

**GENERAL TERMS AND CONDITIONS OF SALE
OF SKI LIFT PASSES AND ACTIVITIES**

Vallée des Belleville Operating Company (SEVABEL)

Simplified joint stock company with capital of €3,235,500.00

Chambéry Company Trade Register (RCS) no.: 353 065 964

Registered office: Gare de la télécabine du Mont de la chambre - Les Menuires - 73 440 LES BELLEVILLE, FRANCE

Postal address: BP 2 - Les Menuires - 73 442 LES BELLEVILLE CEDEX, FRANCE

Intra-community VAT no.: FR 02 353 065 964

Telephone no.: +33 (0)4 79 00 62 75

Email address: sevabel@compagniedesalpes.fr

Registered with ORIAS as an intermediary insurance agent under the number 17007391 (www.orias.fr),

Insured for professional liability, under the conditions provided by Article L220-1 of the Insurance Code, with Allianz IARD - 1, cours Michelet - CS 30051 - 92076 Paris Defense Cedex, France,

Operator of the MENUIRES/SAINT-MARTIN-DE-BELLEVILLE ski area, Hereinafter referred to as the "Vendor".

Article 1. AREAS OF APPLICATION

The present general terms and conditions apply to all ski lift Passes (hereinafter referred to as "Pass(es)") sold by the Operator Vallée des Belleville Operating Company (SEVABEL), which allow access to the ski areas of Les Menuires/Saint-Martin-de-Belleville, or the Vallée des Belleville (space linking to the ski areas of Val Thorens and Orelle) or Trois Vallées (space linking to the ski areas of Val Thorens, Orelle, Méribel and Courchevel) and to all leisure and sports activities sold by the Vendor, in addition to the sale of Passes (hereinafter "Activities").

The present general terms and conditions are applicable **from 12 October 2020** and valid exclusively for the winter season.

The terms of sale of Passes and non-skiing Activities valid for the summer season are defined in a separate document. These general terms and conditions are supplemented by the General Terms and Conditions of Use of Ski Lift Passes, attached.

Online purchases (on the website or automatic kiosks) are also subject to the Specific Terms and Conditions for Online Sales posted at the corresponding sales channel.

Should any provision herein be found lacking, it shall be considered governed by the current applicable practices in the ski lift industry for companies whose registered office is located in France.

The purchase of a Pass implies that the individual (hereinafter referred to as "Client(s)") has full knowledge of and accepts all the present general terms and conditions, without prejudice to usual methods of recourse.

These conditions concern exclusively natural persons identified as consumers, as defined by the preliminary article of the Consumer Code.

The Client acknowledges all responsibility to remain informed about the various Passes and, if applicable, Activities and proposed tariffs and to select the most suitable option. Under no circumstance shall the Vendor be held liable for the Client's choice.

Reminder: These general sales terms and conditions may be subject to modification at a later date, the version that applies to the Client purchase is that which is in force on the day the purchase is made.

Article 2. GENERAL TERMS AND CONDITIONS OF SALE FOR SKI LIFT PASSES

Article 2.1. Description of Passes

The present general terms and conditions apply specifically, without restriction or reservation, to all Passes sold by SEVABEL:

- In the resort's points of sale,
- On the automaton,
- On www.skipass-lesmenuires.com (hereinafter the "Website"),
- On recharging purchase terminals made available in certain points of sale.

Are offered for sale and in accordance with the price guides referred to in Article 2.4.1:

- "Titles with consecutive days" over a dated period;
- "Consecutive Hours Passes": The number of hours is deducted without interruption, in a continuous manner, from the first passage through the first access point of the ski lift. If, when the ski lifts close, the credit of hour(s) has not been completely used, the remaining hour(s) credit or fraction thereof cannot be carried over to a later date, nor refunded or exchanged.
- "Undated Passes": Their period of validity is limited to the current season. If, at the end of said season, this credit for days is not cleared, it will not be carried over to a later season, nor refunded or exchanged.

The Vendor, in its capacity as an Intermediary Insurance Agent, proposes the purchase of a "Carré Neige" insurance contract to the Client, in addition to the Pass purchase. This contract is subject to the insurance conditions, which the Client may consult at points of sale or download either directly from its website: www.carreneige.com or through a hypertext link on the Vendor's website: (www.skipass-lesmenuires.com).

IMPORTANT:

The issuance of each Pass results in a **proof of purchase**, which states the ski area and category (adult, child, etc.), the date limit of the validity period, the rechargeable card number of the **ski pass** and, if applicable, the insurance contract number.

This **proof of purchase** must imperatively be kept on the Client, who must be able to present it to the Vendor upon demand in case of inspection or specific circumstances (e.g. emergency, loss or theft of Pass, complaint).

Article 2.2. Physical medium of passes

The Pass is issued on a physical medium (hereinafter "Physical medium") mentioning its number, referred to as the "rechargeable card number".

The **Pass** is composed of a **physical medium** encoded with the **ski pass** and a **proof of purchase**.

A **rechargeable card** is issued, which can be used once or several times, provided the support is not altered. This card incorporates a chip encoded with the ski lift pass for access to one of the ski areas mentioned above. They are issued free of charge (at points of sale or at www.skipass-lesmenuires.com).

There is also a **customisable version** (first name and last name of the Client mentioned on the card), available for sale at the price of **three euros all taxes included (€3 including all taxes)**, exclusively at the physical points of sale of the Operator. It is guaranteed for three (3) years. This physical medium is non-refundable.

No new Pass can be registered until the Pass originally encoded on the ski pass is completely used. Otherwise, the initial pass will be irretrievably cancelled, and the Client cannot claim any compensation.

Only the registration of a "3 Vallées" extension will be possible and must be requested from the Operator's physical points of sale (see conditions posted at cashiers' points).

The title-holder of a physical medium does not benefit from any reduction on the price of the ski lift pass if recharged at a point of sale or online.

Article 2.3. Photograph of the client

For the sale of any "season" type Pass and the issuance of a "Disabled" Pass or complementary Pass valid for a period of one (1) day or more, the Client must submit a recent identity photograph showing the frontal view of the face, without sunglasses nor head covering of the Client.

This photo will be kept by the Operator in the computer ticketing system to facilitate any possible recharging or reissuing of the Pass, on the condition of the Client's prior consent (see "Protection of Personal Data").

Article 2.4. Tariffs and payment methods

2.4.1. Tariffs

The public tariffs for ski passes, the rechargeable card and Carré Neige insurance are posted at the Vendor's points of sale and on the website www.skipass-lesmenuires.com. Tariff charts are also available at the points of sale and Offices of Tourism.

These tariffs are expressed in Euros per person and include all taxes; they are established based on applicable taxes at the time of publication of the tariff chart and are subject to any changes in tax rates that may occur.

Discounts and complementary products are offered to various categories of persons according to the conditions posted at points of sale or on the website.

At the points of sale, discounted or free products are issued upon presentation of official ID documents at the time of purchase to justify the special rate.

Photocopies of ID will not be accepted.

No discounts or complementary products shall be granted after purchase.

Special rates are also available to disabled persons, according to the procedure defined in the tariff chart posted at points of sale. These passes are solely issued at physical points of sale of the Vendor.

