

## GENERAL CONDITIONS OF USE - LOYALTY PROGRAMME

### "LE CLUB ROSSIGNOL"

#### **1. Aim of the programme - Area of application of the Conditions**

The "Le Club Rossignol" loyalty programme is operated by ROSS SCI, Société par Actions Simplifiée (Joint Stock Company) with capital of €50,000,000, with registered office at 98 rue Louis Barran, 38430 St Jean de Moirans, France (hereafter referred to as "Rossignol", "we" or "us").

Le Club Rossignol is governed by these general conditions of use (hereafter referred to as the "Conditions"), which you expressly and unreservedly accept when you create your account on the [www.rossignol.com](http://www.rossignol.com) web site (hereafter referred to as the "Site").

Le Club Rossignol is open to private individuals who open an account on the [www.rossignol.com](http://www.rossignol.com) site (hereafter referred to as the "Members" or "you"). Le Club Rossignol enables Members to achieve different Member statuses that each give access to a dedicated relationship programme (events, exclusive offers, etc.).

Rossignol reserves the right to change these Conditions at any time without notice; the date on which the new Conditions come into effect will be given on our Site.

Furthermore, it is hereby specified that all purchase transactions on our Site are subject to the application of the e-commerce Standard Terms and Conditions of Sale: <http://www.rossignol.com/FR/FR/cgv.html>

#### **2. Subscribing to Le Club Rossignol**

When you create your account on our Site at [www.rossignol.com](http://www.rossignol.com), you automatically subscribe to Le Club Rossignol, and you become a Bronze Member of Le Club Rossignol when you make your first purchase on the Site.

Only one account can be opened per person (with the same name and address), and Rossignol reserves the right to make any checks necessary in this respect.

It is your responsibility to keep your account information up to date so that you receive offers from Le Club Rossignol. Rossignol cannot under any circumstances be held liable for failure to receive an offer due to obsolete or incomplete information that you have submitted.

#### **3. Conditions for accumulating loyalty points and acquiring a different Member status**

##### **3.1. Accumulating loyalty points**

Every time you make a purchase on the Site, your Le Club Rossignol account is credited with the number of loyalty points that corresponds to the value including tax of your order; one euro is worth one loyalty point.

You can see how many loyalty points you have in your account in the "*Le Club Rossignol*"/"*My points*" section of the Site.

All loyalty points will automatically be credited to Members' Le Club Rossignol accounts under the conditions set out above. However, we recommend that Le Club Rossignol Members check their accounts regularly and retain any documents required to correct the number of loyalty points if necessary.

### **3.2. Acquiring a different Member status**

Le Club Rossignol has three Member statuses, determined according to the number of loyalty points accumulated: Bronze, Silver and Gold.

You will acquire each status as follows:

- "Bronze Member": when you make your first purchase on the Site (one point or more);
- "Silver Member": when you have accumulated at least 1,500 loyalty points;
- "Gold Member": when you have accumulated at least 5,000 loyalty points.

Your Member status cannot be reduced. Once you have achieved a certain Member status, you will retain it while your account on our Site is active. Your Member status can only be lost if you delete your account on our Site.

### **4. Services and benefits offered to Members**

Each Member status gives access to services and benefits, which will be made available by invitation from Rossignol only, as described on the dedicated country pages on the Site. The benefits and services will vary by country; this is accepted by the Members and cannot give rise to any claim on the part of Members.

Rossignol will strive to ensure that its partners comply with the services and benefits as described on the Site. However, in the event that, due to reasons beyond our control, it is not possible to provide the planned service or apply the planned benefit, we may offer you an alternative service or benefit of the same value, without this resulting in any indemnification or compensation of any sort whatsoever.

### **5. Deletion/Suspension of a Member account/Cessation of Le Club Rossignol**

#### **5.1. Deletion/Suspension of a Member account**

Le Club Rossignol is a programme that aims to provide benefits for loyal Rossignol customers in line with the purchases that they make on the Site. The programme therefore implies compliance by you with these Conditions.

As a result, Rossignol reserves the right to suspend or permanently delete an account and, if applicable, cancel the associated benefits in the event of any breach by a Le Club Rossignol Member.

