

GENERAL CONDITIONS OF USE

—

Pierre & Vacances My Account

1. PURPOSE

The present General Terms and Conditions of Use (hereinafter the “GTCU”) for the “My Account” portal (hereinafter “My Account”) are intended to govern the creation, access and features (hereinafter “Services” or “Web Services”) and the terms of use for My Account.

By choosing to access My Account, you declare having read the present GTCU, understanding their significance, and fully accepting and agreeing to comply with them.

The present GTCU constitute an agreement between PV-CP DISTRIBUTION, located at L’Artois, Espace Pont de Flandres, 11 rue de Cambrai, 75947 Paris Cedex 19, France – in the Paris Trade and Companies Register (RCS) under no. 314 283 326, and yourself.

If you refuse to be bound by the terms herein, you may not access My Account and all its features.

2. USING THE WEBSITE

The My Account Website is made available free of charge (excluding internet connection charges and computer equipment costs) for your personal use, subject to compliance with the conditions set-out herein. Your use of the site implies your full and complete acceptance of these Conditions of Use.

By the My Account Website, we refer to: www.pierreetvacances.com/fr-fr/myaccount, www.pierreetvacances.com/de-de/myaccount, www.pierreetvacances.com/es-es/myaccount, www.pierreetvacances.com/nl-nl/myaccount, www.pierreetvacances.com/it-it/myaccount, www.pierreetvacances.com/gb-en/myaccount (hereinafter referred to as the “Website”).

You may only use this Website if you are over 18 years old and are able to sign legally binding contracts (use of this Website by minors is prohibited). You shall be held financially responsible for all personal use of the Website.

You may only use the Website to make purchases, manage your bookings and finalise the payment of your bookings and all other actions described herein, for legitimate purposes. The Website is intended specifically for the reservation of services ancillary to accommodation and no use or diversion of purpose is authorised, particularly for purposes contrary to individual rights or accepted standards of proper behaviour and public order, or that are likely to harm or threaten the safety of individuals.

In the event of failure to respect these principles, we reserve the right, at any time and without notice, to restrict or prohibit access to all or part of the Website and to do so without prejudice to any damages. Any incomplete or incorrect data may also be subject to deletion at any time.

3. ONLINE BOOKING

If you use the online booking service established on the Website, please ensure that you are aware of our [General and Specific Terms and Conditions of Sale](#).

Through our intermediary, you may receive offers from partner companies, or be directly notified of these offers by PV-CP Distribution, acting as much in its name and on its behalf as on behalf of any company or group of companies for which Pierre & Vacances SA or its proxies, directly or indirectly, hold or will hold at least 50% of capital and/or of voting rights under the terms of the provisions of article L. 233-1 of the French Code of Commerce, as well as any company or group of companies in which Pierre & Vacances SA or its proxies directly or indirectly hold shares in capital under the terms of L. 233-2 and L. 233-3 of the French Code of Commerce, provided that they benefit from the services rendered by the service providers for the execution of this contract (hereinafter referred to as the "PIERRE & VACANCES-CENTER PARCS Group").

4. ACCESS TO SERVICES

In order to benefit from all the Services, you acknowledge having the necessary equipment and internet connection to access the internet. The corresponding fees remain exclusively at your charge.

Access and use of Services provided by PIERRE & VACANCES-CENTER PARCS Group entities may require additional information. Some information, indicated by an asterisk, is mandatory. Failure to provide this information will lead to your request not being taken into account.

Some Services may also be subject to additional conditions indicated upon subscription.

You are solely responsible for the information and content that you communicate via our services and you guarantee their veracity and ensure that they are up-to-date.

5. WEB SERVICE CONTENT

Web Services include, among other Services, My Account.

5.1. "My Account" Customer Portal

Access to this Service is exclusively reserved for registered users. A valid email address is required in order to access the Service.

To create your account, you must first complete the account creation form, by filling in your email address.

Reception of the account creation form is confirmed by the sending of an email to the address indicated in said form. A link will then be provided, enabling you to choose a password.

The link remains valid for 48 hours, if you do not click on the link within this given period, you will need to make a new request.

Once your password has been registered, your account will be created.

The email address given in the account creation form and your password comprise your login details that will enable access to your My Account portal at each connection.

Upon creation of your account, you will be asked to complete your profile by filling in, at the very least, the following details:

- Your surname, first name and title *
- Your postcode and town *
- Your preferred language
- Your date of birth *

Details followed by an asterisk (*) are mandatory.

