note that we offer stays that may require a more or less significant physical effort. We therefore recommend that you read the information regarding the level of physical effort required to take part in the planned trip carefully. It is the responsibility of each traveler to determine, on the basis of the information provided, whether he or she has the necessary level of ability. In case of doubt, we invite you to contact Mont Blanc Experience and any relevant specialist (e.g. your attending physician if you have a medical history) before you register, to confirm your ability to undertake the planned tour. Our travel offer includes accompanied or unaccompanied tours for groups or families and tailor-made trips designed to meet your specific requirements, with the help of one of our sales team members.

### 1.1. Self guided tours

Our "Self Guided" tours allow you to hike independently without a tour leader, wherever you want, with whomever you want and whenever you want, without worrying about organization or logistics. We offer you an itinerary (tour) for which we book your accommodation and, if necessary, organize luggage transfers, and provide you with all the necessary documentation for your trip. Some "Self Guided" tour excursions are not possible without a tour leader, in which case the relevant information will be provided in the technical information sheet for the trip. For each "Self Guided" tour featured on the Site, you can either make an immediate booking or refine the details of your trip; in this case a Mont Blanc Experience sales team member will contact you to create your quote.

### 1.2. Private Guided Tours

Our "Private Guided" tours allow you to hike with a tour leader who is a specialist in the chosen region. Your group is private, which allows you to personalize dates, duration, services.

### 1.3. Guided Tours

Guided tours allow you to travel in small groups with a tour leader who is a specialist in the chosen region. The maximum size of your group will be indicated on the technical information sheet of the planned tour. The "Booking" section will indicate the available departure dates and the status of departures according to the number of registered participants. We draw your attention to the fact that this information is provided for indicative purposes only, according to the latest update processed by Mont Blanc Experience. Mont Blanc Experience cannot be held responsible if a registration for a tour indicated as available on the Site cannot be confirmed due to a lack of availability, taking into account the processing time involved, in particular for online registrations. You can make an immediate booking on the Site for all accompanied tours. If you wish to sign up for additional options, a Mont Blanc Experience sales team member will contact you to finalize your requirements.

### 1.4. Tailor-made Tours

With the help of our sales team members, you can create a personalized tour, according to your wishes, either based on an existing tour or from scratch.

### 1.5. Family trips

Mont Blanc Experience offers trips specially designed for families as "Self Guided" tours or accompanied by a tour leader. These tours are only available to participants travelling with at least one child under the age of majority.

## 2/ REGISTRATION

### 2.1. Registration procedures

Several options are available to register for one of our tours:

— On the Site: by clicking on "Book", you will access the booking form that you will need to complete. You will then have to pay a deposit of 35% of the total amount of the trip, if you register more than 35 days before departure. If you register less than 35 days before departure, the total amount of the trip must be paid at the point of registration. For any registration on the Site, receipt of an e-mail from Mont Blanc Experience confirms that the reservation request has been received and that the deposit or the full price of the trip has been paid (depending on the registration date).

— By telephone: You can also contact us by phone to ask to register for a tour or to request a quote. A Mont Blanc Experience sales team member will contact you to create your program and will email you a link to your pre-filled electronic registration form, which you can

confirm on our Site and then proceed to the payment of the deposit or the total price of the trip, depending on your registration date.

Your registration will be confirmed by Mont Blanc Experience sending you a written confirmation and invoice by email. If your registration cannot be confirmed by Mont Blanc Experience due to lack of availability, you will be refunded the full amount paid, without any deduction. Mont Blanc Experience charges a fee of €20 per participant for all registrations.

In accordance with Art. L. 221-28 of the French Consumer Code, you will not be entitled to a cooling-off period in respect of the purchase of travel services. The balance of the price of your trip must be paid no later than 35 days before departure.

The registration must be completed in the full names of the travelers as they appear on the identity document used for the trip. If any last names or first names change after registration, Mont Blanc Experience will charge a minimum fee of €100 to amend or redeem any tickets (including but not limited to flights), subject to any additional charges applied by the carrier. It is the responsibility of each traveler to check that the spelling of the last names and first names on travel documents (tickets, visas, etc.) matches those on their identity documents. If you fail to comply with these instructions, you will not be entitled to any refund in the event that you are denied boarding.