Rossignol also reserves the right to adjust any Member's account by debiting points that were wrongfully credited to it.

The following behaviours constitute breaches by a Member of Le Club Rossignol and/or vis-à-vis Rossignol:

- Fraud or attempted fraud when placing an order on the Site,
- Inappropriate use of the account,

- Actions capable of disrupting the operation of the Site and/or the operation of Le Club Rossignol,
- More generally, any failure to comply with the provisions set out in these Conditions.

Rossignol will enact said account suspension and/or deletion after informing the Member in writing; the Member may not claim any compensation.

It is also hereby specified that your Le Club Rossignol membership will automatically be deleted if you decide to delete your account on the Site. In this case, it is hereby specified that you will no longer receive the benefits and services offered in relation to the Member status acquired. If you decide to re-register on our Site, you will be treated as a new customer and will not be able to return to the Member status previously acquired.

## **5.2. Suspension or cessation of Le Club Rossignol**

Rossignol reserves the right to suspend or cease operation of Le Club Rossignol at any time without notice.

It is hereby specified that if Le Club Rossignol permanently ceases operating, Members will be informed by email.

The services and/or benefits offered for which invitations have been issued prior to the decision to suspend or cease operation of Le Club Rossignol will however continue to completion thereof.

## **6. Liability**

Rossignol cannot be held liable for any inconvenience or damage inherent in the use of the internet, notably an interruption in service, any external intrusion or the presence of computer viruses, that might affect access to or the operation of our Site or Le Club Rossignol, unless in the event of gross negligence or wilful misconduct on the part of Rossignol.

Furthermore, Rossignol cannot be held liable for any consequences related to the submission of incomplete and/or incorrect information by Members.

The Site may contain links to third-party sites not published or not controlled by Rossignol. These links are only included for convenience and cannot and must not be interpreted as an express or implicit endorsement of these sites, their content or any product or service offered thereon.

Generally, Rossignol cannot be held liable for failure to fulfil its obligations in the event of force majeure or unforeseen circumstances, particularly but not exclusively in the event of disruption to or complete or partial strike of the postal, transport and/or communications services, fire or flood.

## **7. Intellectual property**

All text, comments, works, illustrations and images reproduced or represented on the Site are protected by copyright and are exclusively owned by Rossignol. As such, in accordance with the provisions of the French Intellectual Property Code, viewing of the Site is only authorised for private use.

Unless Rossignol gives specific, express authorisation, any full or partial reproduction or representation of our Site or all of part of the elements thereof is strictly prohibited.

The company names, trademarks and distinguishing marks reproduced on the Site are protected under intellectual property law.

## **8. Personal data**

When you subscribe to Le Club Rossignol, Rossignol collects personal data about you. This data is processed for the purposes of managing the Le Club Rossignol loyalty programme. It can be communicated to the companies appointed by Rossignol that are involved in managing the Le Club Rossignol offers, or to partners of Le Club Rossignol. This data will be retained while your account is active.

Pursuant to General Data Protection Regulation ("GDPR") 2016/679 published on 27 April 2016 by the European Council and European Parliament on the "protection of individuals with regard to the processing of personal data and on the free movement of such data", you have the right to access, correct, transfer, oppose and request the deletion of your personal data, which you can exercise by contacting: [leclub@rossignol.com](mailto:leclub@rossignol.com)

To view, amend or delete your personal data, you must log in to your Le Club Rossignol loyalty account and go to "Update my profile".

You can also contact:

- by email at the following address: [leclub@rossignol.com](mailto:leclub@rossignol.com)
- by mail: SKIS ROSSIGNOL, Programme de fidélité Le CLUB ROSSIGNOL, 98 rue Louis Barran, 38430 St Jean de Moirans, France.

## **9. Disputes**

These Conditions, and the relationship between the Parties in general, are governed by French law. In the event of a dispute, the French courts will have sole jurisdiction.

## **10. Saving clause**

In the event that one of the clauses of these Conditions should be declared null and/or void, the other clauses will nonetheless continue to apply in full.