

# 2025 GENERAL TERMS OF SALE and Rules & Regulations

To ensure that your holidays are as pleasant as possible and that you will be able to easily take advantage of all the Activities and Amenities offered at the Establishments during the season, we ask that you carefully read through the General Terms of Sale below.

Version in effect as of: 23 September 2024

## 1. GENERAL TERMS OF SALE

### INTRODUCTION

The purpose of these General Terms of Sale (GTS) for the company MS Vacances is to define the rights and obligations of MS Vacances and the Clients (as defined below) when making the Booking of an Accommodation or Camping pitch via the Website or by telephone with the Reservation Department: +33 (0)253 817 000 (hereinafter the **"Booking"**). The GTS will apply to all the services and amenities listed in the MS Vacances catalogue, and on the Website, which can be accessed at [www.ms-vacances.com](http://www.ms-vacances.com) (hereinafter the **"Website"**) and in MS Vacances communications. The content of the catalogue and the Website are designed to provide information to MS Vacances Clients. Some of the Activities and Amenities offered may be subject to change, depending on the fill rate, and/or may only be available on certain dates during the season. MS Vacances reserves the right to make changes to the information in the catalogue and/or on the Website. Any major changes will be indicated on the Website and by means of prior written notice sent to the email address provided by the Client when making their Booking. The applicable GTS will be the terms as published on the Website at the time of making the Booking. All Bookings made by a Client will be governed by the present GTS, the appended Rules & Regulations and the Privacy Policy, both of which are integral parts of the GTS.

### 1.1. DEFINITIONS

The following terms will be understood as having the below meanings when capitalised herein, whether used in singular or plural form:

- **Accommodation:** one of the forms of accommodation available at the Establishments for Clients to book, such as cottages, chalets, lodges and furnished tents;
- **Account:** the Client's personal account, created on the Website and allowing them access to the details of their Booking(s) by entering a user ID and a password;
- **Activities:** the activities on offer at the Establishment where the Client is staying, namely including sporting activities, entertainment, children's clubs, etc...;
- **Amenities:** the amenities at the Establishment where the Client is staying, namely including any bars, snack bars, restaurants, groceries, water complexes and wellness centers;
- **Booking:** when a Client books an Accommodation or Camping pitch at one of the available Establishments, either online via the Website or by telephone with the Reservation Department, as per the terms and conditions defined herein;
- **Camping pitch:** an empty pitch made available to the Client to set up their equipment, such as a caravan, a tent, a van or a motorhome;
- **Client:** any adult natural person making a Booking with MS Vacances for their own personal purposes;
- **Establishment:** the MS Vacances establishment chosen by the Client when making a Booking;
- **GTS:** the present General Terms of Sale;
- **MS Vacances:** the simplified joint stock company MS Vacances, located at 635 Chemin de la Parée, 85560 Longeville-sur-Mer, France, and registered with the La Roche-sur-Yon Trade & Companies Register under the number 384 598 421;
- **Personal Data:** the Client's personal data that are collected and processed by MS Vacances when making a Booking or creating an Account, and this, under the terms and conditions as defined in the MS Vacances Privacy Policy;
- **Privacy Policy:** the privacy policy of personal information in place at MS Vacances for its Clients, which policy is an integral part of the GTS;
- **Rules & Regulations:** the rules that must be followed at the Establishments during the Client's holiday, which the Client must review before making a Booking;
- **Website:** the website published by MS Vacances, avail-

able at the following address: [www.ms-vacances.com](http://www.ms-vacances.com).

### 1.2. PRICES

- The applied prices will be those in effect at the time of making an option or a firm Booking.
- A holiday simulation does not guarantee either availability or the associated pricing.
- Prices are subject to change without notice.
- All prices listed are inclusive of VAT. Any changes to the VAT rate will result in a change in the pricing.

### 1.3. BOOKING TERMS

- All contracting parties must be at least 18 years of age, have the legal capacity to enter into a contract and not be under legal supervision or guardianship. In the event of juridic protection measures, the legal representative of the protected person must contract the booking and be present during the entirety of the stay. In any case, MS Vacances reserves the right to require signature of a release binding the Client and the rest of their party to following the Rules & Regulations.
- A Client may only book holidays in their own name and on their own behalf only and must personally occupy the selected Accommodation or Camping pitch for the duration of the stay.
- The Client may make their Booking by telephone and/or via the Website, under the terms and conditions laid down below.

#### 1.3.1. Telephone Bookings

- Clients can contact the Reservation Department on +33 (0)253 817 000 in order to get a holiday simulation for a particular Accommodation or Camping pitch, which will then be sent to the Client at the email address provided during the telephone exchange with the Reservation Department. The purpose of that holiday simulation is to inform the Client about a particular Accommodation or Camping pitch and does not entail any form of obligation towards MS Vacances on the part of the Client.
- Clients can also contact the Reservation Department to make an option for a particular Accommodation or Camping pitch. When an option is made, MS Vacances will send the GTS, the Rules & Regulations and the Privacy Policy to the Client in PDF format for the purpose of getting their agreement. These options are only valid for the period of time indicated in the booking option, after which they will be cancelled by the Reservation Department. If the Client pays the deposit requested by MS Vacances within the allotted timeframe, using one of the payment methods listed in Article 1.5.2 below, the option will be converted into a Booking, effective once the Client receives a confirmation email from MS Vacances, sent to the address they provided to the Reservation Department.
- Attached to each Booking confirmation email, MS Vacances will provide the GTS, with the Rules & Regulations and the Privacy policy appended, for the Client's records and so they can verify the information relating to their Booking. MS Vacances agents inform and advise Clients. They are not responsible in the event of disagreements about the booked stay. The Client's payment of the requested amounts will entail their firm and final acceptance of the Booking created by MS Vacances.
- Clients who do not want to receive unsolicited sales calls by telephone can register their number for free with France's official do not call registry on [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr), in accordance with Article L223-2 of the French Consumer Code.

#### 1.3.2. Online Bookings

- Clients can make Bookings on the Website and create an Account. They can simply select the Accommodation or Camping pitch of their choosing at the Establishment by clicking on the "Book now" button.
- The Client then chooses one of the available payment methods and expressly access the General Terms of Sale, and then makes the payment for the amount of the deposit requested by MS Vacances.

The Client will be redirected to a secure payment interface operated by an MS Vacances payment service provider.

- Once the deposit has been paid, MS Vacances will confirm the Booking. The Client will then receive a Booking confirmation email from MS Vacances. At this point, the Booking is firm and final.
- In the event of payment rejection, the booking will be put in an "Option" status until validation of the payment within the maximum deadline otherwise the stay will be cancelled: refer to Article 1.5.
- Finally, any arrival without a prior Booking will automatically entail acceptance of the GTS once the Accommodation and/or Camping pitch has been made available. The General Terms of Sale are posted at the Establishments and can be accessed on [www.ms-vacances.com](http://www.ms-vacances.com). A copy can also be obtained free of charge, upon request.
- MS Vacances will provide real-time information about the availability of Accommodations or Camping pitch. In the event that multiple Bookings are made for the same pitch, at the same time, MS Vacances will notify the Clients by email that the Accommodation or Camping pitch is unavailable for a certain period of time and will refund their deposit within twenty-four (24) hours business days.
- Camping pitches and Accommodations may only be booked on a strictly personal basis. Under no circumstances may a Client sublet or transfer a Booking without the express, and prior agreement of the MS Vacances Group.
- Anyone under 18 years of age must be accompanied by their legal guardian who will be responsible for them for the full duration of their stay.
- The applicable rate is based on the person's age during their stay, not their age on the Booking date.
- Specific Accommodation or Camping pitch is only assigned on site, by MS Vacances, and cannot be reserved in advance. MS Vacances cannot guarantee that it will be able to fulfil special requests made at the time of booking (pitch number, etc.) and may not be held responsible if such requests are not satisfied. No compensation for this will be owed. The pitch number will be given to the Client once the Accommodation or Camping pitch is available, on the day of the Client's arrival. Any requests approved by MS Vacances will automatically be subject to an additional charge, which will be communicated to the Client for their express acceptance.
- Requests submitted within seven (7) days of the Client's arrival date cannot be processed and will therefore have no binding or contractual value.