### 2.2. Accessibility / Physical fitness

2.2.1. Our tours require more or less physical effort depending on the level of fitness required and are therefore not adaptable and/or accessible to everyone. We invite you to contact us for more information on the accessibility of our trips and for any request for assistance with your travel, particularly at the airport and/or during flights.

2.2.2. Each traveler must ensure that his or her physical condition is suitable for the intended trip. Mont Blanc Experience reserves the right not to proceed with the registration of any traveler who does not meet the expected requirements for physical fitness, as specified, in particular, in the technical information sheet. Mont Blanc Experience cannot be held liable in the event of a lack of physical capacity revealed after registration, or during the trip, and may refuse to allow any traveler concerned to continue the trip if this would be dangerous both for themselves and for the other travelers in the group; the traveler concerned may not object to the decision taken by Mont Blanc Experience or request any compensation or reimbursement in this respect. Our tours are able to accommodate minors accompanied by an adult, provided that their age and physical fitness make it possible to complete the tour under normal conditions.

### 2.3. Administrative and health formalities

It is the responsibility of each traveler to ensure, before departure, that they have completed the necessary police, customs and health formalities (passport, visa, vaccination certificate) and to comply with these formalities during the trip. This information may change as the country's administrative situation changes. Mont Blanc Experience is on hand to assist you with any administrative procedures. All costs related to these procedures are payable by the traveler. No refund of the price of the trip will be given if the traveler is unable to depart due to non-compliance with these formalities.

### 2.4. Minors

A minor must be registered on the same booking as an authorized accompanying adult. Registrations for minors must be signed by the parent(s) exercising parental authority and/or the guardian, including the statement "agreement of the father, mother, etc.". The minor must be in possession of all the documents required to leave the country in order to take part in the trip. Customs authorities may require a document proving that the accompanying person is the parent or legal guardian (family record book, birth certificate, court decision, etc.). The minor remains under the responsibility of the holder of parental authority throughout the trip, regardless of the activities carried out, and despite the presence of a tour leader. Mont Blanc Experience cannot be held liable in the event of a lack of supervision. If the minor is traveling without their parents, the contact details of a contact in France must be communicated to Mont Blanc Experience before departure.

### 2.5. Safety and security

It is the responsibility of each traveler to read the safety instructions issued by local authorities and the recommendations to travelers made by the competent authorities of the travelers' country of origin.

For example :

For United Kingdom nationals: <https://www.gov.uk/foreign-travel-advice>

For US nationals: <https://travel.state.gov/content/travel/en/international-travel.html>

## 3/ PRICE AND PAYMENT TERMS

### 3.1. Price of the trip

All prices are indicated in Euros, including taxes. What the price includes and does not include is indicated in the technical information sheet for each trip. The price of the trip is indicated, for each departure, on the Site.

The total price invoiced includes the additional services requested by the traveler. The total price of the trip, including any surcharges accepted, is communicated to the traveler and then shown on the invoice. In addition, Mont Blanc Experience will charge a registration fee of €20 per participant for each travel booking.

Special conditions applicable to "Self Guided" trips and "Private Guided" trips: The price indicated is for a standard tour, booked at the latest 15 days before departure. Reservations for "Self Guided" trips are finalized on receipt of your registration, for the dates of your choice; it

is therefore possible that some services will no longer be available. In this case, Mont Blanc Experience can offer you the option of amending your travel dates, changing your tour or package, or choosing other services, subject to a price adjustment. If none of these solutions is suitable for you, Mont Blanc Experience will cancel the registration and refund the full amount paid. For any registration within 15 days of departure, a priority processing fee per booking will be applied. The amount of these fees will be shown in the proposal sent to you.

### 3.2. Payment terms

You may pay the cost of your trip (deposit followed by the balance for bookings more than 35 days before the date of departure or the total price for any booking less than 35 days before the date of departure):

— Remotely: by bank transfer.

— Online on a secure page.

