

PURCHASE AGREEMENT CONDITIONS OF USE

General Conditions

- 1. No season pass will be issued until it has been paid for in full.
- 2. In the event of loss or theft, the subscriber must immediately notify Vallée Bleue. A payment of \$5 + taxes will be required for any lost or forgotten card. Non-refundable if your card is found. L'accès aux pistes et à la station est strictement interdit en dehors des heures d'ouverture.
- 3. Access to the slopes and ski station is strictly forbidden outside opening hours.
- 4. Vallée Bleue reserves the right to close due to inclement weather.
- 5. In return for payment of the cost of the season pass, and for the subscriber's undertaking to comply fully with all regulations and safety instructions in force on the site, Vallée Bleue undertakes to authorize the subscriber to use the ski lifts and to access the non-prohibited areas of the site.
- 6. Should the subscriber fail to do so, the privileges granted will be terminated and the season pass automatically confiscated without further notice or reimbursement.
- 7. Season passes are non-transferable and non-refundable after the date stipulated in our Ski Guarantee.
- 8. The signatory agrees to abide by the rules and safety regulations in force at Vallée Bleue.
- 9. Subscribers benefit from certain privileges, including the Ski Guarantee. These privileges are granted for the current season and are determined in the fall for certain advantages.
- 10. An administrative fee of \$25 + taxes per person will be applied to process either a credit or a refund that has been authorized. If the value of the refund is less than \$25, no refund will be applied.
- 11. The number and choice of ski lifts to be in operation will be determined exclusively by management.

 Management reserves the right to open or close slopes or lifts based on, among other things, weather, snow conditions or ridership.

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SKI GUARANTEE AND REFUND POLICY

The member is entitled to a credit or a full refund of a season pass or the deferral of his 2024-2025 season pass to the 2025-2026 season without justification if:

- 1. The holder has not used his or her membership before November 15, 2024. In the event that a new passholder has used his or her pass during the spring period between March 8 and the end of the 2024 season, a deduction of \$100 will be applied.
- 2. The request must be submitted no later than November 15, 2024.
- 3. The request must be made via info@valleebleue.com
- 4. For authorized refunds*, percentages will be applied as follows:
 - Before November 15, 2024: 100%.
 - Between November 15 and December 25, 2024: 80%.
 - Between December 26 and January 15, 2025: 30% unless there have been more than 10 visits, in which case no refund will be made.
 - After January 15, 2025: No refund
 - * In the case of an authorized refund, an administration fee of \$25 +tx will apply, plus a credit card transaction fee of 6% on the total amount. In the case of a station credit refund, only the administrative fee of \$25 + tx will be applied.

Various conditions relating to claims

No refunds will be given in the following situations:

- -Snow shortage, delayed opening or early closing of the resort due to weather conditions
- -Weather-related closure of the ski station for one or more days
- -Closure of ski lifts or slopes

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COVID-19 / GOVERNMENT MEASURES

After November 15, 2024, no refunds related to government health measures will be accepted, even if the measures change during the season.

The subscriber agrees to abide by the rules implemented by the company in connection with the risks associated with Covid-19.

USE OF THE SEASON PASS

- 1. Members must carry their season pass with them at all times to gain access to the gates. It must be kept in a pocket on the left-hand side, away from cell phones, bank cards and other RFID cards (cards from another station).
- 2. Any attempt at fraud will result in immediate cancellation of the season pass.
- 3. Season passes may not be lent, sold or reproduced.

LOST OR FORGOTTEN SEASON PASS

In the event of loss or theft, the subscriber must immediately notify the station. A \$5 + tax fee will be charged for lost or forgotten season passes. Non-refundable if your card is found.

COURTEOUS AND RESPECTFUL ATTITUDE

Inappropriate behavior, offensive language or lack of respect towards others (staff or other customers) may result in a warning. In the event of repeated or serious behavior, the season pass may be confiscated without refund or notice. We are committed to maintaining a safe and pleasant environment for all.

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FAMILY SUBSCRIPTION

- 1. By subscribing to a family membership, the signatory undertakes to communicate all the terms and conditions of the membership, as well as the obligations incumbent on each member of the family, and to ensure that they are respected.
- 2. The signatory undertakes to respect and ensure that the subscriber's family members respect the Mountain Code of Conduct in effect at the ski station.
- 3. The signatory acknowledges the specific right of the station to terminate and confiscate any or all season passes issued hereunder in the event of non-compliance with the conditions stipulated.
- 4. All season passes issued are subject to the terms and conditions of this contract and may be revoked without refund upon simple request by the Vallée Bleue.