#### 1.3.3. Camping pitches

- The camping price shown on the Website or communicated by an MS Vacances agent includes access to the Camping pitch for 2 people. Any additional campers (3rd, 4th, 5th and 6th person) will be subject to an additional charge.
- The maximum capacity is 6 people. MS Vacances reserves the right to deny access to the Establishment to holidaymakers arriving in groups larger than the listed maximum capacity, with the understanding that each child counts as a person.
- The booking of a Camping pitch includes 2 people, the vehicle, access to the toilet and shower blocks and the installation of the equipment belonging to the Client, such as a caravan, a tent, a van, or a motorhome. Only one equipment may be installed on the Camping pitch.
- It is imperative to provide us, at the time of Booking, with the precise details of the equipment that will be installed during the stay. In the event of any missing and/or incorrect information, MS Vacances declines all responsibility in respect of the assigned pitch.
- Clients must submit any changes to the equipment indicated on the booking contract, to the Reservation Department, subject to availability and acceptance by the MS Vacances Group.

#### 1.3.4. Accommodation

MS Vacances offers a variety of Accommodations ranges for 2 to 8 people. For Accommodation for 4-6, 5-7 or 6-8 people, the first number represents the capacity recommended by MS Vacances and the second, the maximum capacity. MS Vacances will be compelled to deny access to the Establishment to holidaymakers arriving in groups larger than the listed maximum capacity, with the understanding that each child counts as a person. Failure to follow this rule will automatically entail an additional charge, to be defined by MS Vacances, and subject to its express acceptance by the Client. The installation of any additional equipment or vehicles is strictly prohibited on Accommodation Bookings.

#### 1.3.5. Booking fees

- The fee for Bookings made by telephone is €15 for stays of 1 to 5 nights and €30 for 6 nights or more.
- The fee for online Bookings made on [www.ms-vacances.com](http://www.ms-vacances.com) is €12.
- This fee is payable at the time of Booking.

#### 1.3.6. Tourist tax and waste disposal fee

- The rate of the tourist tax is set by the municipality council of the town the Establishment is set up in, by taking into account a scale revised yearly. The Client must pay the tourist tax based on the current rate. If the town the establishment is set up in has opted for a fixed tourist tax, its cost is included in the rate of the Accommodation/Camping pitch.
- Each Client will be billed for a waste disposal fee at the rate of €1.05/night or €7.35/week to cover the cost of waste removal during their stay.

#### 1.3.7. Special offers

Whether they are timeless or limited offers, all the MS Vacances special offers are non-retroactive, cannot be combined and are subject to availability at the time of Booking. They are applicable to the price of the stay exclusive of any extras, taxes and fees. Special offers are first subject to the special terms and conditions of those offers (available on [www.ms-vacances.com](http://www.ms-vacances.com) or from MS Vacances agents) and then to the current General Terms of Sale. MS Vacances may modify, remove or reactivate these offers at any time, subject to giving Clients advance notice thereof.

#### 1.3.8. Gift vouchers

- MS Vacances gift vouchers are non-retroactive, non-refundable, cannot be combined or exchanged, and are subject to acceptance and availability at the time of Booking. Gift vouchers are valid for one use and the original voucher must be provided. Gift vouchers are first subject to their special terms and conditions, and then to the General Terms of Sale.
- A Client may transfer their gift voucher if the transferee meets the same conditions as the Client (same holiday dates, same Accommodation, etc.), up to the scheduled arrival date. In this instance, the Client must necessarily inform MS Vacances of the transfer (by registered letter with acknowledgement of receipt or by email), specifying the full name and address of the transferee and of the other members of their party. A new Booking will then be established in the transferee's name. A thirty euros (€30) processing fee (inclusive of VAT) will be applied to all Booking transfers.

#### 1.3.9. Peace of Mind Guarantee

- All Bookings made via the Website or by telephone with an MS Vacances agent will automatically be covered by the free Peace of Mind Guarantee, which provides for more flexible amendment and cancellation conditions, as shown in Appendix 1. MS Vacances does however recommend that Clients purchase the «Esprit Libre» insurance, (see Article 1.6.2). This guarantee is valid for Bookings made directly with MS Vacances. Cancellation, amendment and transfer requests must be sent to the MS Vacances Reservation Department in writing (by registered letter with acknowledgement of receipt, email, etc.). Any cancellation amendment or transfer charges will be calculated from the date on the postmark for registered letters, or the date of receipt of the email. Refunds will be issued to the Client within a maximum of 90 days unless the Client dispose of it otherwise, in writing. In the event of cancellation or amendments of a Booking made with MS Vacances, the Peace of Mind Guarantee and «Esprit Libre» insurance cannot be applied cumulatively.
- Conditions of the Peace of Mind Guarantee are available in Appendix 1.

## 1.4. ONLINE ACCESS TO BOOKINGS

Once a Booking is made, MS Vacances sends a confirmation email to the Client, as mentioned in Articles 1.3.1. and 1.3.2. above, which includes a Booking number attached to the surname provided by the Client when making the Booking. To view their Booking(s), the Client can either create an Account or access it without an Account.

#### 1.4.1. Account creation

- When a Client clicks on the person icon in the upper right corner of the Website, they will be asked to fill in the fields required to create an Account. By doing so, the Client guarantees the accuracy, truthfulness and consistency of the information they are providing to MS Vacances (particularly their email address). As a result, it is the Client's responsibility to update their contact information in their online Account as swiftly as possible, whenever needed.
- By confirming the Account creation, the Client acknowledges having reviewed and accepted the MS Vacances Privacy Policy. The Client will then receive a registration confirmation email from MS Vacances. They will then be free to update their contact information and check their Booking(s).
- MS Vacances cannot be held responsible for a Client's lack of attention when making a Booking or when changing or updating their Personal Data, or for the consequences that incorrect contact details may have on the Client's Booking(s).
- Creating an Account allows the Client to access their Booking(s) and update the information provided at the time of Account creation.

#### 1.4.2. Access to Bookings without an Account

A Client can check their Booking(s) by clicking on the person icon in the upper right corner of the Website and then on "Go to my booking without creating an account", and then entering the surname used for the Booking and the Booking number provided by MS Vacances and clicking on the "Submit" button.

## 1.5. PAYMENT TERMS

#### 1.5.1. Accommodations and Camping pitches

- For Bookings made more than 30 days before the start of the stay, a deposit of 30% of the total cost (excluding the Booking fee and «Esprit Libre» insurance which are payable at the time of Booking) must be paid within 7 days in order to confirm the Booking. That deposit can be paid using the payment methods listed in Article 1.5.2 below.
- For Bookings made less than 30 days before the start of the stay, payment of the total price of the stay must be made in full at the time of Booking. This payment must be made by bank card (Visa or Mastercard); bank transfer; connect ANCV holiday vouchers.
- Please note that less than 7 days before the start of the stay, only bank card and connect ANCV holiday voucher payments will be accepted.
- The remaining balance must be paid no later than 30 days before the beginning of the stay, without MS Vacances having to remind the Client to do so.