All discounts will be applied based on the "solo or individual adult fare" and cannot be combined with any other offer or promotion in progress.

Moreover, certain offers or promotions may be exclusively available and/or reserved for specific sales channels (e.g. website).

In all cases, the age of the Client shall be determined by the person's age on the day of the beginning of validity of the Pass to be issued.

2.4.2. Payment methods

All issued Passes require payment of the corresponding tariff.

These payments are to be made in Euros either by cheque drawn from a French bank account, payable to the order of the Vendor, or in cash within the regulatory limits (see Articles L112-6 and D112-3 of the Monetary and Financial Code), by bank card accepted by the Vendor (French bank card, Visa, Eurocard Mastercard only) or by ANCV (French National Holiday Voucher Agency) vouchers (and Connect only on the website).

For all payments by cheque, the presentation of a valid identity document in the name of the chequebook holder is required.

For any purchase on the Website, payments by credit card and Connect ANCV vouchers are accepted only.

Article 2.5. Modalities of use of skipass dispensers

Ski pass dispensers allow the purchase and/or recharging of solely the Passes mentioned on the machines and are made available to Clients at certain points of sale or at partner sites of the Vendor. Payment can only be made by bank card via an automatic payment terminal.

Article 2.6. Interruption of ski lift operation

In the event of interruption of the operation of the lifts due to force majeure, the procedures are defined in Article 4.1 below.

2.6.1. If the Client chooses a “4 hours” or “1 day” Les Menuires/St Martin de Belleville Pass

The Vendor offers reduced rates only on the “4 hours” or “1 day” Les Menuires/Saint-Martin de Belleville Pass, in the event of bad weather or snow conditions that have a significant impact on ski-lift operating conditions. (See conditions at checkout point).

2.6.2. If the Client chooses a “Multi-Day” Pass (= 2 days or more, not including “season” Passes)

2.6.2.1. In the case of an interruption of more than five (5) consecutive hours AND interruption of over 80% of the ski lifts on Les Menuires/Saint-Martin de Belleville ski area and the case where applicable, in the event of closure of all the key links referred to in Article 2.6.2.2.

- If the Customer has opted for a Les Ménuires/Saint-Martin de Belleville Pass

Only an interruption of more than five (5) consecutive hours AND at least 80% of the ski lifts of the Les Ménuires/ Saint-Martin de Belleville ski area may give rise to a compensation of the damage suffered by the Customer holder of a «Mumti-Day» Pass under the conditions below.

- If the Customer has opted for a Pass 3 Vallées

Only one interruption of more than five (5) consecutive hours AND at least 80% of the ski lifts of the Les Ménuires/ Saint-Martin de Belleville ski area AND in case of closure of all the key links referred to in article 2.6.2.2. may give rise to compensation for the damage suffered by the Customer holding a Pass 3 Vallées under the conditions below.

In this both cases, the Client can submit a compensation request form at the Vendor's reception desks or points of sale.

Once the qualifying factors outlined in paragraph one of this section have been established, compensation is determined according to the number of days during which the Client could not use his Pass due to the interruption of service; the last day taken into consideration in all cases shall be the expiration date of the validity of the Pass in question.

The client may choose compensation among the options listed below (this choice is irrevocable and cannot be called into question for any reason whatsoever):

1. **Extension** of the period of validity of the Pass concerned by issuing a new Pass, of the same type and of a duration equal to the number of compensable days as defined above (which shall begin on the day after expiration of the initial Pass, or from the first day of the resumption of service, if later than this date).
2. Receipt of a **credit voucher**, which must be used before the end of the winter season following the ongoing Season (S +1). The amount of credit is determined by the procedure described in point 3 below.
3. **Reimbursement**, calculated on a pro-rata basis, according to the number of days the ski lifts were interrupted.

For example, in the case of an interruption of at least 80% of the ski lifts as indicated above for a period of three (3) days, the Client, titleholder of a Six (6) days Pass will be reimbursed for 3/6^{ths} of the purchase price of his Pass.

2.6.2.2. In the case of an interruption of more than five (5) consecutive hours AND of all the key links of the ski area of the 3 Vallées from Les Ménuires/ Saint-Martin de Belleville (Multi-Day Pass 3 Vallées) management of the damage suffered by the Customer holder of a Pass 3 Vallées in the conditions below.

List of ski lifts says « Key Links » :

1. Saint-Martin Express
2. Becca
3. Granges
4. Teppes
5. Roc 2
6. Bruyères 2
7. Mont de la Chambre

Only an interruption of at least five (5) consecutive hours AND of all the Key Links mentioned above may give rise to compensation for the damage suffered by the Customer holder of a 3 Vallées Multi-day Pass, under the conditions below.

In this case, the Client can submit a compensation request form at the Vendor's reception desks or points of sale.

The client may choose compensation among the options listed below (this choice is irrevocable and cannot be called into question for any reason whatsoever):

1. Receipt of a **credit voucher**, which must be used before the end of the winter season following the ongoing Season (S +1). The amount of credit is determined by the procedure described in point 3 below.
2. **Reimbursement** for a flat-rate amount of twelve (12) euros per day impacted by the interruption meeting the conditions set out above and regardless of the purchase price of the initial Pass. This flat-rate amount was determined on the basis of the difference between the daily rate applicable to the Menuires/St Martin ski area Belleville (accessible area) and the 3 Vallées.
For example: for a stop of at least five (5) consecutive hours and of all the Key Links as defined above for three (3) days, a Customer holding a Pass 3 Vallées six (6) days will be reimbursed twelve (12) euros per impacted day, or thirty-six (36) euro.

2.6.3 Common provisions

No compensation will be rewarded before the expiration date of the Pass in question.

These interruptions do not include the official closing times and days of the ski lifts available on the website and at the Seller's points of sale.

Any Customer holding a Title 3 Vallées acknowledges that the two compensation procedures referred to above (Articles 2.6.2.1 and 2.6.2.2) are not cumulative for the same day of interruption.

The Client cannot claim any sum or benefit exceeding the chosen compensation.

The compensation request, accompanied by the relevant documents (original or scan of the Pass, proof of purchase, request for compensation mentioning the specific compensation choice), must be provided in person or sent to the Vendor, in compliance with the procedure defined in Article 4.3 below.

Compensation shall be rewarded no later than two (2) months following the receipt of all documents relating to the compensation request.

NB: Only Passes which were obtained and paid for directly by Clients to the Vendor may result in compensation. In all other cases, the Client must refer to the General Conditions of Sale of the entity from whom the Pass was purchased.

Article 2.7. Ski area closed by government decision due to COVID 19 health crisis

In the event of a health crisis with an administrative decision to close the ski area, the Customer may request, free of charge, the reimbursement of his Pass by completing the form available at the following address <https://ticketoski.fr/en/les-menuieres>. The refund request must be accompanied by the supporting documents (copy of the Pass mentioning the rechargeable card number, proof of sale and RIB with IBAN and BIC).

The amount of the refund will be calculated in proportion to the closed days by administrative decision during the period of validity of its Pass.

In the case of a "Season" Title, the duration taken into account to calculate the prorata amount temporis of the refund begins from the date of opening of the station and ends on the initially scheduled closing date. The refund can only be calculated once this closing date has been reached, in order to take into account the possibility of a reopening of the ski area during the season. Subject to having a complete file, the Vendor then has a period of 30 days to proceed with the refund.