You may also decide to further personalise your account by completing the following details:

- Your full address *
- Your telephone number *
- Your family status (number of children)

In the event that the email address provided is associated with a previous booking, some of your personal details may already be filled in.

Other additional details may be requested in order for you to access and use certain specific Services available via My Account.

5.2. My Account Portal

The account is open to all users who are 18 years old and above.

In general, signing up for an account without a booking will grant you access to the following Services:

- Customisation of your account by completing your profile, especially in order to receive more personalised information and offers;
- Modification, addition or deletion of personal data in order to update your profile and benefit from the most suitable services;
- Management and follow-up of your subscriptions to newsletters and commercial offers from various entities of the PIERRE & VACANCES-CENTER PARCS Group.

For clients having already made a booking and subject to the provision upon sign-up of the reservation number for the last booking made, once connected with your login details, access to the account enables you to manage the following services:

- Access to practical information concerning your stay and your destination;
- Booking, prior to or during your stay, of services ancillary to accommodation (such as beds made on arrival, Wi-Fi access, meals, baby kit, etc.). Hereinafter "Optional Services" or "Services";
- Booking, prior to and during your stay, of sporting or leisure activities to do during your stay. Hereinafter the "Activities";
- Payment of the remaining amount of your initial booking prior to your stay;
- Access to your booking details;
- Confirmation of your options;
- Check-in prior to arrival;
- Customisation of your account;
- Visualisation of your booking history over the last three years;
- Modification, addition or deletion of personal data in order to update your profile and benefit from the most suitable services;

- Management and follow-up of your subscriptions to newsletters and commercial offers from various entities of the PIERRE & VACANCES-CENTER PARCS Group.

Data collected and handled when using a Pierre & Vacances mobile app will also be available via your customer portal on the Website.

5.3. GENERAL TERMS AND CONDITIONS OF SALE FOR OPTIONAL SERVICES

The Website enables you to add to your initial booking, one or more Optional Services prior to or during your stay. You can thus easily complete your stay by booking Optional Services, subject to availability, up to one hour before your arrival.

Under the same conditions, the Website enables you to book Activities, prior to and during your stay.

5.4. BOOKING

The booking of an Optional Service or of an Activity depends upon your having already booked a cottage. You will be able, once connected with your login, to add to your accommodation one or more Optional Service(s) and/or to book one or more Activity(ies), by going to the section “*__Add Services_____*”.

How do I book an Optional Service or an Activity prior to or during my stay?

Once in “*__Add Services_____*”:

1. Choose one of the Services or Activities on offer;
2. Click on the Service or Activity desired;
3. Fill in the required information;
4. Add to basket;
5. Choose “*CONTINUE SHOPPING*” or “*GO TO CHECKOUT*”;
6. To finalise the order, tick the box for acceptance of the General Terms and Conditions of Sale (hereinafter referred to as the “*GTCS*”);
7. Once your order has been finalised, select your method of payment;
8. Add your payment details;
9. Confirm the payment;
10. Once payment has been validated, a confirmation of payment page is displayed and a confirmation email is sent.

It is possible to book an Optional Service via the Website, once the booking for your stay has been confirmed, subject to availability.

It is possible to book an Activity via the Website prior to or during your stay up until one hour before the Activity is due to start, subject to availability.

5.4.1. PAYMENT

Payment for the Optional Service(s) and/or the supplementary Activity(ies) will be required at the time of booking via the Website. You also have the possibility of paying the balance of your booking.

Payment methods: For any booking via the Website and to pay the balance of your accommodation reservation, you can use a bank card or PayPal.

5.4.2. BOOKING CONFIRMATION

Once payment for the Optional Service(s) has been confirmed, the PIERRE & VACANCES-CENTER PARCS Group will send you an email confirming the modification of your initial booking. The PIERRE & VACANCES-CENTER PARCS Group's commitment becomes definitive once the booking confirmation is sent.

Changes to your initial booking will be visible on the Website, when you connect using your login details, on the "home page" screen, by clicking on "My Bookings" and in your personal portal.

For Activities, the Website will generate confirmation of payment, which will be sent to you via email and can also be found in the section "My Stay". This payment confirmation may be requested on site in order to participate in the Activity.

5.4.3. PRICE

Prices charged for Related Services and Activities are based on economic data available at the time they are set. Changes in applicable regulations may imply price modifications for the aforementioned Services.