#### 1.5.2. Payment methods

- For payments made more than 30 days before the start of the stay (for an Accommodation or a Camping pitch), the Client may use any of the following methods:
  - Bank card on the Website, in accordance with Article 1.3.2 of the GTS;
  - Bank transfer on the Website, in accordance with Article 1.3.2 of the GTS;
  - Cheque sent by post;
  - ANCV holiday voucher sent by post;
  - Connect ANCV holiday voucher on the MS Vacances Website.

For payments made less than 30 days before the start of the stay (for an Accommodation or a Camping pitch), the Client may use any of the following methods:

- Bank card on the Website, in accordance with Article 1.3.2 of the GTS;
- Bank transfer on the Website, in accordance with Article 1.3.2 of the GTS;
- Connect ANCV holiday voucher on the MS Vacances Website.

Please note that less than 7 days before the start of the stay, only bank card and connect ANCV holiday voucher payments will be accepted.

On site (at reception, during check-in), only the following payment methods are accepted:

- Bank card; ANCV holiday voucher; connect ANCV

holiday voucher or in cash.

- Payments in cash are limited to the maximum amount legally allowed, set at €1,000 for Clients whose tax residency is in France, pursuant to Article D112-3 of the French Monetary and Financial Code. This cap is €15,000 for Clients whose tax residency is outside of France.
- In the event of non-compliance with any payment due dates, MS Vacances reserves the right to employ the means of its choice to collect the amounts outstanding. Further, if payment of the remaining balance is not received by its due date, the Client will be informed that their Booking has been cancelled. In that case, the Peace of Mind Guarantee will apply, as per Article 1.3.9 above.
- If an ANCV holiday voucher is sent by post, MS Vacances strongly recommends that the Client should insure their mail for the corresponding value. MS Vacances declines all responsibility in the event of loss or theft of the Client's payment while in transit. ANCV holiday vouchers must be provided with their original stubs. The "Nom du titulaire" field must be completed, and the vouchers must all be detached from the voucher book, and not stapled or taped to anything. MS Vacances reserves the right to charge an additional €10 fee if these instructions have not been followed.

## 1.6. CANCELLATIONS

#### 1.6.1. Right of withdrawal

Please note, the Client has no right of withdrawal, in accordance with Article L221-28-12 of the French Consumer Code.

#### 1.6.2. «Esprit Libre» insurance

MS Vacances offers an «Esprit Libre» insurance, which is optional but strongly recommended (3.9% of the total price of the stay). It covers the reimbursement of all or part of the trip, under certain conditions<sup>(1)</sup>. The «Esprit Libre» insurance must be purchased and paid for at the time of Booking.

<sup>(1)</sup> Detailed terms and conditions are available on [www.ms-vacances.com](http://www.ms-vacances.com)

#### 1.6.3. Late arrival, early departure, cancellation

- No late arrivals, early departures, cancellation, etc., caused by the Client, will give rise to a refund. In the event of a late arrival, the Client must notify MS Vacances by telephone on +33 (0)253 817 000 or by email in order to retain their Accommodation or Camping pitch. The Establishment reserves the right to hire out the Accommodation or Camping pitch if it has not heard from the Client within 24 hours of the scheduled arrival date. Payments already made will not be refunded.
- Both parties reserve the right to terminate the contract between them in the event of non-compliance with the GTS or the Establishment's Rules & Regulations. If the Client violates the GTS or the Establishment's Rules & Regulations, such a breach of contract will not give rise to a refund from MS Vacances. The Client may not challenge this decision on the grounds of not having collected a registered letter or signed the acknowledgement of receipt. Conversely, if the Establishment violates the GTS or its own Rules & Regulations, the Client will be issued a refund for any amounts paid to the Establishment in the name of their Booking.
- Should MS Vacances need to terminate the contract binding the two parties, for its own reasons, before the Client's departure date from the Establishment, the Client will be offered a new stay, depending on availability, or a full or partial refund of the current stay. If the Client accepts that proposal, no compensation will be paid to them and, if the price of the new stay is lower than that of the initial stay, the difference will be refunded.
- Cancellation requests must necessarily be sent to the MS Vacances Reservation Department by registered letter with acknowledgement of receipt or by email.

## 1.7. CLIENT'S STAY

#### 1.7.1. Arrival

- MS Vacances reserves the right to verify the accuracy of the information contained in the summary of the Booking and in the other documents completed and submitted by the Client. If any key information proves to be incorrect (identity, number of guests, etc.), the Establishment reserves the right to terminate the contract as of right and without any further formalities or compensation. The Client may verify the accuracy

of the information contained in the summary of the Booking and in the other documents completed and communicated to them by MS Vacances. If any key information proves to be incorrect (length of stay, choice of Establishment, etc.), the Client should contact the Reservation Department directly, either by phone on +33 (0)253 817 000 or by email, in order to correct that information before entering into a contract with MS Vacances. If the Client only notices the incorrect information after having made a payment confirming their Booking, they can modify their Booking under the conditions laid down in Article 1.3.9.

- Camping pitches are available to Clients from 2 pm (3 pm in low season),
- Accommodations are available from 3 pm.
- Clients will be asked the following security deposits by bank card:

**CAMPING PITCH'S DEPOSIT: €80**  
**SIGNATURE CAMPING PITCH'S DEPOSIT: €160**

**ACCOMMODATION'S DEPOSIT: €200**

**HOUSEKEEPING DEPOSIT:**

Range 2 : <b>€130</b>	
Range 5 (without water supply): <b>€130</b>	Range 4 : <b>€145</b>
Ranges 5 and 4/6 : <b>€160</b>	Range 5/7 : <b>€175</b>
Range 6 and 6/8 : <b>€205</b>	Range 8 : <b>€235</b>
Ranges 4 and 5 (2 bathrooms) : <b>€205</b>	Range 6 (2 bathrooms) : <b>€250</b>
Range 8 (2 bathrooms) : <b>€280</b>	Range 6 + 2 (3 bathrooms) : <b>€370</b>

The "Ranges" in this table refer to the Accommodation's maximum capacity in terms of persons.

**1.7.2. During the stay**

- The Establishment will make every effort to fulfil its duty of watching over the grounds of the campsite. This duty is however limited as concerns actions by third parties like the theft of valuables not left in one of the safes provided by the Establishment (an optional extra to be purchased at reception at the start of the stay) or in the case of incidents falling under the Client's civil liability, including any force majeure events (fire, bad weather, etc.). All Clients must follow the Establishment's Rules & Regulations.
- The Client will be responsible for any disturbances or nuisances caused by the people staying with or visiting them.
- MS Vacances draws its Clients' attention to the fact that the Children's Clubs are open to children ages 4 and over at the time of the stay, and that no exceptions will be made to this rule. As a result, children can only be signed up if they are old enough on the day of their arrival. Registration may be declined if the quota for the child(ren)'s age range has already been met.
- The Establishment shall not be held responsible if WiFi is unavailable due to reasons like an outage on the public power grid, a telecommunications network outage, or loss of Internet connectivity due to the Establishment's public or private providers. WiFi access is subject to certain terms and conditions, which are available at reception or by phoning +33 (0)253 817 000. If WiFi is completely down during the Client's stay, and the Client had purchased the WiFi package (not including MS Vacances Establishments where WiFi is included in the Booking price at no extra charge), MS Vacances will issue a refund for that package.
- Cheques are not accepted as payment for sundry expenses on site at the Establishment.
- Activities and services: an insufficient number of participants is valid grounds for Cancellation.