Article 2.8. Reimbursement

If Passes issued are unused or not fully consumed, they cannot be reimbursed or exchanged, except in the circumstances detailed in Article 2.6, 2.7 and 4.1.

The Client may subscribe to specific insurance which covers this type of risk and may also cover rescue fees in the event of an accident on the ski slopes or ski lifts. All related information is available at points of sale.

ARTICLE 3. GENERAL TERMS AND CONDITIONS OF SALE FOR ACTIVITIES

The present general terms and conditions specifically apply, without restriction or reservation, to any purchase of Activities sold by the Vallée des Belleville Operating Company (SEVABEL), the Vendor, to Clients.

Article 3.1. Activities and point of sale descriptions

3.1.1. Vendor Activities

The present general terms and conditions specifically apply, without restriction or reservation, to any purchase of Activities sold by the Vallée des Belleville Operating Company (SEVABEL), as follows:

- "Speed Mountain";
- "Roc'n Bob";
- "First Track" the calendar for which is available on the Vendor's website <https://www.skipass-lesmenuieres.com/> (hereinafter the "Website"). It states that the Client may only take part in the "First Track" Activity if they hold a valid Pass providing access to the ski lift.

They are available to buy online and at all points of sale.

3.1.2. Activities sold on behalf of Partners

The Vendor also offers Activities for sale on behalf of partners (hereinafter "Partner(s)"). A list of which is available in Appendix 1 of the present terms and conditions, as follows:

- "Roc'n Bike";
- "Roc'n Trott";
- "Easy Trott".

Such Activities are available to book and sold from the "Roc'n Bob" point of sale located at the bottom of the Roc 1 gondola lift.

In all cases, the Vendor deals only with the Partners concerned. On no account does the Vendor intercede in sales nor does the Vendor have a legal relationship with Clients.

Consequently, only the Partner's general terms and conditions of sale apply.

3.1.3. Common provisions

Each purchase of an Activity by the Client generates a proof of purchase.

The main characteristics of Vendor Activities sold on behalf of Partners are laid out in the tariff charts available from the points of sale as referred to in **article 3.3**, and on the Vendor's Website.

Article 3.2. Passes

Activities, with the exclusion of the "First Track" Activity, are loaded onto a Pass as referred to in **article 2.2**. Clients in possession of such a Pass may load Activities directly onto the aforementioned Pass.

Passes in a good state of repair may be recharged directly at all points of sale.

When the "First Track" Activity is sold online, the Client will receive an order confirmation including a single-use QR code allowing them to access the Activity.

When a Client registers for the "First Track" Activity at a point of sale in the resort, the Vendor processes the order. Once finalised, the Client will receive an order confirmation including a single-use QR code allowing them to access the Activity, sent to the email address provided to the Vendor.

Article 3.3. Tariffs and methods of payment

3.3.1. Tariffs

The Activities offered by the Vendor are provided at the current prices as advertised in the tariff charts available from the Vendor's points of sale. Prices are expressed in euros, inclusive of all taxes (TTC).

These prices are fixed and non-revisable during their date validity period. The Vendor reserves the right, outside of this validity period, to modify prices at any time.

3.3.2. Methods of payment

Prices are payable in full on the day the purchase is made.

Payment is made in euros, either by cheque drawn on a French bank account made out to the Vendor, or in cash within the sum of regulatory limits (cf. articles L112-6 and D112-3 of the Monetary and Financial Code), by bank card accepted by the Vendor or ANCV holiday cheques (and Connect for the Activities marketed online)..

All payments by bank card must be accompanied by the presentation of valid ID in the name of the account holder.

Article 3.4. Refunds

Undated Activities ("Speed Mountain" and "Roc'n Bob") that are partially or totally unused by the end of the winter season will be lost and no exchange or refund will be made.

The Activities dated ("First Track") may give rise to compensation only in the event of cancellation of the Activity by the Seller. In this event, if the Vendor is not able to postpone the Activity to a date during the Client's stay, the Client will receive a refund for the aforementioned Activity.

The refund will be made within two (2) months at the latest following the receipt of documents relating to the refund request (proof of purchase and/or order confirmation including QR code).

It is hereby stated that no compensation will be available for the "First Track" Activity to Clients who fail to arrive on the date as shown on their order confirmation.

ARTICLE 4. COMMON PROVISIONS

Article 4.1. Force majeure

Any force majeure event within the meaning of Article 1218 of the Civil Code shall give rise to the suspension or termination of the contract under the conditions provided for in Articles 1351 and 1351-1 of the Civil Code.

Article 4.2. Client Photography

It is hereby stated that the Saint-Martin chair lift, as well as the "Speed Mountain" Activity are equipped with automatic Client photography systems. Should they wish, the Client may:

- Obtain photographs taken on the Saint-Martin chair lift from the automatic dispenser located at the top of the relevant chair lift;
- Obtain photographs taken during the "Speed Mountain" Activity from the point of sale of the aforementioned Activity.

As such, the Client or the Client's legal representative agrees to authorise, irrevocably and with their full knowledge, the Vendor's and/or their assigns' right to capture, save and publish their image taken during use of the chair lift in question and/or the "Speed Mountain" Activity, and to exploit the usage rights they hold on the image resulting from use of the chair lift or Activity.

Photography constitutes personal data and is subject to regulations, specifically the European 2016/679 regulation of the 27th of April 2016 relating to the protection of individuals with regard to the management of personal data and the free movement of such data.

The photograph is processed digitally so that the Client may use it as they wish after taking the Saint Martin chair lift and/or using the "Speed Mountain" Activity.

The aforementioned processing is carried out in accordance with the conditions as defined in our general conditions of use.

Article 4.3. Complaints

All complaints must be addressed to the Vendor within a period of two (2) months following the beginning of the occurrence that prompted the complaint, without prejudice to recourse and deadlines of mediation and/or without pursuing legal action defined in article 4.6.

All claims must be sent to the following address:

SEVABEL- Service Accueil-Relation Client - BP 2- Les Menuires - 73442 Les Belleville Cedex, France or by email: sevabel@compagniedesalpes.fr or completed at the following address: <https://ticketoski.fr/fr/les-menuires>.

Article 4.4. Intellectual property

The Client acquires no ownership or user rights and is prohibited from using the names, signs, symbols, logos, brands, copyright or other literary, artistic or industrial property rights of the Vendor.

Article 4.5. Protection of personal data

Personal data collected during the sale of ski Passes is processed with the purpose of:

- Processing the order. The use of data is necessary to execute the sales contract that the Client concludes with the Vendor;
- Sending the Client promotional offers, newsletters, invitations to participate in games or contests and satisfaction surveys. Messages sent by the Vendor are based on the legitimate interest of the latter to develop its activities; messages sent by the Office of Tourism of Menuires, or by commercial partners of the Vendor and its affiliated companies (Groupe Compagnie des Alpes), process the data based on the Client's consent.
- Responding to inquiries, comments and complaints filed by the Client. This usage is based on the Client's consent.