Any delay in the payment of any amount for your trip on the scheduled date may be considered as a cancellation/termination by you, for which the cancellation/termination fees referred to in Article 5.1 below will be applied. In the event of registration less than 35 days before departure, the full price of the trip must be paid at the time of registration.

For any payment where the amount is confirmed and collected by Mont Blanc Experience, an invoice will be sent to the person who signed the registration form and/or who has confirmed the registration on the Site.

## 4/ INSURANCE

An insurance package is available to you through Mont Blanc Experience. Accordingly, Mont Blanc Experience is registered on the Single Register of Insurance, Banking and Finance Intermediaries under number 19000715. We invite you to check that you do not have this cover from another source. The general and special conditions of these insurance policies and the corresponding product information document can be viewed on the site or are available on request. We encourage you to read them carefully.

The proposed insurance must be taken out at the point of registration. Please note that it is your responsibility, before or during your trip, to contact the insurance company providing cover for your trip in person, to activate the policy. Under the proposed insurance policies, neither the insurance premium nor visa fees are refundable by Mont Blanc Experience or by the insurer.

### 4.1. Tranquillité policy – Mutuaide

This insurance policy is charged at 4.45% of the total price of the trip. The insurance policy can be viewed on the Mont Blanc Experience website.

### 4.2. Claims procedure and processing of requests

It is your responsibility to contact the insurer in person before or during your trip, to activate your insurance policy and exercise your rights.

a) Requests for medical assistance :

You can contact Mutuaide (Assistance platform) for any medical assistance request 24 hours a day, 7 days a week, i.e. 5 (A) by telephone from France no: 01.45.16.43.21 or from abroad: +33. (0) 1.45.16.43.21, or (B) by fax no: Fax: +33. (0) 1.45.16.63.92, or (C) by email: [medical@mutuaide.fr](mailto:medical@mutuaide.fr)

b) Other requests :

In the event of cancellation/termination of your trip or the occurrence of any other incident covered by the travel insurance policy (flight delay, loss of luggage, etc.), we invite you to submit your claim to your Mont Blanc Experience sales contact.

## 5/ CANCELLATION/TERMINATION AND MODIFICATION CONDITIONS:

### 5.1. Cancellation/termination before the departure date of the trip by all participants

If you are obliged to cancel your trip before it starts (departure date), you must inform Mont Blanc Experience as soon as possible by any written means that provides an acknowledgement of receipt. The date on which the written correspondence is sent will be considered as the cancellation date for invoicing the cancellation fee.

Important: the insurer will assess, on the basis of the documents you provide directly to it, the date of the event giving rise to the cancellation of your trip to reimburse you for the cancellation fee.

The insurance premium, visa and passport postage fees are not refundable by Mont Blanc Experience or the insurer. Cancelling your trip does not release you from paying the price of the trip in full; any reimbursement procedure by the insurance company can only be activated subject to this condition.

In the event of cancellation of your trip (except for trips with cruises), the provisions set out in this article and the following scale of fees will apply:

- More than 60 days before departure: 35% of the total price of the trip, excluding insurance premium
- From 60 to 31 days before departure: 40% of the total price of the trip, excluding insurance premium
- From 30 to 21 days: 40% of the total price of the trip, excluding insurance premium.
- From 20 to 14 days: 60% of the total price of the trip, excluding insurance premium.
- From 13 to 8 days: 70% of the total price of the trip, excluding insurance premium.
- From 7 to 2 days: 75% of the total price of the trip, excluding insurance premium.
- The day before or the day of departure: 100% of the total price of the trip, excluding insurance premium.

For flight bookings, the airline's cancellation conditions will apply. In the event of cancellation for any reason whatsoever, supplementary costs in addition to the trip arranged with Mont Blanc Experience and incurred by the traveler(s), such as transport expenses to the departure

point for the trip and the return home, charges for obtaining visas, travel documents and vaccination costs cannot be refunded. On the date of your cancellation, and if your trip includes airline tickets, (1) either Mont Blanc Experience will have collected the total price of your trip and the amount of cancellation fees charged will include the reimbursement of boarding fees and airport charges, (2) or Mont Blanc Experience will have only collected a deposit towards the total price of your trip and the amount of cancellation fees, which will be deducted from the deposit, will not include boarding fees and airport charges.

