



# MGM HÔTELS & RESIDENCES

## GENERAL SALES CONDITIONS

### 1 - PURPOSE

These General Terms and Conditions of Sale define the rights and obligations of the parties regarding the booking of stays offered by MGM HÔTELS & RÉSIDENCES, either directly by the Company or through its commercial partners.

By making a reservation, the Client unreservedly accepts these General Terms and Conditions of Sale. The Client acknowledges having read the information related to personal data protection included herein.

The applicable General Terms and Conditions of Sale are those in effect on the reservation date.

### 2 – DEFINITIONS OF TERMS

- **Client:** refers to any individual booking a stay at MGM HÔTELS & RÉSIDENCES' properties, whether as a consumer or a professional, for private or professional purposes, but unrelated to the hospitality industry.
- **Company:** refers to MGM HÔTELS & RÉSIDENCES, registered with the Annecy Trade and Companies Register under number 810 997 817, with the following contact details:

MGM HOTELS & RESIDENCES, 1 allée du Parmelan – PAE de la Bouvarde – 74370 METZ TESSY

Email address: [booking@mgm-groupe.com](mailto:booking@mgm-groupe.com)

- **Website:** refers to the website <https://www.mgm-hotels-residences.com/> and related mobile services.
- **Commercial partners:** any professional or business partner that has agreed with the Company to promote its offered stays.
- **Booking:** refers to the contract established between the Company and the Client, as detailed in the following paragraphs. This contract includes agreements for the rental of Tourist Residences, whether made remotely or directly at the Residences. It also covers any additional services the Client may have reserved simultaneously.
- **Law:** refers to any binding legal provision or regulation.
- **Residence:** refers to all apartments offered for tourist rental by the Company.



### 3 – BOOKING

#### 3.1. Client's choice of services

The Client is responsible for their choice regarding the reservation, and the Company cannot be held liable for this decision. The Client ensures the nature, destination, and booking conditions are suitable for their needs.

The Client acknowledges having received the necessary advice and information to ensure that the offer meets their requirements, enabling them to make the booking with full knowledge of the facts.

The information provided on the Website is available in both French and English.

The Client selects their stay from the offers presented on the Website and through the Company's Commercial Partners.

#### 3.2. Booking Process

1. Before making a reservation, the Client must specify whether the booking is for personal use or on behalf of a company.
2. The Client declares they have the full legal capacity to agree to these terms and conditions. In this regard, the Client confirms they are over 18 years old and can legally conclude contracts following the law.
3. The Client considers the reservation accepted once the booking process is complete.
4. Reservations made by the Client can be done either through the online booking form available on the Website or the websites of Commercial Partners or by contacting the Company directly by phone or in person at the hotels and residences.
5. For online bookings, the reservation is deemed finalized upon receipt of the booking confirmation and the online payment of the deposit by credit card.
6. The Client agrees to complete the requested information on the booking form and certifies its truthfulness and accuracy.
7. The client agrees to pay the full amount of the booking no later than 30 days before the start of the stay.



8. The booking process through the Website follows these steps:

- Step 1: Search for the residence or Company, and select a type of accommodation and rate.
- Step 2: Verify the reservation details, including the dates of stay, the chosen rate, and any additional services the Client may have selected.
- Step 3: Enter the Client's contact details.
- Step 4: Review and accept the General Terms and Conditions of Sale.
- Step 5: Enter credit card details for deposit or full reservation payments. If you pay your deposit by credit card, you agree that the balance of your stay will be automatically charged to the same card.
- Step 6: Confirm and validate the booking by the Client.

### 3.3. Booking Confirmation

1. The Company acknowledges receipt of the Client's booking by sending an email containing the Booking number, a summary of the Booking with the offer, details of the reserved services, prices, the date of booking, the Client's acceptance of these Terms and Conditions, and contact information for submitting any potential complaints.

2. The reservation is considered final and binding upon receipt of the booking confirmation email sent by the Company.

### 3.4. Payment Methods

The deposit or full payment for your reservation can be made using the following payment methods:

1. by sending a cheque to MGM HÔTELS & RÉSIDENCES, 1 Allée du Parmelan – PAE de la Bouvarde – 74370 METZ TESSY.

The name on the cheque must match the name of the person making the booking. MGM reserves the right to refuse the cheque if this condition is not met.

2. by sending ANCV holiday vouchers. These must have a validity date of more than 6 months from the date of sending.