All data requested by the Operator for issuing the Pass is compulsory. Providing other information is optional. The data processing is carried out under the responsibility of the Operator, represented by Mr Didier BOBILLIER, General Director, whose contact details are indicated in the header of these General Terms and Conditions.

The collected data is intended for:

- The Vendor;
- All providers whose involvement is required for carrying out the processing mentioned above;
- The Menuires Office of Tourism, commercial partners of the Operator and affiliated companies (Groupe Compagnie des Alpes), if the Client has granted consent.

The collected data may be transferred to a non-member country of the European Union. The Client can obtain additional information on the sharing of data and applicable guarantees from the Vendor.

The data is kept for the following periods of time:

- Data collected to process orders for products and services:
 - If the order is made at a physical desk, for five years from time of collection.
 - If the order is made electronically, for five years from time of collection if the amount of the order is inferior to €120, for ten years if the amount of the order concluded electronically is equal to or greater than €120.

By exception, the number and expiry date of the Client's bank card are kept on file in all cases, for 15 months after the last debit date for evidence purposes in the event of a dispute of the transaction carried out remotely. The cryptogram is not retained after the transaction.

By exception, Photographs necessary for the purchase of a Pass requiring a photo are kept for three years from the date of collection, to facilitate the reissue of the Pass from one season to another,

- Data collected to send the Client informative letters, satisfaction surveys and promotional offers is kept for three years from the time of collection. At the end of this period, this data is retained for a further period of three years if the Client agrees to continue to receive newsletters, satisfaction surveys and promotional offers from the Vendor.
- Data collected to respond to requests for information, comments and claims sent by the Client is kept during the time necessary to process these requests, comments and claims.

In order to preserve the confidentiality and security of personal data and in particular to protect such data from unlawful or accidental destruction, accidental loss, accidental alteration, unauthorised disclosure or unauthorised access, the Vendor has implemented appropriate technical and organisational measures, in accordance with applicable legal provisions. To this end, it has put in place technical measures (such as firewalls) and organisational measures (such as a username/password system, physical means of protection, etc.).

The Client reserves the right to access the data concerning himself, to have the data rectified or deleted, to transfer the data or have it transferred to a third party, to impose a limitation of its usage or refuse its usage. The Vendor will consent to this request, subject to compliance with legal obligations incumbent upon it.

The Client has the right to withdraw his consent regarding data processing concerning himself at any time. The withdrawal of his consent does not affect the lawfulness of the processing carried out prior to such withdrawal.

The Client can exercise these rights:

- By post to the following address: SEVABEL– Service Protection des données personnelles – BP 2- Les Menuires - 73 442 Les Belleville Cedex France; or
- By sending an email to the following address: sevabel.privacy@compagniedesalpes.fr.

In the interest of confidentiality and protection of personal data, the Operator must be able to verify the identity of the Client in order to respond to a request. To this end, the Client must provide, taking into account the exercise of the aforementioned rights, a photocopy of an official identity document, mentioning date and place of birth and bearing his signature.

Finally, the Client reserves the right to file a complaint with the CNIL (French Data Protection Authority) if the Client considers his rights have been breached. Contact information of the CNIL: Commission Nationale de l'Informatique et des Libertés, 3 place de Fontenoy, TSA 80715, 75334 Paris Cedex 07, France – Tel.: +33 (0)1 53 73 22 22 – Fax: +33 (0)1 53 73 22 00 – Website: <https://www.cnil.fr/fr/plaintes>.

In application of Article 90 of Decree no. 2005-1309 of 20 October 2005, the Client can receive a written response regarding the information detailed above, upon simple verbal or written request, addressed to the aforementioned entities.

Finally, the Client can register, at no cost, to enlist to oppose calls by telemarketers in order to no longer be solicited by a professional with whom the Client has no current contractual relationship, in accordance with Article L 223-2 of the Consumer Code. (<http://www.bloctel.gouv.fr>).

Article 4.6. Translation – applicable law – settlement of disputes

Should the present general terms and conditions be drawn up in several languages, it is expressly understood that the French version of the present terms and conditions shall be the only legally binding version. As a result, and in the event of difficulties of interpretation/application of any of the provisions of the present general terms and conditions, the French version should be expressly and exclusively referred to.

The present general terms and conditions are subject to French law for all interpretation and application.

In accordance with Article L 211-3 of the Consumer Code, should there arise a dispute regarding the validity, interpretation or application of these terms and conditions, the Client has the right to free recourse to a conventional mediation procedure, or any other alternative means of dispute resolution.

Any complaint must be addressed according to the conditions defined in article 4.3 of the present terms and conditions.

If no satisfactory response or response is received in the period of at least sixty (60) days following the receipt of the written complaint (within a maximum of one (1) year from the date of the written complaint), we inform the Client of his right to a process of mediation, conducted by the **Tourism and Travel Mediator** (MTV Médiation Tourisme Voyage, BP 80 303, 75823 Paris Cedex 17, France) according to the conditions detailed on the website www.mtv.travel.

The ruling of the Tourism and Travel Mediator is not binding.

Additionally, in accordance with article 14 of the EU Regulation (EU) n°524/2013, the European Commission has set up an Online Dispute Resolution Platform, to facilitate independent and out of court settlements of online disputes between consumers and European Union businesses.

In addition, an online dispute resolution platform is available on the internet at the following address:

<https://webgate.ec.europa.eu/odr/>.

In the event of a failure to reach an amicable settlement, the Client can pursue legal action either in a jurisdiction territorially competent under the Code of Civil Procedure, or in the jurisdiction where the Client was present at the time of entering the contract or where the injurious event occurred (Article R. 631-3 of the Consumer Code).

Annexe 1 – List of Vendor Partners

Activities sold on behalf of a Partner	Partner	Partner details
"Roc'n Bike"; "Roc'n Trott"; "Easy Trott".	MOUT'N BIKE	EURL MOUT'N BIKE – 328 Avenue de la Libération 73600 MOUTIERS – 494 514 144 R.C.S. CHAMBERY – Represented by Monsieur Gerald BIGOT – Tel: +33 (0)9.63.25.13.76 – Email moutnbike@hotmail.fr

GENERAL TERMS AND CONDITIONS OF USE OF SKI LIFT PASSES AND ACTIVITIES
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Simplified joint stock company with capital of €3,235,500.00

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Registered with ORIAS as an intermediary insurance agent under the number 17007391 (www.orias.fr),

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Operator of the MENUIRES/SAINT-MARTIN-DE-BELLEVILLE ski area,

Hereinafter referred to as the "Operator".

Article 1. GENERAL INFORMATION

The present general terms and conditions apply to all ski lift Passes (hereinafter referred to as "Pass(es)") issued by the Operator, which allow access to the ski areas of Menuires/Saint-Martin-de-Belleville or the Vallée des Belleville (space linking to the ski areas of Val Thorens and Orelle) or the Trois Vallées (space linking to the ski areas of Val Thorens, Orelle, Méribel and Courchevel) and to all leisure and sporting activities sold by the Operator other than the sale of Ski Lift Passes (hereinafter referred to as "Activities").

The present general terms and conditions shall be **applicable from 12 October 2020** and valid only for the winter season.

The Terms and Conditions of Passes and non-skiing Activities valid for the summer season are defined in a separate document.