5.4.4. MODIFICATIONS / CANCELLATIONS

Modifications and cancellations are not possible via the Website. Any requests must be made:

- through the booking centre on +33 (0)1 73 27 55 90, with no surcharge,
- or on site, at Village reception.

The modification and cancellation terms applicable to any Optional Services booked through the App are identical to the General Terms and Conditions of Sale (GTCS) applicable at the time of initial booking. The GTCS were made available to you and were accepted by you when you made your initial booking. They can be viewed at any time on the PIERRE & VACANCES-CENTER PARCS Group Websites.

While it is not our intention to reproduce the GTCS herein (already accepted during initial booking phase), we wish to highlight the following points:

- no modification requests will be considered if they are not submitted before the third day preceding your arrival,
- a cancellation fee may be incurred,
- failure to take up any booked or invoiced Optional Services will not give rise to any refund.

No request for modification or cancellation of booked Activities can be guaranteed. Activities booked via the Website cannot be cancelled and are non-refundable. As such, requests for modification will be dealt with on a case-by-case basis by Village reception, subject to availability and the applicable terms of third-party service providers.

6. LIMITATION OF LIABILITY AND GUARANTEE EXCLUSIONS

6.1. Website contents and services

PV-CP DISTRIBUTION is committed to carefully ensuring the veracity of information contained on the Website, and its Services, particularly concerning product specifications and prices, and to updating the Website regularly. However, inaccurate information or omissions may occur, in particular due to typos and formatting errors. If you notice any errors, you are welcome to let us know so that we can make any necessary corrections.

PV-CP DISTRIBUTION reserves the right to modify any elements of the Website at its own discretion. Within the framework of its Website updating and optimisation policy, PV-CP DISTRIBUTION can choose to modify the present conditions.

All dated information published on the site is valid only for the date given. Accordingly, PV-CP DISTRIBUTION reserves the right to end any of its offers featured on the Website without prior notice.

Furthermore, offers of information, products or services made on the Website do not constitute lobbying or soliciting on the part of PV-CP DISTRIBUTION to anyone in view of their use in geographical regions where the supply of the aforementioned information, products and services is prohibited by law.

6.2. Availability of the Website and services

PV-CP DISTRIBUTION cannot guarantee uninterrupted access to the Website or the total absence of errors. Service may be interrupted during maintenance and repair work, or following IT problems, disrupted Internet services, or any other unforeseen circumstances. Similarly, PV-CP DISTRIBUTION is not responsible for delays, difficulty of use or incompatibility between the Website and files, your browser or any other program used to access the Website.

6.3. Communication network security

In addition, we point out that the PIERRE & VACANCES-CENTER PARCS Group will not be held liable for any voluntary or involuntary interception by a third-party of any message and/or information exchanged by a User via the internet or other unsecured communication networks (and in particular due to the non-securing of domestic networks).

PV-CP DISTRIBUTION will in no way whatsoever be held responsible for any direct or indirect damage resulting from, or consecutive to, the diffusion by a third-party of a virus via the intermediary of our Website and services, and likely to infect your computer system following connection to, use of or browsing of the Website. Similarly, PV-CP DISTRIBUTION will not be held responsible for material or accessory damages (including, but not limited to, technical defects, disclosing of confidential documents, loss of data), nor for any other indirect damage whatsoever occurring upon, or linked to, a connection and/or use of the Website and/or any Service.

6.4. Confidentiality of login details and access codes

Access to and/or use of some Services is likely to be subject to an authentication procedure. The login details, made up of a username and a password, are strictly personal, non-transferable and confidential. The PIERRE & VACANCES-CENTER PARCS Group and its employees will not be held responsible for your communication of these login details to third-parties. You remain solely

responsible for the confidentiality and use of these login details, any activity regarding a service or on a site by means of your login will be deemed carried out by you.

You undertake to inform us of any fraudulent use of your login details should you become aware of such and to provide all the necessary information in order to resolve the issue or presumed wrongful act.

We reserve the right to interrupt or delete, without prior notice or formality and without giving rise to compensation for any prejudice, particularly loss of profit, activity or opportunity, any login or access to sites or services in the event of strong suspicion of improper use or misuse of your login details or suspicious activity.

The PIERRE & VACANCES-CENTER PARCS Group undertakes to rapidly inform you of events likely to breach the integrity or the confidentiality of your data and to indicate to you any information that may enable, or contribute, to resolving the situation.

