

# GENERAL TERMS AND CONDITIONS OF USE FOR “MEILLEUR PRIX GARANTI”

## ARTICLE 1. SCOPE OF “MEILLEUR PRIX GARANTI”

### 1. Object

The purpose of these General Conditions of Use is to define the contractual relationship between customers who have made a booking with PV (hereinafter referred to as the “**Customer**”), and the PV DISTRIBUTION company (hereinafter referred to as “**PV**”) concerning the application and use of “Meilleur Prix Garanti”, by PV DISTRIBUTION, a public limited company with capital of 6,055,935 euros, whose registered office is located at l’Artois, Espace Pont de Flandre – 11, rue de Cambrai 75947 Paris cedex 19, registered in the Paris Trade Register under no. 314 283 326 – Registered as a travel and holiday operator under no. IM075110024 - Financial guarantee: APST. - Professional R.C. : RSA.

“Meilleur Prix Garanti” (“Guaranteed Best Price”) is a guarantee offered by PV which ensures that the Customer pays the lowest price for their booking by booking directly with PV: if the Customer finds an equivalent offer at a lower price on a third-party booking channel, PV will adjust its rate accordingly under the conditions set out below.

### 1.1. Terms of application of “Meilleur Prix Garanti” for a booking made directly with Pierre & Vacances

To be eligible for “Meilleur Prix Garanti”, the following conditions must be met:

- Have booked directly on the PV website (accessible via the following address: [pierreetvacances.com](http://pierreetvacances.com)). (Hereinafter referred to as the “**Site**”) or from the call centre (**0892 702 180 €0.25 incl. VAT / min + price of a local call**).
- Have received a confirmation number.
- Have found on a third-party site, within 24 hours of confirmation of the Customer's booking and no later than 48 hours before the planned date of arrival, an available price lower than that at which the Customer had made a booking with PV, it being understood that solely the price applicable to the accommodation offer is taken into consideration for the application of “Meilleur Prix Garanti”, satisfying the following conditions:
  - an equivalent offer (same establishment, same dates, same duration, same price, cancellation and modification terms (same type of offer));
  - same prepayment arrangements and deposit requirements, same type of accommodation (identical category, size, view or pitch);
  - same number of people.

For information purposes, the price paid to PV corresponds to the total value of the stay including all taxes (excluding tourist tax).

“Meilleur Prix Garanti” applies to an eligible booking for the accommodation mentioned in article 2 hereof. (Hereinafter referred to as the “**Eligible Booking**”).

## 1.2. Cases excluded from the application of “Meilleur Prix Garanti”

“Meilleur Prix Garanti” does not apply to the following rates:

- Group rates.
- Business rates.
- Seminar rates.
- Special promotional offers.
- Member rates or subscriber programmes.
- Rates for PV partners and employees.
- Rates with no online booking system.
- Prices applicable to package holidays (transport and accommodation).

## ARTICLE 2. ESTABLISHMENTS COVERED BY THE APPLICATION OF “MEILLEUR PRIX GARANTI”

The accommodation covered by “Meilleur Prix Garanti” is as follows:

- All PV hotels .
- All PV villages.
- All PV residences and premium residences.

The Customer’s attention is expressly drawn to the fact that residences displayed with a blue-grey “Partner” box on the Site are excluded from the scope of “Meilleur Prix Garanti”.

## ARTICLE 3. REQUEST PROCEDURES AND MANAGEMENT

In order to benefit from “Meilleur Prix Garanti”, the conditions set out in article 1 hereof must first be met, and it must be ensured that the request relates to an Eligible Booking within the meaning of article 2 hereof.

If all the cumulative conditions are met, the Customer may then proceed as follows:

- The Customer must contact our customer service department, by telephone only **(0870 0267 145 (Mainland UK) / +33 (0)1 73 01 85 66 (International)** open Monday to Friday from 09:00 to 20:00, Saturday from 09:00 to 19:00 and public holidays from 09:00 to 17:00.

- The Customer must be able to present one or more screenshots by sending them to the e-mail address given at the time of the call, displaying (a) the date of the screenshot(s), (b) the lower price found via the third-party booking channel, and (c) the associated terms and conditions of sale.