The present general conditions are supplemented by the General Terms and Conditions of Sale of the entity that engages in the sale of the Pass to the User.

Should any provision herein be found lacking, it shall be considered governed by the current practices in force in the ski lift industry and for companies whose registered office is located in France.

The acquisition of a Pass and/or the Purchase of an Activity implies that the individual (hereinafter referred to as the "User") has full knowledge of and accepts all the present general terms and conditions, without prejudice to common forms of legal recourse.

IMPORTANT:

The User must imperatively retain:

- The **proof of purchase** issued upon its sale from the Operator;

The proof of purchase mentions the ski area and category (adult, child, etc.), the date limit of its validity period, the rechargeable card number of the ski pass and, if applicable, any insurance subscription.

- The **"rechargeable card number"** on the physical medium of the ski pass, if purchased from a Distributor.

These elements will be requested in the event of an inspection by the Operator, as well as to support any request (e.g. emergency, loss or theft of Pass, complaint regarding the Operator or another operator of the Trois Vallées area, if applicable).

The Pass is strictly personal and non-transferable, unless the Pass corresponds to the shortest duration on the price chart. The User is therefore responsible for retaining his Pass to ensure it cannot be used by a third party.

Article 2. INSPECTION OF PASSES

Every Pass issued on a numbered physical medium shall be used for a predetermined validity period and age category. The information on the card regarding the validity of the Pass has no contractual value. Only the information contained on the chip of the physical medium shall be binding.

All Passes allow free usage of the ski lifts in the authorised ski area during the validity period issued, without any priority whatsoever.

The validity area of the Pass is defined on the slopes/piste map for the ongoing winter season and during the ski lift opening hours, posted at the Operator's points of sale and/or at the ski lift departure area, subject to meteorological and snow conditions.

The Pass (accompanied by the **proof of purchase**) must be kept on the User during all transport via ski lift, from departures through arrivals, so it can be detected by the automatic control system or presented to Inspectors, duly appointed by the Operator or another operator of the Trois Vallées ski area. These inspectors have the right to such verifications.

Should an Inspector (duly-appointed by the Operator or another operator of the Trois Vallées ski area) observe the User's absence of a Pass, the usage of an invalid Pass or a User disregarding the policy regulations displayed at ski lift departure points, the offender can regularise the situation through an immediate transaction of payment of a lump sum in addition to applicable fees of the ski pass.

Payment of this lump sum can equal up to **FIVE (5) times the value of the day ski pass, in accordance with applicable regulations** (Articles L342-15, R342-19 and R342-20 of the Tourism Code and Articles 529-3 et al. of the Code of Criminal Procedure).

These inspectors can demand the presentation of any documents justifying the tariff benefits granted to the User and Pass-holder in case of a reduced tariff or complementary Pass. The various age categories are systematically verified at ski lift points, signified by different illuminated colours.

If the offender refuses or is unable to justify his identity, the inspector shall immediately report the fact to any competent officer of the national police or national gendarmerie of the appropriate jurisdiction, who may then order the offender to present himself immediately.

The procedure described in the preceding paragraph shall be terminated immediately if the offender proceeds to pay all the required fees related to the transaction, which will result in the issuance of a receipt of payment.

The offender has a limited time, as provided by law:

- To settle the amount of the transaction which includes:
 - o A possible payment for the Ski Pass;
 - o The lump sum payment;

- o Administrative fees, in accordance with the provisions of article 529-4 of the Code of Criminal Procedure;
- Or to send a letter of contestation to the Operator.

If payment is not made within the legal deadline and a contestation is not filed, the offender is subject to criminal prosecution in accordance with the provisions of Article 529-5 of the Code of Criminal Procedure.

Finally, any fraudulent use of a Pass (expired, falsified, counterfeit, non-transferable pass used by a third party...) shall result in its immediate withdrawal and, if required, the filing of legal proceedings.

NB: All Users are obliged to retain proof of purchase for each Activity. This must be shown during any inspection carried out by the Operator, as well as in support of any request made.

Article 3. DEFECTIVE PHYSICAL MEDIUM OF PASSES

User instructions:

To facilitate the transmission of information encoded while passing through control terminals, the Pass must be worn on the left side, preferably separate from a mobile phone, keys and any item made wholly or partially of aluminium.

The physical support must not be bent, torn or placed near a heat source.

Should the card fail to function or prove technically defective (up to three years for the customisable version), the Operator, at its cost, will replace the physical medium, from the date of return of the latter to one of the Operator's points of sale.

However, after verification, if the defectiveness of the Ski-Card is due to the User (e.g. disregarding the user instructions), the Operator shall charge the User for the replacement fees described in article 4.

In the event the defective physical medium was issued by another operator of the Trois Vallées ski area, the request cannot be processed by the Operator.

The User must send his request to the operator of the Trois Vallées ski area, in accordance with the General Terms and Conditions of Use of Ski Lift Passes established by the latter.

Article 4. LOSS OR THEFT OF PHYSICAL MEDIUM OF PASSES

The provisions below apply exclusively to Passes issued by the Operator.

Therefore, if the lost or stolen Pass was issued by the operator of the Trois Vallées ski area, the request cannot be processed by the Operator.

The User must send his request to the operator in accordance with the General Terms and Conditions of Use of Ski Lift Passes established by the latter.

4.1. Information to provide

In case of loss or theft of a **Pass with a residual duration of equal to or greater than one (1) day**, the User must file the declaration at a point of sale of the Operator and present the following documents:

Case #1: For Users having obtained and paid for the Pass directly from the Operator

The User must provide the **proof of purchase** (receipt given by the Operator at the time of the purchase of the Pass if paid for on-site, or a copy of the order confirmation if paid for online), to justify the request for a duplicate.

Case #2: For Users having obtained the Pass from a distributor (i.e. lodging agency, tour operator)

The User must provide the Operator with the **rechargeable card number**, which appears on the physical medium of his Pass.

This User, having no proof of purchase issued by the Operator, must imperatively record and keep the number, upon the issuance of his Pass by the distributor.

The User must then complete a declaration of loss at one of the Operator's points of sale, indicating:

- The rechargeable card number
- The reason for the request
- The dates and period of validity of the lost or stolen Pass.

4.2. Processing fees

To obtain a duplicate, the User must also pay a **processing fee** at the fixed rate of ten euros including all taxes (€10.00, all taxes included.).

4.3. Issuing a duplicate

- Any Pass officially declared by the User as lost or stolen to the Operator will be deactivated by the latter and no longer allow access to the ski area.
- Subject to regulatory verifications, the same day the declaration of loss/theft is submitted to a point of sale of the Operator before the closing time of the latter, the User may pick up a duplicate (valid for the remaining time of the Pass) on the same type of physical medium of the initial Pass.

PLEASE NOTE: Duplicates will not be issued for:

- Any Pass with a residual duration of less than one (1) day, declared lost or stolen, regardless of its physical medium.
- **Any access to the "Speed Mountain" and "Roc'n Bob" activity which is declared lost or stolen.**

The same applies to other Passes for which the User cannot provide the information required for duplicate issuance, and the User cannot engage in any legal recourse against the Operator.