### 5.2. Cancellation / termination by some participants and continuation of the trip for others

If one or more travelers registered on the same registration form cancel(s) their participation in a trip maintained for the other participants, the following fees will be applied to the one or more individual(s) who cancel:

— For personal (unshared) services, the scale of fees for cancellation indicated in 5.1 will be/ have been calculated for traveler(s) who cancel based on the price of the unused services (airline tickets, etc.) for the trip as at the cancellation date; and

— For shared services maintained for participants continuing with the trip: a fee equal to 100%, regardless of the cancellation date, will be charged to participant(s) who cancel their share of the shared services of the trip.

Where several travelers are registered on the same registration form and only one of them cancels their trip, the cancellation fees will be deducted from the sums collected by Mont Blanc Experience, irrespective of who has made the payment.

In the event of cancellation for any reason whatsoever, supplementary costs in addition to the trip arranged with Mont Blanc Experience and incurred by the traveler(s), such as transport expenses to the departure point for the trip and the return home, charges for obtaining visas, travel documents and vaccination costs cannot be refunded. On the date of your cancellation, and if your trip includes airline tickets, (1) either Mont Blanc Experience will have collected the total price of your trip and the amount of cancellation fees charged will include the reimbursement of boarding fees and airport charges, (2) or Mont Blanc Experience will have only collected a deposit towards the total price of your trip and the amount of cancellation fees, which will be deducted from the deposit, will not include boarding fees and airport charges.

### 5.3. Changes to / interruption of services at the request of the traveler(s)

#### 5.3.1. TRAVEL SERVICES

Once the trip has been booked, any changes to travel arrangements, particularly the last names/first names of the traveler(s), may result in additional costs and/or penalties, the amount of which must be paid before departure by the traveler(s) to Mont Blanc Experience.

#### 5.3.2. OTHER SERVICES

After the trip has been booked and before the departure date, any requests for changes (additions or deletions (extension, delayed return, change of accommodation, etc.)) to the travel services may only be made with the prior approval of Mont Blanc Experience and payment to Mont Blanc Experience, using any payment methods that allow Mont Blanc Experience to receive the funds. Unless this payment is received, Mont Blanc Experience cannot be obliged to make the changes requested.

After the date of departure, no requests for changes and/or requests not to provide any or all of the travel services arranged will result in the initial services being refunded. Any new service requested during the trip must be paid in advance to Mont Blanc Experience or the designated service providers.

#### 5.3.3. SPECIAL CASES

Any request for change to the departure and/or return date may give rise to the invoicing of additional costs imposed by our service providers, which will be passed on to you.

### 5.4. Assignment of contract

In accordance with Article R211-7 of the French Tourism Code, you are entitled to transfer your contract to a transferee who meets the same conditions as you for taking the trip, on condition that the contract had not been performed. You must inform Mont Blanc Experience of your decision at the latest seven days before the start date of your trip, by any means that will produce an acknowledgement of receipt. In any event, the transferor and the transferee shall be jointly and severally liable for payment of the price of the trip.

## 6/ CANCELLATION BY MONT BLANC EXPERIENCE

### 6.1. Insufficient number of participants ("Non private Guided" trips only)

Given the specific characteristics of the trips offered by Mont Blanc Experience, a minimum number of participants per trip may be imposed. This number is then specified in the technical information sheet for the trip. In exceptional cases, we may be forced to cancel a departure if the minimum number of participants is not reached. You will be informed of such a decision at the latest:

- 20 days before the start of a trip or stay for journeys that last more than six days,
- seven days before the start of a trip or stay for journeys that last between two and six days,
- 48 hours before the start of the trip for trips lasting less than two days. You may be offered an alternative solution. In the event that the proposed alternatives are not suitable for you, your payments will be refunded in full, without any other compensation. All costs incurred by you remain at your own expense (including purchase of transport tickets, hotel accommodation, travel equipment and administrative costs).