**1.7.3. Departure**

- Camping pitches must be vacated by 12 pm and Accommodations by 10 am at the latest. For any late departures, the Client will be charged €20 per additional half-hour.
- Before leaving, any outstanding balance for the stay must be paid (all extras/expenditures incurred on site and not yet paid).
- Any unused credit will not be refunded or result in any kind of credit note being issued.
- On the scheduled departure date, Clients are asked to remove all their personal belongings and leave the Camping pitch or Accommodation empty. Based on the Client's selected options (cleaning package, rental of bed linens, etc.), cleaning instructions will be given

to them at check-in (or by the Reservation Department on request), including a checklist to be completed.

- If the Accommodation or Camping pitch has not been cleaned before departure and/or damage is found, additional fees will be charged.
- The cleaning package is subject to availability and must be booked at least 48 hours before departure.
- The security deposit will be refunded after inspection by the Establishment's teams and within 10 days.

**CLEANING PACKAGE:**

Range 2 : <b>€90</b>	Range 5 (without water supply): <b>€90</b>
Range 4 : <b>€100</b>	Ranges 5 and 4/6 : <b>€110</b>
Range 5/7 : <b>€120</b>	Ranges 6 and 6/8 : <b>€140</b>
Range 8 : <b>€160</b>	Ranges 4 and 5 (2 bathrooms) : <b>€140</b>
Range 6 (2 bathrooms) : <b>€170</b>	Range 8 (2 bathrooms) : <b>€190</b>
Range 6 + 2 (3 bathrooms) : <b>€250</b>	

The "Ranges" in this table refer to the Accommodation's maximum capacity in terms of persons.

**1.8. APPLICABLE LAW AND JURISDICTION**

- The GTS and the Establishment's Rules & Regulations are governed by French law. In the event of a dispute arising in connection with the GTS or the Establishment's Rules & Regulations, their interpretation or their effects, or with any documents supplementing or amending them, the Client should contact MS Vacances in any attempt to come to an amicable solution.
- Any complaints must be lodged with the Establishment's manager, if the subject arises during the course of the stay.
- Any subsequent complaints must be sent in writing (by registered letter with acknowledgement of receipt), within 30 days of the end of the stay, to the MS Vacances Group's Client Relations Department at:

**MS Vacances - Service Relation Clients**  
**635 Chemin de la Parée**  
**85 560 Longeville-sur-Mer – France**

In the absence of an amicable resolution, the Client may choose to:

- Use consumer dispute mediation: pursuant to Article L612-1 of the French Consumer Code regarding the "consumer dispute mediation process", the Client has the right to use the free mediation service offered by the Establishment if the Client has not obtained satisfaction a month later. In this case, that consumer rights mediator is CM2C. The Client may lodge their claim electronically on [www.cm2c.net](http://www.cm2c.net) (site in French), by sending a letter to CM2C at 14 rue Saint Jean, 75017 Paris, France, or by submitting it via the online dispute resolution system available at <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>, with the specification that the proposed mediation process cannot be imposed as a prerequisite to the Client bringing the matter before the competent court.
- Submit their claim to the competent French court.

**1.9. LIABILITY**

- The Client expressly recognises that MS Vacances may not be held liable for information provided by its partners, regardless of the medium.
- All of the photos and texts used in the catalogue, on the Website or on any other media are provided by way of illustration only and are not binding. It is possible that MS Vacances may eliminate some of the services or Amenities that it offers, in which case it will notify any Clients with Bookings at the Establishment in question, in writing.
- If a Client breaks any of the rules, MS Vacances reserves the right to take any appropriate measures against them, including their ejection from the Establishment, without prejudice to any legal recourse that it may take for reparation of any damage incurred.

# APPENDIX 1

## The Peace of Mind Guarantee

### YOUR PEACE OF MIND IS OUR TOP PRIORITY!

You can book with total confidence because all bookings with MS automatically include the Peace of Mind Guarantee at no charge, when made via [www.ms-vacances.com](http://www.ms-vacances.com) or by phone with our customer advisers. For an even greater level of protection, you can take out the «Esprit Libre» insurance.

What are the conditions for cancelling or changing a booking?

### 1. CANCELLATION, MODIFICATION OR TRANSFER OF YOUR BOOKING:

#### 1.1 – Cancelling or changing your booking<sup>(1)</sup>

You can change your mind at any time up to 45 days before arrival at the Campsite or Club!

- Bookings can be modified **FREE OF CHARGE**.
- Bookings can be cancelled for **JUST €30**.

#### Contract cancellation / modification fees for a stay in a cottage and camping pitch

For your information, for bookings more than 30 days in advance, a 30% deposit is requested (excluding the booking fee and «Esprit Libre» insurance payable at the time of booking). The remaining balance must be paid no later than 30 days before the beginning of the stay.

Date of cancellation / modification	45+ days before arrival	30 to 44 days before arrival	8 to 29 days before arrival	1 to 7 days before arrival	Arrival day to departure day
Cancellation fees	€30	20%	50%	90%	100%
Modification fees (lower price)	<b>FREE OF CHARGE</b> with refund of the difference	<b>FREE OF CHARGE</b> with credit for the difference			Without refund of the difference, without credit for the difference
Modification fees (higher price)	<b>FREE OF CHARGE</b> until the day of your arrival with payment of the difference				

#### 1.2 – Transferring your booking<sup>(2)</sup>

If you want to give your booking to family or friends, you can transfer your booking up to your scheduled arrival date, provided that the other person accepts all the same conditions (same booking dates, same accommodation, etc.).

There is a €30 fee to transfer the booking.

### 2. «ESPRIT LIBRE» INSURANCE:

For an even greater level of protection, MS Vacances offers the «Esprit Libre» insurance corresponding to 3.9% of the total amount of the stay, in addition to the Peace of Mind Guarantee. The «Esprit Libre» insurance must be selected and paid for at the time of booking.

The «Esprit Libre» insurance covers 95% of personal incidents, so long as it was random, outside the affected person's control and not initiated by them.

#### Why opt for the «Esprit Libre» insurance as a complement to the Peace of Mind Guarantee?

The «Esprit Libre» insurance is designed to provide guarantees for damages suffered BEFORE and DURING your trip. Because unforeseen events can happen to anyone (death, illness, hospitalization, loss of employment, etc.), MS Vacances strongly encourages you to take out the «Esprit Libre» insurance.

Despite the flexibility of our Peace of Mind Guarantee, in some cases (depending on the date the damage is suffered) it will be more advantageous for you to make a claim under the insurance so you can hold onto your holiday budget.

For example, if you book a cottage and need to cancel within 30 days of your arrival, you would have to pay between 50% and 90% of the total price under the Peace of Mind Guarantee. The «Esprit Libre» insurance however offers protection against a wide range of incidents.

#### The «Esprit Libre» insurance includes the following cover:

- trip cancellation
- trip interruptions
- forgotten personal possessions
- cost of a replacement vehicle.