Article 5. RESPECT OF SAFETY REGULATIONS

All Users are obliged to respect the safety regulations relating to ski lift transportation; notably the policy regulations displayed at the ski lift departure points, the accompanying pictograms as well as all instructions given by the Operator's staff, subject to a penalty.

The same applies to the municipal decree relating to safety regulations for ski slopes; the User is recommended to familiarise himself with the "10 rules of good conduct for ski slope users" published by the International Ski Federation (FIS).

The User is obliged to respect the safety regulations on display at the Activity site, as well as those on the pictograms on display, and any safety guidance given by Operator staff, under penalty of exclusion. The same applies to the local ordinances displayed in the town hall and at the Activity sites in question.

Article 6. COMPLIANCE WITH HEALTH MEASURES AND REGULATIONS (SPECIAL PROVISIONS)

In the context of the state of health emergency and the Decree no. 2020-860 of July 10, 2020 to address the Covid-19 outbreak, the Operator has put in place specific provisions that meet regulatory health requirements and communicates on hygiene and social distancing measures called "barriers".

The User is obliged to comply with these regulations and health measures.

In this respect, the User is obliged in particular to comply with the written and verbal instructions (and pictograms supplementing them if necessary) which will be transmitted to him and provided by the Operator and by his staff, both before the purchase of his/her Pass(es) and/or Activity(s) that during his presence on the ski area of Menuires/Saint-Martin-de-Belleville, and the Vallée de Belleville, and the completion of the service.

Article 7. PROTECTION OF PERSONAL DATA

User transport:

Personal data of User transport is collected for the management of access operations for ski lifts and for the verification of Passes.

This data processing is based on a contract of transport to which the User is a party.

Collected data is intended for SEVABEL.

The collected data is kept for the time required to achieve the above-mentioned purposes.

Photography of Users:

Personal data collected in the course of photography taken of Users during the "Speed Mountain" Activity and/or transportation on the Saint-Martin chair lift is subject to the processing required to print and send the aforementioned photographs to Users who have expressed a desire to receive them. Personal data may also be collected when the User enters their email address at the automatic dispenser where they pick up their photograph of the Activity or the chair lift in question. Data is subject to processing relevant to the receipt of promotional offers, news bulletins, invitations to take part in games and competitions, and customer satisfaction surveys.

Such processing is carried out with the consent of the User.

Data collected is intended for SEVABEL. It is hereby stated that by using ski lifts run by non-3 Vallées operators, Users may also be photographed. Users must therefore contact the operator in question to exercise their data protection rights.

Photographs taken on the Saint-Martin and Le Becca chair lift, and during use of the "Speed Mountain" Activity: for a reasonable duration of a few hours, and in all cases, a maximum of the end of the day at the automatic dispenser at the top of the chair lift in question. After this period, the photograph is stored for four weeks, if the Client agrees to provide their email address at the aforementioned automatic dispenser, so that they may download the photograph from a link that will be emailed to them;

The email addresses are kept for three years from their collection. At the end of this period, they shall be kept for a further period of three years if the User agrees to continue receiving messages from the Operator.

Verification of Passes:

The personal data collected by sworn controllers during a Passes Control are processed in order to:

- Check that the User is the holder of a valid Pass;
- In the absence of a valid Pass, draw up a notice of offence, obtain payment of the lump sum compensation due under this offence (if necessary in the context of a legal action) and determine whether the offence usually punished by Article L. 2242-6 of the Transport Code is constituted.

The processing is based on the legitimate interest of the Operator to fight fraud.

All the information collected by the Operator for the treatment mentioned above is mandatory.

The data collected is intended for the Operator and, where appropriate, exclusively prosecution authorities.

They shall be kept until the lump sum payment is made. In the absence of payment, and therefore in the event of legal proceedings, the data shall be kept for 12 months following the preparation of the notice of offence or until the date on which the conviction becomes final if that date is later.

Common provisions:

All the data processing mentioned above is carried out under the responsibility of the Operator, represented by Mr Didier BOBILLIER, General Director, whose contact details are indicated in the header of these terms and conditions.

All the data may be transferred to a non-member country of the European Union. The Client can obtain additional information on the sharing of data and applicable guarantees from the Operator.

In order to preserve the confidentiality and security of personal data and in particular to protect such data from unlawful or accidental destruction, accidental loss, accidental alteration, unauthorised disclosure or unauthorised access, the Operator implements appropriate technical and organisational measures, in accordance with applicable legal provisions. To this end, it has put in place technical measures (such as firewalls) and organisational measures (such as an identification/password system, physical means of protection, etc.).

The User reserves the right to access the data concerning himself and to have the data rectified or deleted, to transfer the data or have it transferred to a third party, to impose a limitation of its usage or refuse its usage. The Operator shall comply with this request, subject to adherence to legal obligations incumbent upon it.

The User may implement these rights by contacting the data protection officer designated by the Operator:

- By postal letter sent to the following address: SEVABEL – Service Protection des données personnelles – Gare de la télécabine du Mont de la Chambre BP2 Les Menuires 73442 LES BELLEVILLE CEDEX, FRANCE; or
- By sending an email to the following address: sevabel.privacy@compagniedesalpes.fr

In the interest of confidentiality and protection of personal data, the Operator must be able to verify the identity of the User in order to respond to his request. For this purpose, the User must provide, taking into account the exercise of the aforementioned rights, a photocopy of an official identity document, mentioning date and place of birth and bearing his signature.

Finally, the User has the right to file a complaint with the CNIL (French Data Protection Authority), if the Client considers that his rights have been breached. Contact information of the CNIL: Commission Nationale de l'Informatique et des Libertés, 3 place de Fontenoy, TSA 80715, 75334 Paris Cedex 07, France – Tel.: +33 (0)1 53 73 22 22 – Fax: +33 (0)1 53 73 22 00 – Website: <https://www.cnil.fr/fr/plaintes>.

In application of Article 90 of Decree no. 2005-1309 of 20 October 2005, the User can receive the information presented above in written form, upon simple verbal or written request addressed to the aforementioned services.

Article 8. CO² REPORTING FOR TRANSPORT SERVICES

In application of Article L 1431-3 and D1431-1 to 1431-23 of the Transport Code, the Operator shall provide notification of the following CO² information regarding ski lift transport:

- The CO²e transport for a 1-day Les Menuires Pass is 34 g CO²e, equivalent to a car route of 0.135 km;
- The CO²e transport for a 1-day 3 Vallées Pass is 116 g CO²e, equivalent to a car route of 0.460 km.

Method of calculation: 6g CO²e /kwh /100% renewable energy /diesel fuel car 140g/km (class C, current average).

For further information, please contact:

SEVABEL- Service Qualité Sécurité Environnement- BP 2- Les Menuires -73 442 LES BELLEVILLE CEDEX, FRANCE

Article 9. TRANSLATION – APPLICABLE LAW – SETTLEMENT OF DISPUTES

Should the present general terms and conditions be drawn up in several languages, it is expressly understood that the French version of the present general terms and conditions shall be the only legally binding version. As a result,

and in the event of difficulties of interpretation/application of any of the provisions of the present general terms and conditions, the French version should be expressly and exclusively referred to.

The present terms and conditions are subject to French law for all interpretation and application.