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## 6.2. Cancellation or modification of services due to exceptional and unavoidable circumstances

Mont Blanc Experience may modify the travel schedule and/or cancel the trip due to exceptional and unavoidable circumstances, and in particular for reasons related to the maintenance of traveler safety or an order from an administrative authority. In such cases, Mont Blanc Experience reserves the right to modify the dates, schedules or planned itineraries if it deems that the traveler's safety cannot be ensured, without the traveler being entitled to any compensation other than the reimbursement of the services not provided.

## 7/ SPECIAL TERMS AND CONDITIONS APPLICABLE TO "SELF GUIDED" TRIPS

### 7.1. Documents provided by Mont Blanc Experience

Before the departure date and after payment of the full price of the trip, Mont Blanc Experience will send the lead booker the following documents, on the basis of one folder per four participants:

- the travel roadbook, including a description of each day's stages with landmarks and waypoints if they exist;
- telephone numbers of useful local contacts during the trip;
- reservation forms for transfers, accommodation and luggage transport;
- the corresponding map, or digitized base map.

Paper documents will be sent to the first accommodation on the tour.

Warning: the travel roadbook is based on the latest information available at the time of writing. Nevertheless, contingencies and events beyond our control are always possible and may result in local changes during your trip.

If air travel has been booked with Mont Blanc Experience:

- for scheduled flights, we provide you with your ticket and travel documents on receipt of the schedules;
- for any airline ticket issued with your agreement, a cancellation fee equal to 100% of the ticket price is due in the event of cancellation, regardless of the date.

## 7.2. Insurance

Each traveler declares that they have been fully informed by Mont Blanc Experience of the fundamental importance of insurance cover and the absolute necessity of taking out insurance before departure. Consequently, Mont Blanc Experience cannot be held liable if one or more travelers have not taken out cancellation and/or assistance insurance or have taken out an inadequate insurance policy.

## 8/ LIABILITY

### 8.1. Professional civil liability

In accordance with the regulations of the profession, Mont Blanc Experience is insured for Professional Civil Liability with MMA – 14, boulevard Marie et Alexandre Dyon 72030 Le Mans Cedex 9.

### 8.2. Liability of Mont Blanc Experience

Mont Blanc Experience cannot be held liable for the consequences of the following events:

- Loss or theft of travel tickets.
- Failure to present the authorities and/or carriers (airline companies, etc.) with the administrative and/or health documents required to undertake the journey and/or cross borders in accordance with the information provided by Mont Blanc Experience.
- Arrival after the scheduled time for check-in and/or boarding for any journey, particularly by air. Mont Blanc Experience will not refund any travel ticket under these circumstances.
- Unpredictable or unavoidable events caused by a third party such as: wars, political unrest, strikes outside Mont Blanc Experience, riots outside Mont Blanc Experience, technical or administrative incidents outside Mont Blanc Experience, airspace congestion, bad weather, delays (including in mail dispatch services, etc.), breakdowns, loss or theft of travelers' luggage or other personal effects.
- Cancellation imposed by exceptional and unavoidable circumstances, and/or for reasons related to the maintenance of traveler safety, and/or an order from an administrative authority: in this case, Mont Blanc Experience reserves the right to modify the dates, schedules or itineraries provided for the purpose of ensuring traveler safety, which travelers accept unreservedly.

In the event of Mont Blanc Experience being held liable as a result of actions performed by service providers, the compensation limits provided for by the international conventions in accordance with Article L 211-17-IV of the French Tourism Code will apply. Except in the event of bodily injury, the maximum financial liability of Mont Blanc Experience will be limited to three times the total cost of the journey.

Please note that the person making the booking in the name and on behalf of all the participants in the trip undertakes to provide each traveler with the information provided by Mont Blanc Experience regarding the trip such that Mont Blanc Experience may not be held liable for any error or omission in the supply of such information.

## 8.3. Risks incurred

We remind you that Mont Blanc Experience organizes sports trips, in natural terrain described as "adventure" trips, which may therefore be more or less distant from the assistance facilities and in regions that are difficult to access.