#### Terms and Conditions of the Peace of Mind Guarantee:

Valid for bookings made with MS Vacances from 23/09/2024 onwards. The stated guarantee is first subject to its special terms and conditions, and then to the current Terms of Sale. Cancellation, modification or transfer requests must be sent to the MS Vacances booking team in writing (registered letter with acknowledgement of receipt, email, etc.). Any cancellation modification or transfer fees will be calculated from the date on the postmark for registered letters, or the date of receipt of the email. Refunds will be issued within a maximum period of 90 days, unless you, the customer, have specified otherwise in writing. In the event of cancellation or modification of a booking made with MS Vacances, the Peace of Mind Guarantee and the «Esprit Libre» insurance cannot be applied cumulatively.

#### (1) Cancellation, modification or transfer of a cottage or camping pitch booking at your request

In the event of full cancellation of a booking at your request, MS Vacances will refund the amount paid, minus the applicable cancellation fees depending on the amount of notice given. These fees are calculated based on the total price of the stay, with a minimum charge of €30.

- Cancellation fees are calculated based on the price of the cottage or the pitch (for the entire party) and the «Esprit Libre» insurance (if purchased), plus 100% of the booking fees paid. These fees must be a minimum of €30. In the event of cancellation on the scheduled arrival date, you will be charged for the total price of the stay.

- Modification of a cottage or camping pitch booking, resulting in a lower price

Within 44 days of the day before arrival, the credit note issued will correspond to the difference between the total price of the new stay and the amount already paid.

The credit issued is non-refundable and must be used within the current season (Booking, Reception, Loc'MS, MS Boutique). Within 7 days of the day before arrival, the only modifications possible (subject to availability) are those that do not affect the dates of the stay.

- Modification of a cottage or camping pitch booking, resulting in a higher price

You will be billed for the amount of the difference. Within 7 days of the day before arrival, the only modifications possible (subject to availability) are those that do not affect the dates of the stay. In the event the Client wishes to modify the booked Accommodation from D+1 of the arrival date, a €70 fee will be applied in addition to the new price of the stay.

- In the event of modification of the dates of stay

If a limited special offer was in effect at the time of the booking and has expired at the time of the modification, it will not be applied to the new stay (according to article 1.3.7 of the General Terms of Sale), a new booking contract will be drawn up.

- In the event of modification of the length of the stay, and more specifically if the initial booked length was under 7 nights and the new length is equal to or above 7 nights, the new stay will have value, inclusive of the VAT, at least equivalent as the value of the initial booked stay.

## **(2) Transfer of a booking**

In accordance with Article L211-11 of the French Tourism Code, a booking agreement may be transferred up to the arrival date if the transferee accepts the same conditions (same booking dates, same accommodation, etc.) as you. You must inform MS Vacances of the transfer (by registered letter with acknowledgement of receipt or by email), specifying the full name and address of the transferee and of the other members of their party. A new booking agreement will be drawn up in the name of the transferee. A processing fee of €30 will be charged to you, the original customer.

## 2. ESTABLISHMENT RULES & REGULATIONS

### INTRODUCTION

These Rules & Regulations are provided by way of example. At the Establishment, all instructions and rules attached to the different services and infrastructure must be followed. Failure to do so will namely lead to the barring of access to the service or infrastructure in question, for which MS Vacances may not be held liable.

### 2.1. ENTRY AND STAY REQUIREMENTS

To be allowed to enter, set up camp or stay at an Establishment, the Client will require the authorisation of the manager or their representative. The manager or the representative is responsible for the campsite's upkeep and order, as well as ensuring that holidaymakers comply with the present Rules & Regulations. The fact of staying at an Establishment entails acceptance of the provisions of these Rules & Regulations and a commitment to conforming to them. All holidaymakers and pets must wear the MS Vacances wristband at all times, for purposes of identification. No one shall be allowed to elect domicile at an Establishment.

### 2.2. POLICE FORMALITIES

- Anyone under 18 years of age must be accompanied by their legal guardian who will be responsible for them for the full duration of their stay.
- The applicable rate is based on the person's age during their stay, not their age on the Booking date.
- Minors unaccompanied by their parents are not allowed.
- Pursuant to Articles R814-1 et seq. of the French Code for the Entry and Residence of Foreigners and the Right of Asylum, the manager must have Clients of foreign nationality complete and sign an individual police form upon arrival. In particular, this form will include their: 1) full name; 2) date and place of birth; 3) nationality; 4) permanent address; 5) mobile phone number and email address; and 6) scheduled arrival and departure dates. Children under 15 can be included on one of their parents' forms. These police forms are kept for a period of 6 months.

### 2.3. RECEPTION

At reception, campers will find all the information they need about the campsite's Amenities, where to buy food, sport facilities, nearby tourist attractions and various other places which may be useful to them.

### 2.4. NOTICES

These Rules & Regulations are posted at the entrance to the Establishment and at reception. A copy is also provided to any Client requesting one. For rated campsites, the ratings category (specifying "Tourism" or "Leisure") and the number of tourism or leisure Pitches are also posted.

### 2.5. ACCOMMODATIONS & CAMPING PITCHES

Clients must set up on the allotted spot in accordance with the instructions given by the manager or their representative. MS Vacances staff are authorised to intervene when necessary for all Establishment Accommodations.

### 2.6. DEPARTURE TERMS

Clients who plan to leave before reception opens must pay for all of their additional extras/expenditures incurred on site and not yet paid, the night before their departure.

### 2.7. NOISE AND QUIET HOURS

Clients are asked to avoid any noise or discussions that could disturb their neighbours. The volume on audio devices must be adjusted accordingly. Vehicle doors and boots should also be closed as quietly as possible. The manager is responsible for the holidaymakers' peace and quiet between midnight and 7 am, during which hours complete silence must be maintained.

### 2.8. PETS

Pets are allowed on site, incurring an extra charge, limited to one pet per Camping pitch or Accommodation. Their vaccination records must be up to date at check-in. Pursuant to Article 211-1 of the French Rural and Maritime Fishing Code, and to the enforcing ministerial decrees and orders, attack dogs (like pit bulls) and guard dogs (like rottweilers) are prohibited. Dogs and other pets may not be left to run free, or even locked inside, in the absence of their owners, who shall be civilly liable for them. Any behavioural problems resulting from the owner's negligence (a dog left alone and barking, droppings not picked up, etc.) and requiring action by the Establishment's maintenance team will result in a €100 charge (including VAT). Stays with a pet can only be booked for certain categories of Accommodation.

### 2.9. VISITORS

With the authorisation of the manager or their representative, visitors may enter an Establishment under the responsibility of the Client receiving them. Clients can meet their visitor(s) at reception. Activities, services and Amenities are accessible to visitors with authorisation. However, there may be a charge for their use (pricing posted at the entrance to the Establishment or at reception). Visitors' cars are not allowed on the Establishment's grounds.

### 2.10. TRAFFIC AND PARKING

On the grounds of the Establishment, vehicle speed is limited to a maximum of 10 km/h. Vehicles are allowed to circulate between 7 am and midnight. Only vehicles belonging to holidaymakers staying on site may drive on the Establishment's grounds. Only one vehicle per Booking may enter the Establishment, except for 4 bedroom Accommodations which are allowed two vehicles. It is specified that these vehicles may park on the Accommodation or Camping pitch or, in some cases, in a car park close to the Accommodation or the Camping pitch. Vehicles must be parked in such a way that does not block the flow of traffic or prevent new guests from setting up on their own spot. The gates will be closed from midnight to 7 am. During those hours, any attempt to force them open is strictly prohibited. The manager will make every effort to fulfil the Establishment's duty of watching over the grounds of the campsite. This duty is however limited as concerns actions by third parties resulting in damage to a Client's or a visitor's vehicle on the Establishment's grounds or in an internal or external car park. One vehicle may not follow immediately after another to enter or exit the property, and the gates may not be manipulated to allow another vehicle to enter or exit.