In accordance with Article L 211-3 of the Consumer Code, in the event of a dispute regarding validity, interpretation or application of these terms and conditions, the User has the right to free recourse to a conventional mediation, or any other alternative means of resolving a dispute.

Any complaints should be sent to the following address:

SEVABEL- Customer Services - BP 2- Les Menuires - 73 442 Les Belleville Cedex France or by email to: sevabel@compagniedesalpes.fr or entered at the following address: <https://ticketoski.fr/fr/les-menuires>.

Should there be no satisfactory response or no response whatsoever within a period of at least sixty (60) days following a written complaint (and a maximum of one (1) year of the date of the written complaint), we inform the Client of his right to a procedure of mediation, conducted by the **Tourism and Travel Mediator** (MTV Médiateur du Tourisme et du Voyage: BP 80303, 75823 Paris Cedex 17, France) according to the conditions detailed on their site www.mtv.travel.

The decision of the Tourism and Travel Mediator is not binding.

Additionally, in accordance with Article 14 of EU Regulation n°524/2013, the European Commission has set up an Online Dispute Resolution platform, facilitating independent and out of court settlement of online disputes between EU consumers and companies.

This platform is accessible at the following link: <https://webgate.ec.europa.eu/odr/>.

In the event of a failure to reach an amicable settlement, the User can pursue legal action either in a jurisdiction territorially competent under the Code of Civil Procedure, or in the jurisdiction of the location where he was present at the time of entering the contract or where the injurious event occurred (Article R. 631-3 of the Consumer Code).

SPECIFIC TERMS AND CONDITIONS OF ONLINE SALES OF SKI LIFT PASSES

Vallée des Belleville Operating Company (SEVABEL)

Simplified joint stock company with capital of €3,235,500.00

Chambéry Company Trade Register (RCS) no.: 353 065 964

Registered office: Gare de la télécabine du Mont de la chambre - Les Menuires - 73 440 LES BELLEVILLE, FRANCE

Postal address: BP 2 - Les Menuires - 73442 LES BELLEVILLE CEDEX, FRANCE

Intra-community VAT no.: FR 02 353 065 964

Telephone no.: +33 (0)4 79 00 62 75

Email address: sevabel@compagniedesalpes.fr

Registered with ORIAS as an intermediary insurance agent under the number 17007391 (www.orias.fr),

Insured for professional liability, under the conditions provided by Article L220-1 of the Insurance Code, with Allianz IARD - 1, cours Michelet - CS 30051 - 92076 Paris Defense Cedex, France,

Operator of the MENUIRES/SAINT-MARTIN-DE-BELLEVILLE ski area, Hereinafter referred to as the "Operator".

Article 1. GENERAL INFORMATION

The present terms and conditions shall be valid from **12 October 2020**.

The validation of an order placed online

- Either at www.skipass-lesmenuires.com (hereinafter referred to as "Website"),
 - Or through the purchasing/recharging terminals at clients' disposal at certain points of sale
- implies acceptance by the individual (hereinafter referred to as the "Client(s)") of the present Specific Terms and Conditions of Online Sales.

Should any provision herein be found lacking, it shall be considered governed by the current applicable practices in the online sales sector and for companies whose registered office is located in France.

The present terms and conditions supplement the "General Terms and Conditions of Sale of Ski Lift Passes" and "General Terms and Conditions of Use of Ski Lift Passes" (hereinafter referred to as "Pass(es)" and "Activities"), posted at all points of sale and available online.

These conditions apply exclusively to natural persons identified as consumers as defined by the preliminary article of the Consumer Code.

All documents of these conditions are made available to Clients, who can download or print them. Legally binding information is presented in French.

Article 2. PRODUCTS OFFERED

Online sales allow Clients

1. Regarding Passes

- To register or recharge a ski pass on the free "rechargeable" physical medium or
- To recharge a ski pass on the customisable rechargeable card.

These "hands free" Passes are loaded on physical rechargeable cards containing a chip, which activate the turnstile terminals to access the ski lifts.

2. Regarding Activities:

To purchase or book the following Activities:

- "Speed Mountain";
- "First Track".

Touchpad terminals for purchase and reloading are made available to Clients at certain points of sale and at resort partners' sites, whose locations are published on the Website.

They allow the purchase or recharging of (only) the Passes mentioned on these machines. For a first purchase, a physical medium is made available to Clients at these points of sale.

The list and the characteristics of the different Passes offered for purchase and/or recharging (geographical area, validity period...) are presented on the specific price list of each sales channel and available on the latter.

All Passes remain available at the physical points of sale of the Operator.

Reminder: The **Pass** consists of a **physical medium** encoded with a **ski lift pass** and confirmation of the order, which serves as a **proof of purchase**, sent by email upon confirmation of the online purchase or recharging of the Pass. (hereinafter referred to as "Proof of purchase").

NB: In order to benefit from the "loss or theft of Passes" procedure defined in article 4 of the General Terms and Conditions of Use of Ski Lift Passes, the Client must imperatively provide the Operator with this Proof of Purchase.

Article 3. ONLINE ORDER PROCEDURES

The order of a Pass and/or one or more Activity can only be registered on the Operator's website if the Client has clearly identified himself

- Either by entering his access code (login + password), which is strictly personal,
- Or by completing the online form, allowing him to obtain an access code.

On the Website and purchasing/recharging kiosks, the Client can access the "commande expresse" ("fast ordering") feature by entering his email address (without creating a client account).

The Client can verify the order details and total price and correct any possible errors before official validation of the order (Article 1127-2 of the Civil Code).

To finalise the Order, the Client must be aware of the present Terms and Conditions as well as the General Terms and Conditions of Sale and the General Terms and Conditions of Use of Ski Lift Passes and Activities, accept them and proceed with payment according to the procedures described in Article 4.

The Operator will confirm the order with the Client through an email, which will contain a recapitulation of all the products the Client has validated in the order and shall constitute the **Proof of purchase**.

All orders imply acceptance of the description of services and tariffs.

- Regarding Passes:

Except in cases of online recharging referred to in Article 7, complete online orders (including payment and photograph) must be completed on the Operator's website no later than the **twelfth day** (for foreign orders and French overseas departments and territories) and no later than the **seventh day** (for mainland France orders) **before the first day of validity of the Pass** so that the Pass(es) can be delivered to the Client's home address. If these deadlines are not respected, the Client cannot receive the ordered items at home.

However, complete online orders (including payment and photograph) can be finalised on the Operator's website **up to the day preceding the first day of the Pass validity**. In this case, the Client must pick up the Pass at an Operator's point of sale (chosen at the time of the order) on the day the validity of these Passes begin.

- **Regarding Activities:**

Activities may be ordered online, up until and including the day the Activity takes place, with the exception of the "First Track" Activity, bookings for which close the day before the Activity takes place.

For the "Speed Mountain" and "Roc'n Bob" Activities, the Client must be able to show proof of purchase as required by the Operator.

For the "First Track" activity, the Client must show the order confirmation including the QR Code at the Activity reception in order to proceed.

Article 4. TARIFFS AND METHODS OF PAYMENT

Prices indicated are in Euros inclusive of all taxes and take into account applicable VAT rates on the date the order is placed.

When placing an order online, the Client declares to be the title-holder of official documents justifying the tariff advantages from which the Client may benefit.