Every traveler must comply with the advice given in the technical information sheets and by the tour leader, or in the travel roadbook. Every traveler should be aware that he or she may run risks of any kind due to local conditions (poor condition of roads and means of communication, distance from medical centers, political or health situation, etc.). He or she assumes these risks with full knowledge of the facts. Similarly, Mont Blanc Experience cannot be held liable for the individual recklessness of one or more travelers, Mont Blanc

Experience reserving the right to exclude, at any time, one or more travelers whose behavior would endanger the safety of the group or its well-being, without any compensation being due to the traveler.

## 8.4. Special conditions applicable to "Self Guided" trips

In most cases, the tour is carried out without a Tour leader and, as such, under the full responsibility of each traveler.

- In particular, each traveler must:
- be able to locate themselves on a map using orientation equipment (compass, GPS);
  - find their way using any waypoints, indications from the travel documentation and maps made available to them;
  - choose a departure time suitable for the duration of the stages and the walking pace of each traveler, leaving a wide safety margin;
  - get daily information on both weather conditions and safety conditions;
  - arrive on the dates scheduled at the accommodation indicated in the program;
  - take with them the equipment necessary to complete the program (the equipment described by Mont Blanc Experience is a recommended minimum);
  - be in possession of the insurance and assistance policies taken out, as well as the necessary administrative and police documents (visa, passport, etc.);
  - be familiar with basic first aid.

In the event of any problems that might prevent the planned program from going ahead, we invite you to contact the Mont Blanc Experience representative, whose contact details are provided in the travel documentation. Travelers are advised to have a mobile phone that can be used from the country concerned. Any change to the program instigated by one or more traveler(s) is carried out under their own responsibility and at their own expense.

Accordingly, since the tour is carried out without a tour leader, Mont Blanc Experience cannot be held liable, in particular:

- in the event of non-compliance with one of the above recommendations by one or more traveler(s);
- in the event of an itinerary error by the traveler(s), fault and/or personal recklessness of the traveler(s);
- in the event of an incident or accident occurring during the trip that is not attributable to Mont Blanc Experience.

## 9/ TERMS AND CONDITIONS OF TRANSPORT

### 9.1. Identity of the carrier

The identity of the carrier(s) likely to provide your transport during your trip is shown in the description of the trip (web page) or the technical information sheet for the trip. If any changes are made after you have booked, Mont Blanc Experience hereby undertakes to inform you by any means as soon as it learns of any changes in the identity of the carriers, particularly airline companies. In accordance with our obligations, we hereby inform you that the European list of banned airlines may be viewed at [https://ec.europa.eu/transport/modes/air/safety/air-ban\\_en](https://ec.europa.eu/transport/modes/air/safety/air-ban_en).

### 9.2. Changes to transport schedules

For air travel we hereby notify you that timetables may change at any time up to the departure date of your trip according to the traffic authorizations issued to the companies by the competent authorities. In order to avoid any risk of confusion we will send you the schedules as soon as they have been confirmed by the airline company. Stopover times are determined by the airlines according to their flight plans and may be modified for regulatory reasons and circumstances outside the carrier's control; this does not constitute a reason for cancellation without charge. Any flight can leave at any time of the day and may involve arriving at the airport a few hours before the start of the day, up to a maximum of three hours before.

### 9.3. Changes of itinerary, station, port and/or airport

Any carrier may have to modify, without notice, its timetables or itinerary as well as the departure and arrival stations, ports and/or airports, in particular due to technical incidents, climatic or political events or strikes external to Mont Blanc Experience. Such events may result in delays, cancellations or additional stopovers, changes of aircraft or itinerary, for air transport, all travelers holding a boarding pass remain under the protection and assistance of the airline company.

### 9.4. Non-use of travel services

If the transport services booked are not used for reasons attributable to the traveler, for any reason external to Mont Blanc Experience, the carrier will cancel the single and/or return ticket for said journey. In order to reach their destination, the traveler must therefore purchase one or more travel tickets at their own expense. For airline tickets, the boarding taxes for the unused tickets will be refunded on request (Article L 224-65 of the French Consumer Code).