### 2.11. UPKEEP AND APPEARANCE OF THE FACILITIES

Each person is bound to abstain from any actions that could damage the cleanliness, hygiene or appearance of the Establishment and its facilities, particularly its toilet and shower blocks. Wastewater may not be disposed of on the ground or in the gutters. Clients must empty their wastewater in the facilities provided for that purpose. Household and other waste must be placed in the bins. Washing may only be done in the sinks provided for that purpose. Laundry may never be hung from trees. Planted arrangements and floral decorations must be respected. Clients are prohibited from driving nails into trees, cutting their branches or planting any new growth. Personal methods or trenches dug in the earth may not be used to delimit the location of a facility. Any damage caused to the vegetation, fencing, land or facilities at an Establishment will be charged to the Client. The place used during the stay must be maintained in the same condition as when the Client arrived on-site. At all MS Vacances Establishments, shared indoor spaces and Accommodations are always non-smoking. Campers are strictly prohibited from plugging an electric grill into the Establishment's facilities (Accommodation, power hook-ups, etc.). Charging stations for electric vehicles are available for a fee. It is strictly prohibited to plugg into the Establishment's facilities (Accommodation, power hook-ups, etc.). It is strictly forbidden to wear swimming shorts (such as Bermuda shorts or floating shorts, for example), wetsuits or similar garments for swimming. No exemption will be granted. It is understood that swimming shorts

are permitted on the poolside (out of the water). Children up to and including 6 years of age may wear lycra-type anti-UV swimming T-shirts. Appropriate dress is required in common areas.

### 2.12. SAFETY & SECURITY

#### 2.12.1. Fire

Open flames (using wood, charcoal, etc.) are strictly prohibited. Stoves must be maintained in good working order and may not be used in unsafe conditions. Notify management immediately in the event of a fire. Fire extinguishers are available in case of need. A first aid kit is available at reception and at the water park's surveillance station. In the event of an evacuation, see the Establishment's evacuation plan.

#### 2.12.2. Theft

MS Vacances will make every effort to fulfil its duty of watching over the grounds of the campsite. This duty is however limited as concerns actions by third parties like theft on the Establishment's property during the Client's stay. Only property kept in one of the safes available for hire from Reception is guaranteed by the Establishment. Clients are invited to take the usual precautions to protect their property.

### 2.13. MINORS

All persons under the age of 18 shall remain under the responsibility and the supervision of their parents or legal guardians.

### 2.14. GAMES

No violent or disruptive games may be played in or close to the facilities. The conference room cannot be used for action games. Children must always be under parental supervision.

### 2.15. STORAGE

No equipment not in use may be left on the grounds without management's agreement and then only in the agreed location. A fee may be charged for this service.

### 2.16. VIOLATIONS OF THE RULES & REGULATIONS

In the event of serious or repeated violations of the Rules & Regulations, and after the manager has issued a warning to comply with them, the manager may elect to terminate the contract. In the event of a criminal offence, the manager may call in law enforcement.

### LEGAL INFORMATION

MS Vacances Group: a simplified joint stock company with registered capital of €23,984 – SIRET business registration number 384 598 421 000 12 – APE activity code 6420Z.

# PRIVACY POLICY

## of personal informations

MS Vacances, a simplified joint stock company registered with the La Roche-sur-Yon Trade and Companies Register under number 384 598 421, with head offices located at 635 Chemin de la Parée, 85560 Longeville-sur-Mer, France, places a priority on protecting personal data.

MS Vacances is particularly attentive to compliance with the applicable privacy protection and personal data processing provisions of the EU General Data Protection Regulation (GDPR) and the French Data Protection Act no. 78-17 of 6 January 1978.

The purpose of this Privacy Policy is to inform Data Subjects of the existence of the Processing set up by MS Vacances in its capacity as Controller and the methods used for that Processing.

### 1. DEFINITIONS

The following terms will be understood as having the below meanings when capitalized herein, whether used in singular or plural form:

**Account:** a personal account (as defined by the GTS) created by a Customer on the Website ;

**App:** the application made by Cool'n Camp for MS Vacances Customers who want to take advantage of available concierge services during their stay ;

**Controller:** the natural person or legal entity that determines the purposes of and methods used by the Processing ;

**Customer:** any adult natural person making a booking with MS Vacances for their own personal purposes, under the terms and conditions laid down in the GTS ;

**Data subject:** a natural person whose Personal Data are processed by MS Vacances, corresponding to the definition of the term "User" below ;

**Device:** the hardware (computer, tablet, smartphone, telephone, etc.) used by the Data Subject to view or display the Website and/or any other digital media published by a third party ;

**ESC / Municipal Partnership:** a partnership between a public or private legal entity and MS Vacances, allowing that entity to make bookings via the dedicated "ESC / municipal partnership" section of the Website ;

**GTS:** the General Terms of Sale, available on the Website ;

**Intermediate Archiving:** the relocation of Personal Data that continue to be of administrative interest (for example, in the event of a dispute) and/or that are legally required to be retained, to a separate database that is logically or physically segregated and, in either case, to which access is limited. This archive is an intermediate step before the deletion or anonymization of the concerned Personal Data ;

**Lease Agreement:** a contract signed by a site manager and a Lessee for the lease of a pitch, under the terms and conditions set forth therein ;

**Lessee:** any adult natural person entering into a lease with the site manager, for their own personal purposes, the terms of which are defined in their Lease Agreement ;

**MS Vacances:** the company referenced in the legal notice which is available on the Website, acting in the capacity of Controller;

**Personal Data:** personal data relating to a Data Subject (as defined by the Personal Data Regulation) which are collected and processed by MS Vacances ;

**Personal Data Regulation:** the French Data Protection Act no. 78-17 of 6 January 1978, pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ;

**Privacy Policy:** this data protection and privacy policy applicable to Data Subjects, which has been implemented by MS Vacances and which forms an integral part of the GTS and the Lease Agreement ;

**Processing:** any Processing operation or set of operations carried out by MS Vacances in its capacity as Controller, using the Personal Data collected via the Website or directly by MS Vacances ;

**Special rights:** the rights granted to Data Subjects by the Personal Data Regulation, as concerns the Processing of their Personal Data.

**User:** any user visiting the Website, including current and prospective Customers and Lessees.

**Website:** the Website that is available at the URL <https://www.ms-vacances.com>, on which this Privacy Policy is hosted .