No refunds or change will be provided for ANCV payments.

3. by E-ANCV by contacting our agents at +33(0)4 50 272 272.

No refunds or change will be provided for ANCV payments.

4. by bank transfer to MGM's bank account, the details of which are provided in the quote/option letters.



5. by credit card payment, via the secure payment link sent by MGM or at the reception using the payment terminal (TPE) at the establishments.
6. by cash (only at the residences and hotels), up to a maximum of €1,000 per reservation for French residents and €15,000 for foreign residents (proof of residence required).

#### 4 - MODIFICATION AND CANCELLATION OF STAYS AND ADDITIONAL SERVICES BY THE CLIENT

1. Following Article L.121-21-8 of the Consumer Code, the Client is reminded that they do not have the right of withdrawal provided in Article L.221-28 of the Consumer Code for the reservation of their stay.
2. In the event of cancellation or modification, the Client must notify the Company by mail or email at the following address:

MGM HÔTELS & RÉSIDENCES, 1 Allée du Parmelan – PAE de la Bouvarde – 74370 EPAGNY METZ TESSY

Email address: [booking@mgm-groupe.com](mailto:booking@mgm-groupe.com)

3. The date of modification or cancellation will be determined based on the date of receipt of the notification.
4. Any change to the stay dates will be considered a cancellation.
5. Cancellation fees will be calculated according to the following schedule:
  - More than 30 days before the start of your stay: no fee (except for the non-refundable insurance fee if purchased at the time of booking).
  - Between 30 and 21 days before the start of your stay: 25% of the accommodation price.
  - Between 20 and 15 days before the start of your stay: 50% of the accommodation price.
  - Between 14 and 8 days before the start of your stay: 90% of the accommodation price and additional services.
  - 7 days or less before the start of your stay, or no-show: 100% of the accommodation price and additional services.



#### 4.1. Special cancellation conditions for the chalets and apartments « L'Écrin de Jade » and « La Ferme de Juliette »

1. Any cancellation or modification concerning stays booked at the "L'ÉCRIN DE JADE" and "LA FERME DE JULIETTE" residences will be subject to the cancellation fees outlined below:
  - More than 180 days before the start of your stay: 25% of the accommodation price.
  - Between 179 and 90 days before the start of your stay: 50% of the accommodation price.
  - Between 89 and 30 days before the start of your stay: 75% of the accommodation price.
  - Between 29 and 8 days before the start of your stay: 90% of the accommodation price and additional services.
  - 7 days or less before the start of your stay, or no-show: 100% of the accommodation price and additional services.

#### 4.2. No-show and early termination of stay

1. Any interruption of the stay, regardless of the type of accommodation, before the scheduled departure date in the reservation will result in the full payment of the agreed price.
2. If the stay is ended earlier than the scheduled departure date, the full payment of the agreed price will still be required.
3. In the case of non-consumption of a prepaid service, no refund will be provided.

#### 4.3. Cancellation Insurance

The Company offers the Client the option to purchase Cancellation/Interruption Insurance through the AREAS insurance company, which must be taken out at the time of booking. In the event of cancellation or interruption due to an event covered in the insurance policy, the Client will avoid the financial consequences of this cancellation or interruption.

The details of the cancellation/interruption insurance coverage are available upon request or can be downloaded from the Website. The Client has a fourteen-day calendar period from the conclusion of the insurance contract to exercise their right of withdrawal, without any fees or penalties, provided that all conditions are met, including:

- Proof of existing coverage by a previously taken policy;
- No claim has been filed by the Client under this policy;
- The cancellation insurance contract has not been fully executed.



## 5 – ARRIVAL AND DEPARTURE

1. In the tourist residences, keys are available for pick-up from 5:00 PM on the day of arrival specified in the Booking contract. Keys must be returned before 10:00 AM on the day of the Client's departure. If arrival is after 8:00 PM, the Client must inform the residence by phone to arrange a key handover appointment.
2. In hotel establishments, keys are available for pick-up from 5:00 PM on the day of arrival specified in the Booking contract. Keys must be returned before 10:00 AM on the day of the Client's departure.