### 9.5. Delay / Cancellation of travel services

In the event of a delay in the outward or homeward journey and/or damage to or loss of baggage, refusal of boarding and/or cancellation of a flight by the airline company, we advise travelers, in order to exercise their rights, to retain all original documents (tickets, boarding passes, luggage labels, etc.) and ask the carrier for any written documentary evidence.

In the event that the traveler(s) decide(s) to cancel the trip due to the above-mentioned changes, even though they do not affect one of the essential elements of the trip, they will be charged the cancellation fees referred to in Article 5.1 above.

### 9.6. Luggage

Each traveler is required to keep fragile and precious objects (glasses, electronic devices, documents, etc.) with them at all times and under their responsibility. Each traveler must ensure that their luggage is present when arranging transfers.

## 9.6.1. AIR TRAVEL

The airline is solely responsible for any damage, theft, loss or delay of the luggage entrusted to it. You must report any incident to the carrier as soon as possible. The Montreal and Warsaw international conventions define the compensation due by the air carrier in the event of loss or damage to baggage.

## 9.6.2. LAND TRAVEL

During the trip, luggage may also be carried by rudimentary roads and must be suitable for these conditions.

If the trip includes private road transport (minibus or car), the traveler's luggage entrusted to Mont Blanc Experience must not contain any goods that do not comply with the customs regulations in force in France. In this respect, the traveler acknowledges having read the list of prohibited goods or goods subject to special formalities available on the website: <https://www.douane.gouv.fr/tiche/objets-personnels-et-justificatifs-residents-de-lunion-europeenne> as well as the exemptions applicable to certain goods (tobacco, alcohol, etc.). Mont Blanc Experience cannot under any circumstances be held liable for any failure by the traveler to comply with customs regulations.

In the event of loss of or damage to luggage attributable to Mont Blanc Experience, the amount of compensation may not exceed €1,200 per piece of luggage and the traveler will be reimbursed on presentation of the appropriate supporting documents (invoices). If necessary, a dilapidation rate may be applied by Mont Blanc Experience and/or the insurer.

Mont Blanc Experience may be released from all or part of its liability if the loss of or damage to the luggage is attributable to the act of a third party not associated with the transport provided and/or to the fault of the traveler.

## 9.7. Transportation prior to departure and on return from the trip

For travelers who organize their own pre- and post-trip services (transport, hotel, etc.) to the starting point of the trip and back to their home address after the trip, Mont Blanc Experience recommends that they buy services (travel tickets, etc.) that can be modified at no cost and/or that can be refunded and that they allow for reasonable transfer times between airports/stations.

In the event of an unforeseeable or unavoidable event attributable to a third party or the traveler, which would modify the travel services booked with Mont Blanc Experience and/or would imply a change to the services reserved by the traveler(s) (not included in your trip), Mont Blanc Experience cannot be held liable for the costs incurred.

## 10/ PERSONAL DATA

The information you provide to us is recorded in a computer file by Mont Blanc Experience, trademark of SAS Allibert Guides de Haute Montagne registered with the RCS in Grenoble under number 340 110 311, whose registered office is located at rue de Longifan 38530 Chapeirellan, in its capacity as data controller. Certain information must be provided to Mont Blanc Experience apply for a trip; this is marked with an asterisk. Unless this information is provided, unfortunately your requests cannot be processed. The other information requested is optional. Processing of your personal data is necessary to enable us to offer services under a contract for the purpose of taking a trip. The personal information collected is used to allow you to access all the information relating to your trips or trip requests, responding to your requests, for example by providing quotes and travel services, to offer you similar services or trips that are likely to interest you, to compile statistics, to sign you up for newsletters on request and, provided you agree, to provide you with information about Mont Blanc Experience and its partners (new offers, products and services, canvassing and customized offers). We hereby inform you that in order to fulfil your order for travel services your data will be sent to companies affiliated to our Group and partners of Mont Blanc Experience, providers of the services booked such as hotels and travel companies or technical service providers such as IT, accommodation, e-mail distribution, on-line payment services, etc. which may be located outside the European Union. Our affiliated companies and/or partners undertake to use your personal data only for the performance of certain tasks that are essential your trip and with strict respect for your rights regarding the protection of personal data, in compliance with the legislation in force. Mont Blanc Experience undertakes not to transfer or sell personal data about you to third parties who are not our partners.