7. COPYRIGHT

All content appearing on the Website belongs to PV-CP DISTRIBUTION and is protected by copyright, trademark and database protection rights as well as any other intellectual property rights.

You may retrieve and display the Website's content on a computer screen, print individual pages on paper and save these pages digitally on a disk (but not on a server or a peripheral device connected to a network) for your personal use (within your family circle) only and not for commercial use. Any reproduction, modification, copying, distribution or commercial use of all or part of the content without PV-CP DISTRIBUTION's prior written consent is strictly prohibited.

The present conditions do not grant you any licence to use the brands, logos or photographs of PV-CP DISTRIBUTION subsidiaries, including, but not limited to: PIERRE & VACANCES, CENTER PARCS, MAEVA, ADAGIO, VILLAGES NATURE PARIS, etc.

8. DATA PROTECTION

Pursuant to EU Regulation 2016/679 relative to the protection of personal data, you are entitled to request of the data handling manager, access to your personal data, and its rectification or deletion (right to be forgotten), or limitation of its use, as well as having a right to data portability.

For reasons relating to your specific situation, you may also oppose the handling of your personal data.

For data indicated as non-mandatory, which you have agreed to provide and allowed to be handled, you may withdraw your consent at any time: the withdrawal of consent does not have a retroactive effect on the legality of handling carried out on this basis, prior to said withdrawal. You have the same rights, under the same conditions, for data indicated as mandatory upon collection and for which you have authorised the handling for purposes other than the execution of the contract in which you are a party or for the execution of pre-contractual measures taken at your request. It will be handled, depending on the case, solely for the purposes of the execution of the contract or in the other cases provided for or authorised by law.

You may also have additional rights provided for by your national legislation, such as the definition of directives relative to the conservation, deletion and communication of your personal data after your death.

Concerning cold-calling, you have the right to specifically block these calls by registering yourself on the BLOCTEL list. You also have the right to oppose all commercial advertising by registering yourself on the ROBINSON list, within the limits of its scope.

To exercise your rights, you can contact customer services at the company with which you originally dealt:

- by letter addressed to the company's head office, as mentioned in the section "Legal Notice",
- by using the following form: <https://contactariane.com/>

The PIERRE & VACANCES-CENTER PARCS Group has a Data Protection Officer whom you may contact in the event of difficulty, by letter at PIERRE & VACANCES-CENTER PARCS Group, L'Artois – Espace Pont de Flandres, 9 rue de Cambrai – 75947 Paris Cedex 19 – France.

For the rapid handling of your request, please provide your surname, first name, address and client number and/or reference or reservation number. A copy of a valid identity document (ideally Identity Card, Passport, Resident's Permit, to be communicated strictly by post for security reasons) is likely to be requested of you.

You are also entitled to present a claim to the CNIL [French National Commission for IT and Civil Liberties] (www.cnil.fr) or the Supervisory Body for your place of residence.

For further information on personal data handling, please visit our page "Personal Data and Cookies: https://www.pierreetvacances.com/gb-en/cookies-and-data-protection-policy_ms?pl=footer".

9. COOKIES

9.1. Definition

When you use the Website, a permanent "cookie" (small text file) will be sent to you and stored in your mobile device's memory. The cookie is used to identify you when you access the Website, making it easier to use and customising your visit.

9.2. Specific use for mobile applications

Within the framework of mobile apps, we also collect technical information relative to your device every time you connect to the Website. This information includes your IP address, operating system used, type of browser and source website address, if there is one. We collect this information to improve the quality of your user experience when you visit our website, and we will not sell or transfer this information to third parties.

We use *GOOGLE ANALYTICS*, an online audience analysis tool that provides data and tracking services on what customers are doing on our Website. When you use the Website, we use cookies to track and collect anonymous information about your search activity. *GOOGLE ANALYTICS* helps us

improve your online experience and make our tools easier to use. It is never used to collect personal information about you, and is never linked to your user profile.

9.3. Disabling cookies

For further information on the cookies used, and on how you may oppose their use, please visit our page “Personal Data and Cookies: https://www.pierreenvacances.com/gb-en/cookies-and-data-protection-policy_ms?pl=footer”. The operation of the Website remains the same and all its features are accessible should mobile cookies be disabled.

10. HYPERTEXT LINKS

The creation of hypertext links to the website <https://my.pierreenvacances.com/gb-en/myaccount> is subject to prior written agreement from PV-CP DISTRIBUTION.

11. APPLICABLE LAW

These conditions are governed by, and interpreted according to, French law.