## 6 – SECURITY DEPOSIT

1. For reservations in a Residence, a security deposit of €500 is required from the Client.
2. Payment by cash is not accepted.
3. The deposit will be refunded to the Client at the end of the stay, after settling the cost of any services consumed on-site and deducting any charges for potential damages, uncleaned kitchens (a cleaning fee of €50 will be charged), missing items (such as bathrobes, towels, access cards, etc.).
4. Any violation of the Residence's house rules by the Client may result in the Company withholding the full amount of the security deposit.

## 7 – OCCUPANCY OF ACCOMODATION

For safety reasons, the maximum number of occupants allowed in the apartments and rooms must be respected. This number includes children (except for one baby under the age of 3 in a baby bed, with a limit of 1 baby per accommodation).

If the maximum number of occupants per apartment or room is not respected, the Company will be unable to hand over the keys to the Client. The Company cannot be held responsible for failing to honor the reservation and will not be liable for any complaint from the Client. The reservation will be considered a no-show, and cancellation fees will apply (Article 4 of the Terms and Conditions of Sale).



## 8 - PETS

1. Except for chalets, pets are allowed upon presentation of a rabies vaccination certificate, in accordance with the terms and conditions outlined below.
2. Only one pet per apartment is permitted.
3. The Client must reserve a pet package at €100 for a one-week stay, or a prorated amount for shorter stays.
4. Pets must be kept on a leash in common areas and are not allowed near pools or recreational areas.
5. The Company's management reserves the right to refuse access to certain categories of pets. It is the Client's responsibility to verify their pet's acceptability before the stay, and the Company shall not be held responsible.

## 9 - STAYS

1. The Company provides a set of internal rules for each of its establishments. The Client agrees to read and comply with these rules.
2. The Client acknowledges the following prohibitions:
  - Bringing skis, ski boots, sledges, and any ski equipment into the accommodation or on the balconies.
  - Hanging laundry on balcony railings, including bath towels.
3. The Client agrees to use the accommodation, regardless of type, in a reasonable manner and according to its intended purpose.
4. Any failure to comply with these obligations may result in the Company asking the Client to leave the premises without compensation or refund.
5. Any damage caused by the Client or by persons under their responsibility in the accommodation or any areas occupied during the stay may be charged directly to the Client, based on repair costs. Any damage must be reported to the hotel reception.
6. In compliance with French regulations, the Client will be asked to complete a police registration form upon arrival. The Client will need to present an ID to determine whether they need to complete the form.



## 10 – RECREATIONAL SPACES

### 1. Access for minors

Access to hotel facilities and services for minors will be allowed according to the internal regulations of the hotel or residence. In all cases, minors must be accompanied by an adult to access the swimming pool, subject to the specific conditions and hours of the hotel or residence. Access to the sauna, hammam, rest areas, and fitness rooms in the hotels and residences is strictly prohibited for minors.

### 2. Compliance with Safety Instructions and Internal Rules

The Company provides the Client with internal rules and safety instructions in each of its establishments. The Client acknowledges having read and agrees to comply with them. The Company reserves the right to add additional instructions if necessary.

Any failure to comply may result in the Company withholding the Client's security deposit.

### 3. Hours

The hours for accessing recreational spaces are displayed at the hotel or residence reception. The Company reserves the right to change the opening hours of these facilities without notice. The Client cannot claim any compensation for such changes.

## 11 – POSSIBLE MODIFICATIONS OF SERVICES

1. The Company cannot be held liable for failure to fulfill its obligations in the event of force majeure, for the duration of the force majeure event, and commits to making all reasonable efforts to limit its effects.

2. For the purposes of these terms, force majeure is defined as any event or circumstance that the parties could not reasonably have foreseen or controlled at the time of booking, due to its external, unpredictable, and irresistible nature. Therefore, in addition to events recognized by French case law and courts, the following are considered force majeure events: total and partial strikes, whether internal or external to the Company; the closure of a site or shared facilities (such as swimming pools); adverse weather conditions, epidemics, fire, storms, flooding, water damage, or a malfunction of the computer system disrupting normal business operations.

3. In the event of an exceptional situation or an inability to provide the accommodation initially chosen by the client, or in cases of force majeure, the Company reserves the right (with the client's consent) to accommodate the client in another establishment offering services of the same nature.