- The screenshot must clearly display the date of stay, the name of the accommodation, the conditions of sale, the type of accommodation chosen and the prices offered on the third-party booking channel.

- The Customer must be able to present any other relevant documents in support of the request, as requested by our agents.

- Applications must be submitted within 24 hours of confirmation of the

Eligible Booking. In order to meet these deadlines, Customers must refer to the times and dates mentioned in their booking confirmation e-mail.

A check will be carried out by PV Customer Services. PV reserves the right to decline the Customer's request if it does not satisfy all the cumulative conditions mentioned in articles 1, 2 and 3 of these terms and conditions.

In the event of refusal, Customer Services will inform the Customer of the reasons for the refusal. Where applicable, the Customer may cancel their booking in accordance with PV's general terms and conditions of sale and the cancellation terms specified in their booking confirmation e-mail.

#### **ARTICLE 4. PROCEDURE IF THE REQUEST IS APPROVED**

If the Customer's request is approved by the PV customer service department, a confirmation e-mail will be sent to the e-mail address supplied by the Customer when making the booking. In this case, the booking will be adjusted to the new applicable rate.

##### **4.1. Procedure for fully paid-up bookings**

If the Customer has already made the payment, PV will refund the difference, within fifteen (15) calendar days, by bank transfer to the bank card used by the Customer at the time of booking. In this respect, no refund will be made to a third party to the contract.

##### **4.2. Procedure for partially paid-up bookings (e.g. payment on account)**

For bookings for which a deposit has been paid, the booking will be adjusted to the new applicable rate by reducing the outstanding balance. A new confirmation e-mail will be sent to the Customer with the new price applicable to their booking.

#### **ARTICLE 5. TERMS OF APPLICATION OF "MEILLEUR PRIX GARANTI" IN RELATION TO THE BOOKING CURRENCY AND EXCHANGE RATE FLUCTUATIONS**

"Meilleur Prix Garanti" applies only to the same currency as that used at the time of booking via the Site.

When applying "Meilleur Prix Garanti", PV excludes any consideration of price variations resulting from currency fluctuations and/or differences linked to exchange rates.

#### **ARTICLE 6. RESPONSIBILITY**

Given that PV has no control over the booking channels of third parties, PV declines all responsibility for expenses that may arise following the cancellation of a booking made via such a channel.

Similarly, PV declines all responsibility in the event of litigation on the part of the Customer.

## **ARTICLE 7. PROCESSING OF PERSONAL DATA**

PV, in its capacity as data controller, processes personal data for the establishment and fulfilment of the contract or pre-contractual measures at the request of the Customer, for other purposes with the prior consent of the Customer, in respect of the need to satisfy the legitimate interests of the entities concerned.

### **7.1. End goals**

- (i) As part of the fulfilment of the contract or the application of pre-contractual measures at the request of the data subject, this data is collected and processed for the purposes of managing the Customer's stay (including booking, monitoring, payment, invoicing, satisfaction assessment and information):
- (ii) With the Customer's consent, his or her personal data is collected and processed for the purposes of sending information about our products, offering additional services and promotional offers, and running competitions.
- (iii) (iii) With regard to legitimate interest, personal data is processed to enable us to ensure the continuity of service and the sustainability of the business.
- (iv) in order to comply with legal obligations, data is collected and processed for the purposes of securing payment transactions by determining the level of fraud risk associated with each transaction, and more generally, in order to comply with any applicable legislation.

### **7.2. Data processed**

Mandatory information is indicated by an asterisk.

The information specified as obligatory governs (i) subscription to, and fulfilment of, the contract entered into between the Customer and PV or (ii) the provision of personalised information with a view to preparing any future contract. Failure to provide optional information will not affect the delivery of promised services or responses to requests for information, although it may limit their relevance.

### **7.3. Recipient of the collected data**

The data collected is for the use of PV, in its capacity as data controller, and also for the use of the entity responsible for delivering the subscribed service and any possible subcontractor or recipient, where applicable, including the entities of the Center Parcs Business Line or GIE PV-CP Services Holding for the management of accounting data, IT databases and the Call Centre

Data may also be transferred to partners in cases where this is necessary for the fulfilment of the contract.