Your data will be retained for the duration of our contractual relationship and for the time necessary to meet legal or regulatory obligations.

In accordance with the French Data Protection Act No. 78-17 dated 6 January 1978, as amended, you have the right to access, object to (particularly the sending of marketing mail-shots), rectify, limit and delete as well as a right to portability in respect of your personal data. You also have a right to state your instructions regarding what happens to your personal data after your death. You may exercise these rights by writing to the following address: Mont Blanc Experience - Customer Care Service - ZA de Longifan, 38530 Chapeirellan.

Mont Blanc Experience has appointed a Data Protection Officer, whose contact details are: Mont Blanc Experience - Service du Délégué à la Protection des Données, ZA de Longifan, rue de Longifan 38530 Chapeirellan - [dpd@montblanc-experience.com](mailto:dpd@montblanc-experience.com).

You have the right to file a complaint with the French Data Protection Authority (CNIL) if you consider that we have breached the regulations applicable to personal data.

For more information on how we collect and process your personal data, please consult our confidentiality and cookies policy, which can be accessed on the Site, on the "Confidentiality and Cookies" page.

## 11/ COMPLAINTS

### 11.1. During the trip

Please contact Mont Blanc Experience if you are aware of any irregularity in the performance of the services included in your trip, by telephoning the emergency number that appears on the documents provided by Mont Blanc Experience. In the event of a complaint, any failure by you to notify us of any irregularity in the performance of the services included in your trip which could have financial consequences will be taken into consideration.

## 11.2. After your trip

Any traveler may submit a complaint about the conditions under which the services included in a trip were provided. Complaints must be in writing, accompanied by documentary evidence, and sent to Mont Blanc Experience, ZA de Longifan, 38530 Chapeirellan, as soon as possible after the return date of the trip. If, after referring the matter to our Customer Service department, the traveler has not received a satisfactory response within a maximum of 60 days, they may contact the Travel and Tourism Mediation Service, whose contact details are shown below: MTV Médiation Tourisme Voyage - BP 80 303 - 75 823 Paris Cedex 17. All the procedures for referral are also available on the website: [www.mtv.travel](http://www.mtv.travel).

## 12/ CHANGES TO THE TERMS AND CONDITIONS OF SALE

Mont Blanc Experience reserves the right to modify or update these terms and conditions of sale at any time, without notice. The current version is posted on the Site. The version of the terms and conditions of sale applicable to the booking of the trip is the one in force on the day of the booking.

## 13/ TRAVELER'S RIGHTS

The combination of travel services you are offered is a package as defined by Directive (EU) 2015/2302 and Article L211-2 II of the French Tourism Code.

You therefore enjoy all the rights granted by the European Union applicable to packages as transposed into the French Tourism Code. Mont Blanc Experience will be fully responsible for the proper execution of the package as a whole.

In addition, as required by law, Mont Blanc Experience holds insurance cover to refund your payments and, if transport is included in the package, to repatriate you in the event of it being declared insolvent.

For more information on the essential rights under Directive (EU) 2015/2302, please read <https://eur-lex.europa.eu/eli/dir/2015/2302/gj>

## 14/ APPLICABLE LAW & JURISDICTION

French law provides the travelers with the highest level of protection in European Union.

Therefore, Mont Blanc Experience terms and conditions of sale are governed by French law, which will apply exclusively to our contract and to any dispute, claim or other matter of any description which arises between us.

As such, in case of any claim (and whether or not involving any personal injury) express jurisdictional authority is assigned to the competent French Courts in the jurisdiction of Mont Blanc Experience head office.

## TERMS AND CONDITIONS OF SALE UPDATED ON JANUARY 22TH 2021



**MONT BLANC**  
EXPERIENCE

MONT BLANC EXPERIENCE,  
Trademark of SAS Allibert Guides de Haute Montagne with capital of €618,000  
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