## 12 - PRESENTATION OF SITES AND ACTIVITIES

1. All information regarding the sports and leisure activities available at mountain resorts, as well as those in the surrounding areas, is provided by the Tourist Offices and is communicated to the Client for informational purposes only. The Company cannot be held responsible if any of these activities are unavailable during your stay. For additional information regarding the life and events of these resorts, the Client is encouraged to contact the respective Tourist Offices directly.
2. The photographs and graphic materials displayed on the Website, those of Commercial Partners, or on any other paper or digital media, are for indicative purposes only. Variations may occur, particularly due to changes in furniture and/or potential renovations.

## 13 - COMPLAINTS

1. The Client has 48 hours after arrival to report in writing any issues regarding the description, quality, or cleanliness of their accommodation to the reception of the establishment. After this period, the Company will not consider any further complaints.
2. Any complaint related to the stay must subsequently be addressed in writing to the Reservations Service (via a registered letter with acknowledgment of receipt, accompanied by a copy of the dispute report made at the reception, for cases where applicable). This must be done within a maximum of 1 month after the end of the stay.

## 14 – LIABILITY

1. The Client acknowledges that the Company shall not be held liable for any loss, theft, or damage to personal belongings within the tourist residences, either during the stay or upon vacating the premises.
2. The Client acknowledges that the Company will only be liable within the limits set by law in cases of loss, theft, or damage to personal belongings within its establishments, including both common areas and the accommodation. In this regard, the Company provides safes in the accommodation and recommends that the Client store valuable items there. The Company also advises the Client not to leave valuables visible in their vehicle parked on the Company's premises.



## 15 - RESPECT FOR PRIVACY AND PERSONAL DATA

In accordance with Law No. 78-17 of January 6, 1978, known as the "Data Protection Act," and the European Regulation 17 updated on February 13, 2023, No. 2016/679 of April 27, 2016, the Company informs the Client that it implements personal data processing, for which it is responsible.

The Client is informed on each data collection form about the mandatory or optional nature of the answers, indicated by an asterisk.

The form clearly and concisely specifies the following information:

- Purpose of the processing: the personal data collected is intended for processing client bookings, as well as for loyalty programs and/or marketing of stays.
- Recipients of these data: the Company may transfer these data (including to countries outside the EU) to partners and/or service providers for commercial purposes.
- Data retention period: the data will be kept for a maximum of three years if the client has not contacted the Company or responded to a commercial offer.
- Rights of the client: the client has the right to rectify or delete their data, to limit processing, and to request the portability of their data.
- Right to complain: the client has the right to file a complaint with the relevant supervisory authority.

The collected data is intended for use by the Company, its subsidiaries within the MGM group, and its partners and service providers (including for online payments).

The collection of personal data may involve cross-border transfers outside the European Union. This data is collected as part of pre-contractual or contractual measures for registering the client's booking.

By providing this personal information, the client authorizes the Company to use it for purposes such as managing the loyalty program, commercial promotions, handling complaints, sending satisfaction surveys, and newsletters (with an unsubscribe link at the bottom of each commercial email).

The client may contact the Data Protection Officer (DPO) responsible for data protection within the MGM group at the following email address: [dpo@mgm-groupe.com](mailto:dpo@mgm-groupe.com)



## 16 – APPLICABLE LAW AND COMPETENT JURISDICTION

1. These General Terms and Conditions of Sale are governed by French law.
2. Any claims regarding the non-performance or poor performance of the Reservation by the Company must be reported by the Client, under penalty of forfeiture, by registered letter with acknowledgment of receipt, within fifteen days following the date of departure from the Company to:

MGM HÔTELS & RÉSIDENCES, 1 allée du Parmelan – PAE de la Bouvarde – 74370 EPAGNY METZ TESSY

Email address: [booking@mgm-groupe.com](mailto:booking@mgm-groupe.com)

3. Notwithstanding the above, any dispute regarding the interpretation, execution, and validity of these General Terms and Conditions of Sale will be subject to the exclusive jurisdiction of the competent Courts of Annecy.

## 17 – EVOLUTION OF SALES CONDITIONS

1. The General Terms and Conditions of Sale are regularly updated, particularly due to regulatory changes. The new General Terms and Conditions of Sale will apply from their publication date on the Website.
2. The General Terms and Conditions of Sale, including the Privacy Policy, the Terms of Use of the Website, and, where applicable, any specific conditions related to certain offers, constitute the entire contract between the Client and the Company regarding their booking on the Website and supersede any previous general terms and conditions of sale.
3. In the event that any provision of these General Terms and Conditions of Sale is declared invalid, in whole or in part, for any reason, the other provisions will remain in effect.