FAMILY/IMMEDIATE FAMILY

- 1. For the purpose of issuing a season pass, the family or immediate family consists of the father, mother, legitimate or adopted child(ren) of one or both parents, always dependent on one or both parents.
- 2. Members of the family or immediate family reside at the same address as the applicant, with proof of residence (official identification).
- 3. For pricing purposes, a member's age is determined on December 1 of the year in which the pass is purchased.

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PHOTO TAKING

I grant Vallée Bleue Ski Resort and its representatives and subcontractors the right to take, modify, distort, retouch, use, publish, display, distribute, sell or otherwise exploit photos or videos of me or my children and family members for compilations, publications, catalogs, posters, banners, websites, product or service advertising, newspaper articles or any other commercial purpose.

I assign all my rights to these photos, including the right to review and approve their use. I also acknowledge that I will receive no additional compensation, regardless of how my images and name are used.

IF YOU DO NOT CONSENT TO HAVING YOUR PHOTO TAKEN, IT IS YOUR RESPONSIBILITY TO NOTIFY CUSTOMER SERVICE SO THAT WE CAN PUT A NOTE ON YOUR FILE..

IT IS ALSO YOUR RESPONSIBILITY TO NOTIFY THE PHOTOGRAPHER THAT YOU DO NOT CONSENT TO THE PHOTO SHOOT AND TO WITHDRAW.

MOUNTAIN CODE OF CONDUCT

The subscriber (participant, guest) agrees to abide by the Mountain Code of Conduct. Code adopted by virtue of the Sport Safety Act. This code applies to everyone who practices a sliding sport.

- 1. Stay in control of your speed and direction. Make sure you can stop and avoid any person or obstacle.
- 2. Give way to people further down the slope, and steer in a direction that ensures their safety.
- 3. Stop on a runway only if you can be seen by those above and you are not obstructing the runway.
- 4. Yield the right-of-way to people above you when entering a runway, and at intersections.
- 5. If you are involved in or witness an accident, stay at the scene and identify yourself to a first-aider.
- 6. Use and wear an appropriate equipment retention system at all times.
- 7. Do not use the lifts or trails if you are under the influence of drugs or alcohol.
- 8. Obey all signs and warnings, and never venture off-trails or onto closed slopes

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RECOGNIZING THE RISKS

For a safe and rewarding experience, you must respect the Mountain Code of Conduct at all times and show courtesy to guests and staff.

You must respect all other rules and signs posted or otherwise indicated by Vallée Bleue. Be vigilant and respect the code. It's your responsibility!

The subscriber (or participant) acknowledges that the practice of a sliding sport involves inherent risks of which he or she must be aware, accept the risks and assume full responsibility for any material damage or bodily injury resulting from said risks.

Among others, and without limitation, the following elements constitute risks inherent to the practice of a sliding sport:

- changing weather conditions;
- 2. changes in slope steepness;
- the presence of natural obstacles and mountain conditions. Any natural condition of the mountain, such as the presence of pits, crevasses and streams, the presence of rocks, of soil, spaces not covered by snow, the presence of trees, tree regrowth, natural shrubs and stumps, as well as any other natural obstacle;
- 4. the presence of ice and ice pellets;
- 5. any change in skiable surface conditions;
- 6. any collision with another skier or person;
- 7. the presence of pylons, poles and other structures used in the operation of the station, as well as collisions with these elements:
- 8. use of ski lifts;
- 9. the presence of mobile runway maintenance equipment for emergency vehicles, as well as snowmaking equipment.
- 10. The subscriber further assumes full responsibility for any damage of any kind resulting from non-compliance with the regulations and safety instructions in force and releases and exonerates Vallée Bleue for any damage related to such non-compliance.

The contract giving rise to this ticket (or this contract, rental contract) is subject to the laws in force in Quebec.

The holder of this bill as well as the issuer (or the parties) agree to elect domicile in the judicial district of Terrebonne, Quebec and choose it as the forum for any claim whatsoever arising from the contract under which this bill was issued.

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