### **7.4. Transfer of data to other countries**

In order to manage the contractual relationship, data may be transferred to countries which, from the European Union's point of view, do not provide an equivalent level of data protection. In this case, the appropriate guarantees provided for by the European Regulation, such as the European Commission's Standard Contractual Clauses, will be provided. Transfers are also possible within the framework of a legal obligation or a booking for a destination located outside the European Union, to the local entity of the Pierre & Vacances Center Parcs Group, or its partner, managing the destination site for the purposes of

managing the Customer's stay on site.

### **7.5. Security**

Pierre & Vacances Center Parcs Group entities and subcontractors implement technical and organisational measures to ensure data security and protection.

### **7.6. Retention periods**

The Pierre & Vacances Center Parcs Group entity(ies) involved in the processing retain(s) personal data in a secure environment for as long as is necessary to take pre-contractual measures or to fulfil the contract, and then archives it in accordance with the legal provisions in force. Data relating to canvassing operations is deleted within the legal time limit after the service has been provided or the Customer's consent has been obtained, as applicable.

For more information on PV's data protection policy and the processing of Customer data, please see our website [www.pierreetvacances.com](http://www.pierreetvacances.com) or request an electronic version by email.

### **7.7. Personal rights**

Individuals whose personal data is processed have the right to:

- access the Customer's personal data;
- rectify and delete (right to be forgotten) said data, limit the processing of the Customer's personal data, and object to the processing;
- data portability;
- for reasons relating to the Customer's particular situation, he or she may object to the processing of his or her data;
- withdraw consent to the use of optional data or processing at any time;
- give instructions relating to the retention, deletion and sharing of the Customer's personal data after his/her death and object to telephone canvassing by registering with the "BLOCTEL" telephone prospecting blacklist;
- lodge a complaint with the CNIL data protection authority, or the Supervisory Authority in the Customer's place of residence.

The Customer can make a request via the online area: <https://www.pierreetvacances.com/reclamation>, or by sending a recorded-delivery letter to Groupe Pierre & Vacances Center Parcs – Service Relations Client, APS

11, rue de Cambrai - 75947 Paris cedex 19. Valid proof of identity may be required.

For more information on PV's data protection policy and how we handle your data, please see our website [www.pierreetvacances.com](http://www.pierreetvacances.com) or request an electronic version by email.

## **ARTICLE 8. AMENDMENTS TO THESE GENERAL TERMS AND CONDITIONS OF USE**

PV reserves the right to modify these general conditions of use at any time. The amended general terms and conditions of use will take effect on the date on which they are posted online on the Site, and will apply to all requests made from that date onwards.

PV recommends that Customers read these general conditions of use carefully before each request, as they may have been modified.

PV also reserves the right to terminate the “Meilleur Prix Garanti” offer at any time, it being understood that requests submitted before the termination of “Meilleur Prix Garanti” will be processed by PV according to the terms in force at the time of the request.

In addition, for all holiday bookings, the general terms and conditions of sale of the PV company as applicable to holiday bookings apply by operation of law.

## **ARTICLE 9. ENFORCEABILITY OF THE GENERAL TERMS AND CONDITIONS OF USE**

These general terms and conditions of use will be binding on the Customer as soon as they are accepted. To this end, when the Customer contacts our customer service department, the general terms and conditions of use will be sent to them by e-mail. The Customer must then formally accept these by sending a confirmation e-mail.

## **ARTICLE 10. ASSIGNMENT OF JURISDICTION**

These “Meilleur Prix Garanti” general conditions of use and the contractual relationship between PV and the Customer are governed by French law. Any dispute arising from the application or interpretation of the general terms and conditions of sale and use of “Meilleur Prix Garanti” is subject to the jurisdiction of the courts of Paris, without prejudice to the provisions of public jurisdiction for the benefit of consumers.

The Customer is informed that the European Commission has set up a platform for amicable online consumer dispute resolution (ODR) (accessible via this address: <https://ec.europa.eu/consumers/odr/>).

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