### 2. PERSONAL DATA PROCESSING

MS Vacances uses Personal Data to provide access to the Website, use thereof and any enhancements thereto and, generally speaking, in connection with the Data Subjects' relations with MS Vacances, for the purposes of:

- Account creation and management: this Processing is based on the legitimate interest of MS Vacances, for which the Personal Data are retained for a period of three years following the date of the last contact with the Data Subject in question;

- Operations relating to the business relationship between MS Vacances and the Data Subjects as concerns invoicing and accounting: this Processing is based on the contractual execution of the GTS with the Customers or execution of the Lease Agreement with the Lessees, for which the Personal Data are kept throughout the financial year and then stored in Intermediate Archiving for a period of 10 years from close of the financial year;

- Commercial communications operations, namely carried out by electronic means, such as sending the MS Vacances newsletter to the Users (which may contain information about the latest news from the company) or organizing contests, on condition that the User has ticked the relevant box: this Processing is based on the Data Subjects' consent, for which the Personal Data are kept for a period of three years from the date of the last contact with the Data Subject in question;

- Commercial communications operations carried out by post (by sending greeting cards to Customers in order to maintain their connection with MS Vacances) or by telephone: this Processing is based on the legitimate interest of the Data Subjects, for which the Personal Data are retained for a period of three years from the date of the last contact with the Data Subject in question;

- Contest organization: this Processing is based on the contractual execution of the relevant contest rules, for which the Personal Data are stored in an active database for the duration of the contest in question and then transferred to Intermediate Archiving for a period of five years from the date of the last contact with the Data Subject in question;

- Monitoring of Customer / Lessee relations, namely including complaint management: this Processing is based on the contractual execution of the GTS / Lease Agreement, for which the Personal Data are stored in an active database for the duration of the contract and then transferred to Intermediate Archiving for a period of five years;

- Supervision of children ages 4 to 14 who are enrolled in MS Vacances kids' clubs and their diets (with the specification that the optional collection of sensitive data like data relating to allergies or health information requires the prior consent of the concerned minor's legal guardians to the Processing of the child's health data): this Processing is based on the legitimate interest of MS Vacances, for which the Personal Data are kept throughout the concerned Data Subjects' time at the MS Vacances site;

- Use of the Website: this Processing is based on the legitimate interest of MS Vacances in allowing Users to browse the Website, for which the Personal Data are kept for the duration of the visit to the Website;

- Production of commercial statistics, analyses and marketing tools (particularly ratings, scores, etc.): this Processing is based on the Data Subjects' consent, for which the Personal Data are retained for a period of 13 months;

- Management of requests to exercise any Special Rights under the terms and conditions of Article 9 ("Special Rights") below: this Processing is based on a legal obligation of MS Vacances, for which the Personal Data are stored in an active database for the duration of handling of the request and then transferred to Intermediate Archiving for a period of five years;

- Management of disputes and Lessees' outstanding balances: this Processing is based on the legitimate interest of MS Vacances, for which the Personal Data are stored in an active database until the issue is resolved and then transferred to Intermediate Archiving for a period of five years;

- Fraud prevention: this Processing is based on the legitimate interest of MS Vacances, for which the Personal Data are retained for a period of six years;

- Management of police forms: this Processing is based on a legal obligation of MS Vacances under Article R611-42 of the French Code for Entry and Residence of Foreigners and Right of Asylum, for which the Personal Data are kept for a period of six months;
- Recruitment management via the "Job offers" section of the Website: this Processing is based on pre-contractual measures, for which the Personal Data are stored throughout the hiring process;

- Retention of job applications: this Processing is based on the applicants' consent to MS Vacances retaining their applications so they may be recontacted at a later date, for which the Personal Data are kept for a period of one year;

- Management of the "ESC / municipal partnership" section of the Website where partners can make bookings: this Processing is based on the contractual execution of the partnership between MS Vacances and the concerned Economic and Social Committee or municipality, for which the Personal Data are retained for the duration of the partnership agreement and then transferred to Intermediate Archiving for a period of five years.

If, at the time of registration, a Data Subject ticks the relevant box, MS Vacances may use their data to communicate with them, namely by email and text message.

This Processing is performed in accordance with the Personal Data Regulation.

Each User is asked to review this Privacy Policy, which is available on the Website or by request sent to MS Vacances at the following email address: [rgpd@ms-vacances.com](mailto:rgpd@ms-vacances.com).

### 3. PERSONAL DATA COLLECTION

MS Vacances collects the following categories of Personal Data when Data Subjects browse the Website, create an Account, add more information to that Account or enter into telephone, email or in-person discussions with MS Vacances:

- Identification data: full name, date of birth, postal address, email address, telephone number and vehicle number (attached to a booking for parking purposes);
- Professional information: CVs and cover letters submitted by job applicants via the "Job offers" section of the Website;

- Economic and financial information: bank details, invoicing data and references to the insurance policies taken out by Customers and Lessees;

- Log-in data: the identifiers and passwords (not stored in clear text) that Users use to access their Accounts on the Website;

- Browsing data: date, time, IP address and pages viewed by a Data Subject when visiting the Website. Essential information is indicated by an asterisk (\*) on MS Vacances forms. Anyone who chooses not to provide this required information will not be able to

access all the MS Vacances services.

MS Vacances collects the Personal Data entered when making a booking on the Website or communicated by telephone, email or in person to any MS Vacances establishments. To that end, MS Vacances processes the Personal Data of the person providing the information as well as the full names and dates of birth of the other people in their party (including any children).

#### 4. PERSONAL DATA STORAGE

The Website is hosted by the company whose contact information is available by clicking [here](#). Every precaution is taken to store the Data Subjects' Personal Data in a secure environment and to prevent them from being altered, damaged or accessible by any unauthorized third parties. The information provided by a Data Subject will never be transmitted to third parties for commercial purposes, nor will it be sold or exchanged.

#### 5. RECIPIENTS OR CATEGORIES OF RECIPIENTS

As part of its business operations, MS Vacances may make use of processors commissioned to provide certain services on its behalf. Consequently, some Personal Data may be transmitted to them. However, these processors are not permitted to use the Personal Data for purposes other than those requested by MS Vacances.

The Personal Data gathered by MS Vacances are reserved for the exclusive use of the latter and for processors that are responsible for:

- Hosting the Website;
- Developing and maintaining the Website;
- Providing the database of Customers and Lessees;
- Providing the App;
- Making telephone calls to Users.

As Controller, MS Vacances will refrain from transferring any Personal Data outside the European Union. Should any Personal Data be the subject of such a transfer, MS Vacances will implement appropriate safeguards, in accordance with the GDPR, and will in particular implement the current versions of the standard contractual clauses adopted by the European Commission.

Personal Data recipient	Nature of the transferred Personal Data	Purpose of the transfer	Location of the Personal Data	Level of protection offered by the country or exception provided by the Personal Data Regulation
COOL N'CAMP	Identification data Booking information	Use of the App	App hosted on Amazon Web Services servers located in the European Union. Notifications sent by the company OneSignal, located in the USA. Invitations to log into the App sent by MailChimp, located in the USA.	Adequate (including for Personal Data transfers to the USA)
OVH	All Personal Data processed via the Website	Hosting of the Website	France	Adequate
SEPTEO	All Personal Data processed via the Website	Tracking of Customers and Lessees via a dedicated database	Ireland	Adequate
PERFORMANCE AGENCY	All Personal Data processed via the Website	Website development and maintenance	France	Adequate
ADICTIZ	All Personal Data processed via the Website	Organization of contests	European Union	Adequate

#### 6. HYPERLINKS

From the Website, Users can navigate to other websites (such as TripAdvisor) and social media (Facebook, Instagram and YouTube) by means of hyperlinks. If a User decides to click on one of those hyperlinks, they will leave the Website. MS Vacances recommends that Users should review the privacy policy of the other website or social media so they can see how it may use and share their data. When Users register for or log into MS Vacances services on social media, MS Vacances may collect their Personal Data in accordance with this Privacy Policy.

#### 7. RESPECT FOR DATA SECURITY AND CONFIDENTIALITY

Pursuant to the Personal Data Regulation, MS Vacances takes all appropriate technical, physical and organizational measures in view of the nature of the data and the risks posed by their Processing, so as to preserve the security and confidentiality of the Users' Personal Data, namely by preventing them from being altered, damaged or accessible by unauthorized third parties.