The GTCU are translated into six languages. In the event of problems with their interpretation or contradiction, the French GTCU represent the authoritative version.

12. GENERAL CLAUSES

Any assignation or other transfer of rights conferred by these conditions is strictly prohibited. However, PV-CP DISTRIBUTION is authorised to assign, transfer or dispose of all or part of these rights and obligations as part of the P&V GTCU to any French company over which Pierre & Vacances SA, in the Paris Trade and Companies Register (RCS) under no. 316 580 869, exercises control (the notion of control being understood as in the terms of articles L. 233-1, L. 233-2 and L. 233-3 of the French Code of Commerce), as well as following a merger, split, partial contribution of assets or the total or partial sale of its business capital, and this, notwithstanding any intellectual property right clause that would oppose it.

If, for whatever reason, a court having jurisdiction considers any one of these Conditions to be invalid, the invalidity of the condition in question will in no way affect the validity of the remaining conditions, which shall remain in effect.

Failure by either party to exercise a right or take legal action as specified in the terms of these conditions shall not be considered as renouncing a particular right or a particular action.

This Website is edited by:

PV-CP DISTRIBUTION:

A limited company with capital of €6,055,935.00,
with Registered Offices at l’Artois – Espace Pont de Flandres, 11 rue de Cambrai – 75947 Paris Cedex
19 – France,
identified in the Paris Trade and Company register under number 314 283 326,
with the travel and holiday operators’ registration number IM75110024.
Intracommunity VAT Identification Number: FR 96 314 283 326.

Financial Guarantee: APST - 15 AVENUE CARNOT, 75017 PARIS - FRANCE – RCP: RSA - 153 RUE SAINT HONORE, 75001 PARIS - FRANCE

13. CONTACT

For all enquiries, please refer to our FAQ or contact us. Please keep in mind, however, that messages you send us over the Internet can be intercepted on the network. Their confidentiality cannot be guaranteed until they have reached us.

If you wish to contact the PIERRE & VACANCES-CENTER PARCS Group for anything you may need during your stay, please call the following non-taxable number +33 (0)1 73 27 55 90. PVCP can be reached at this number from Monday to Friday from 9:00am to 8:00pm, on Saturdays from 9:00am to 7:00pm and on public holidays from 9:00am to 5:00pm.

Our on-site teams are at your disposal during your holiday to respond to your complaints, resolve any problems and enable you to enjoy your holiday to the full. Simply contact them with any requests. After your holiday, any claim should be made:

- in writing, by registered post with acknowledgement of receipt, to: PVCP - Service Relations Clientèle APS- 11, rue de Cambrai - 75947 Paris Cedex 19 - France, or

- by a request sent via the section online: <https://contactariane.com/>

within two months of the end of your holiday so that we can deal with it as quickly as possible. We invite you to send us your claims as soon as possible so that we can process your request to the best of your interests. In your letter, please specify the name of the person who booked the holiday, the booking number, the place and dates of your holiday and the type of apartment or room booked in order to facilitate the processing of your claim. Please also enclose all documentary evidence to enable us to process your claim as quickly as possible.

We hereby inform you that following a previously unsuccessful attempt to resolve a dispute filed in writing by our Customer Relations service, you have the possibility to request a mediation process by contacting the Tourism and Travel Mediator at the following address : MTV Médiation Tourisme Voyage - BP 80 303 - 75823 Paris Cedex 17 - France – <http://mtv.travel>.

In compliance with Article 16 of the decree of 20 December 2017, the vendor or the retailer must provide assistance if the traveller finds themselves in difficulty. In order to process your request, you may request the aforementioned assistance, under the terms of article L. 211-17-1 of the French Code of Tourism, by sending a request via the section online: <https://contactariane.com/> or by sending a letter to the Customer Relations services (at the aforementioned address).

14. ACCEPTANCE AND MODIFICATION OF THE GTCU

Notwithstanding any formal acceptance on your part, your access to or use of the Website (whether you are a registered user or not) implies your express and unconditional acceptance of the GTCU herein.

If you access or use the Website in a professional capacity, you must ensure that you have all the necessary rights, authorisations and powers to accept the GTCU on behalf of the entity for which you are using or accessing the Website and/or creating an account according to the terms specified upon access to the service.

We reserve the right to update the present GTCU at any time, particularly when introducing new services or features, applicable at the time of entry into effect mentioned in the header. We therefore invite you to consult them regularly.

Latest update: 30 April 2019