#### 8. ONLINE TRANSACTION SECURITY

In accordance with the GTS, the Website uses the secure payment interface provided by its online payment service provider (CIC Monetico) to secure its Customers' bank transactions.

As a result, when a Customer makes a payment on the Website, their details are transmitted in encrypted form to CIC Monetico, without MS Vacances having any access thereto.

MS Vacances does not collect the full number of the Customer's credit/debit card or its security code.

Any Data Subjects wishing to exercise the rights identified in Article 9 ("Special Rights") in relation to their credit/debit card information should contact CIC directly.

#### 9. SPECIAL RIGHTS

Pursuant to the Personal Data Regulation, Data Subjects may exercise the following Special Rights at any time:

- Right of access;
- Right to rectification;
- Right to erasure;
- Right to restriction;
- Right to data portability;
- Right to object;
- Directives in the event of their death.

##### 9.1. Right of access

A Data Subject may obtain from MS Vacances confirmation as to whether or not Personal Data concerning them are being processed and, where that is the case, access to the Personal Data and the following information:

- The purposes of the Processing;
  - The categories of Personal Data concerned;
  - The recipients or categories of recipients to whom the Personal Data have been or will be disclosed;
  - Where possible, the envisaged period for which the Personal Data will be stored or, if not possible, the criteria used to determine that period;
  - The existence of the right to request from MS Vacances rectification or erasure of Personal Data or restriction of Processing of Personal Data concerning the Data Subject or to object to such Processing;
  - The right to lodge a complaint with the CNIL (French Data Protection Authority);
  - Where the Personal Data are not collected from the Data Subject, any available information as to their source;
  - The existence of automated decision-making, including profiling, and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such Processing for the Data Subject.
- Where Personal Data are transferred to a third country or to an international organization, the Data Subject shall have the right to be informed of the appropriate safeguards relating to the transfer.

MS Vacances will provide a copy of the Personal Data undergoing Processing.

For any further copies requested by the Data Subject, MS Vacances may charge a reasonable fee based on administrative costs.

Where the Data Subject makes the request by electronic means, and unless otherwise requested by the Data Subject, the information shall be provided in a commonly used electronic form.

The Data Subject's right to obtain a copy of their Personal Data shall not adversely affect the rights and freedoms of others.

##### 9.2. Right to rectification

The Data Subject may obtain from MS Vacances without undue delay the rectification of inaccurate Personal Data concerning them. The Data Subject also has the right to have incomplete Personal Data completed, including by means of providing a supplementary statement.

##### 9.3. Right to erasure

The Data Subject has the right to obtain from MS Vacances the erasure of Personal Data concerning them without undue delay where one of the following grounds applies:

- The Personal Data are no longer necessary in relation to the purposes for which they were collected or otherwise processed by MS Vacances;
- The Data Subject withdraws consent on which the Processing of their Personal Data is based, and where there is no other legal ground for the Processing;
- The Data Subject exercises their right to object under the conditions reproduced below, and there are no overriding legitimate grounds for the Processing;
- The Personal Data have been unlawfully processed;
- The Personal Data have to be erased for compliance with a legal obligation;
- The Personal Data were collected from a child.

##### 9.4. Right to restriction

The Data Subject has the right to obtain from MS Vacances restriction of Processing of Personal Data concerning them where one of the following grounds applies:

- MS Vacances verifies the accuracy of the Personal Data after the Data Subject contests the accuracy of the Personal Data;
- The Processing is unlawful and the Data Subject opposes the erasure of the Personal Data and requests the restriction of their use instead;
- MS Vacances no longer needs the Personal Data for the purposes of the Processing, but they are required by the Data Subject for the establishment, exercise or defence of legal claims;
- The Data Subject has objected to Processing under the conditions reproduced below, and MS Vacances verifies whether its legitimate grounds override those of the Data Subject.

##### 9.5. Right to data portability

The Data Subject may receive from MS Vacances the Personal Data concerning them, in a structured, commonly used and machine-readable format where:

- The Processing is based on consent or on a contract; and
  - The Processing is carried out by automated means. In exercising their right to data portability, the Data Subject has the right to have the Personal Data transmitted directly from MS Vacances to another controller designated by the Data Subject, where technically feasible.
- The Data Subject's right to data portability shall not adversely affect the rights and freedoms of others.

##### 9.6. Right to object

The Data Subject may object, on grounds relating to their particular situation, at any time to Processing of Personal Data concerning them which is based on the legitimate interest of MS Vacances. MS Vacances shall no longer process the Personal Data unless it demonstrates compelling legitimate grounds for the Processing which override the interests, rights and freedoms of the Data Subject or for the establish-



ment, exercise or defence of legal claims.

### 9.7. Directives in the event of death

The Data Subject may provide directives to MS Vacances in respect of the storage, erasure and disclosure of their Personal Data after their death, which directives can also be registered with a “certified trusted digital partner”. These directives, which are akin to a “digital will”, may designate a person responsible for their execution. Failing that, the Data Subject’s heirs will be designated for that purpose.

In the absence of any directives, the Data Subject’s heirs may contact MS Vacances in order to:

- Access the Personal Data Processing they need for the “organization and settlement of the deceased’s estate”;
- Receive the transmission of “digital assets” or “data that may be considered family souvenirs to which the heirs may be entitled”;
- Close the Data Subject’s Account on the Website and object to the ongoing Processing of their Personal Data.

In any case, the Data Subject may inform MS Vacances at any time that they do not wish their Personal Data to be shared with a third party in the event of their death.

## 10. EXERCISE OF SPECIAL RIGHTS

These rights may be exercised at any time by contacting MS Vacances:

- By email sent to [rgpd@ms-vacances.com](mailto:rgpd@ms-vacances.com);
- By post sent to MS Vacances - RGPD, 635 Chemin de la Parée, 85560 Longeville-sur-Mer, France.

For the fulfilment of requests to exercise these rights under the conditions set forth above, and in the event that MS Vacances has any doubts concerning the person making the request, MS Vacances may ask that the latter provide proof of their identity by communicating their full name and email address, accompanied by a copy of their valid official identification.

A response will be sent to the Data Subject within one month of the date of receipt of the request.

As needed according to the complexity and/or the number of requests, MS Vacances may extend that timeframe by two months, in which case it will so notify the Data Subject.

In the case of a request from a Data Subject to delete their Personal Data and/or in the case of exercise of their right to erasure, MS Vacances may still keep those Personal Data via Intermediate Archiving, for the duration needed to satisfy its legal obligations or for evidential purposes during the applicable limitation period.

The Data Subject may also lodge a complaint with the competent supervisory authority (the [CNIL](#)).

## 11. PASSWORD SECURITY

MS Vacances takes every precaution to ensure that Data Subjects’ passwords are stored securely.

However, the security of a password also depends on its construction.

As a reminder to Data Subjects, for a password to be valid, it must contain at least eight characters, with at least three of the following four types of characters: uppercase letters, lowercase letters, numbers and special characters.

Mnemonic techniques like these can be used to create complex passwords:

- Use the first letters of each word in a sentence and common abbreviations for words; for example, “Passwords should be easy to remember!” could become Psbez2r! as a password;
- Use a capital letter for nouns (like “Password”);
- Keep any punctuation (like !);
- Express numbers and words that sound like numbers as digits from 0 to 9 (like to -> 2).

Version in effect as from 23/09/24.