It is specified that shipping costs are covered by the Operator.

The price of the online order is due when the order is placed. Payments must be made in euros by bank card and/or by ANCV Connect (French National Holiday Voucher Agency) vouchers (only on the website)..

Payment by bank card is secured through PayZen by Lyra Network services, which guarantees the confidentiality of payments. The transaction is completed by immediate virtual payment via an electronic payment terminal. At purchasing/recharging kiosks, payment is carried out by means of an automatic payment terminal.

At no point in time is the Operator aware of the bank card numbers the Client must provide. The Operator is only notified by the bank that a transfer corresponding to the amount of the order has been credited to its account.

Orders with payment by credit card and confirmed will be those which have been agreed by the banking institution.

The refusal of the Customer's bank account debit authorization by his bank thus leads to the cancellation of the order process (including when the order has been completed by ANCV Connect holiday vouchers).

Article 5. ACKNOWLEDGMENT OF RECEIPT OF ORDER BY OPERATOR

Orders paid by bank card (if applicable completed by ANCV Connect Holiday Cheques) and confirmed will be the subject of authorisation from the client's banking establishment when the order is placed.

If bank authorisation is declined by the Client's bank, the order process will be cancelled.

Once the online order is confirmed by the Client, the Operator will acknowledge receipt of the order by email, which shall constitute the **Proof of purchase** and includes a recapitulation of the order and the receipt.

Article 6. DELIVERY OF THE ORDER

- **Regarding Passes:**

Except in the event of online recharging referred to in Article 7, the Client may choose one of the following:

➤ Home delivery to the address indicated by the Client for this purpose

Except in the event of force majeure, the Operator commits to delivering the Passes by postal mail the **second day** at the latest before the Passes' first day of validity for mainland France and the **fourth day** at the latest

before the Passes' first day of validity for foreign orders and orders by French overseas departments and territories (attested by the postmark date); or

- To pick up the Pass(es) at the Operator's point of sale the Client has chosen (Central point of sale on La Croisette, Point of sale Bruyères or Point of sale Saint-Martin-de-Belleville Grangeraises district), from the first day of the validity of the Passes, taking into account opening hours.

The copy of the **Proof of purchase** and an official valid identification document will then be requested by the services of the Operator. Otherwise, the ordered Passes cannot be issued.

- **Regarding Activities:**

Excluding the "First Track" Activity, the Client has the choice of having Passes posted to their home address or picking up charged Passes from the chosen Operator's point of sale. In the case of the latter, a copy of the proof of purchase and valid ID will be required by the Operator.

Once the Client is in possession of their Pass (and proof of purchase) for the "Speed Mountain" and/or "Roc'n Bob" Activities or the order confirmation for the "First Track" Activity, they should arrive during opening hours for the "Speed Mountain" and "Roc'n Bob" Activities and at the Activity reception on the date booked for the "First Track" Activity, in order to take part in the aforementioned Activity.

Article 7. SPECIFIC FEATURES OF ONLINE RECHARGING

The physical medium issued by the Operator can be recharged with products via the website no less than fifteen (15) minutes before the start of the validity of the selected Pass.

Payment is made by bank card and/or ANCV Connect vouchers. A proof of receipt of the order is sent by the Operator to the Client, who shall retain this **Proof of purchase**, notably in the event of verifications while using the ski lifts.

The Pass will be automatically recharged during the first passage of the Client through the hands-free access points.

Article 8. ABSENCE OF RIGHT TO WITHDRAWAL

In accordance with Article L. 221-2, 9° of the French Consumer Code on the one hand, and Article L. 221-28, 12° of the French Consumer Code on the other hand, the sale of Securities and Activities is not subject to the application of the right of withdrawal provided for in Articles L 221-18 et seq. of the Consumer Code for Distance Selling.

However, the sale of "Carré Neige" insurance products remains subject to the provisions of the right to withdrawal in case of multi-insurances provided for by the Insurance Code, whose terms can be found in the Special Agreements (information notices) section, available online (www.carrenergie.com).

Article 9. MODIFICATION – CANCELLATION OF ORDERS

The modification or cancellation of an order cannot be used by the Client to benefit from any promotional offer and/or price reduction whatsoever.

The Operator agrees to process order modification/order cancellation requests, excluding Internet promotions and exclusive offers, until the day preceding the first day of validity of the corresponding Passes.

In all cases, the Title must not have been used, even partially.

Furthermore, no modification (postponement) or refund is possible for the Customer who does not arrive on the date indicated on his order information.

For this modification or cancellation, a request must be sent to the Operator by post or email:

Postal address: *SEVABEL- Service Accueil et Relation Client- BP 2 - Les Menuires -73 442 LES BELLEVILLE CEDEX, FRANCE*

Email: *sevabel@compagniedesalpes.fr*

The postmark will attest to the date of any request for modification or cancellation by post.

In case of request for modification or cancellation by email, the date of sending of the latter will determine the date.

To be eligible, the Customer modification request must include:

- The number of the corresponding order;
- The rechargeable card number of each Pass to be modified;
- The postal address of the Client.

9.1. Order modification

- **In case of payment by credit card**

In the case of an order concluded via the Website, requests to modify the order resulting in a price change are admissible.

In addition, if the new Pass is greater in price than the original Pass, the Client must pay the amount of the difference on-site with the Operator, so that the modification request can be validated by the latter.

On the other hand, if the new Pass is lower in price than the initial Pass, the Client will have to send a written request (by postal mail or email to the addresses mentioned above) for a refund from the Operator, which will be made by re-crediting the bank card used for the transaction.

The Operator commits to reimburse the Client within a period of thirty days (30) from the date of request.

- **In case of partial or full payment by ANCV Connect vouchers.**

For any order paid in full or in part by ANCV Connect vouchers, the modification request can only be accepted if the Pass to be modified is of the same or longer duration. If the Pass to be modified is of a longer duration, the Customer must pay the amount of the difference in order for his request for modification to be validated by the Operator.

9.2. Order cancellation

- **In case of payment by credit card**

The Operator agrees to process requests for partial or total cancellation of online orders, subject to the Customer's request at the latest the day before the first day of validity of the corresponding Securities and/or until the day before the Activity if it is dated

- **In case of partial or full payment by ANCV Connect vouchers.**

Orders booked online and paid for in full by ANCV Connect vouchers cannot be refunded.

Orders booked online and partially paid by ANCV Connect vouchers can only be refunded up to the amount paid by credit card

In any case, the reimbursement only covers the price of the Pass, excluding costs of the physical medium and/or Carré Neige insurance.

The Client must fill out a refund claim form made available by the Operator.

This refund will be made by re-crediting the bank card that was used for the transaction.

The Operator commits to reimbursing the Client within (30) days from the date of the cancellation request

The Client shall retain the physical medium of the modified Pass, which can be reused and recharged thereafter.

NB: It is specified for the "First Track" Activity, that cancellation requests are processed by the Operator only if the modification of the order is impossible (postponement of the Activity).

Article 10. TRACKING THE ORDER

For additional information, the Client Relations Department of the Operator is available to the Client at:

Tel : +33 (0)4 79 00 62 75

Postal address: SEVABEL- Service Accueil Relations Client- BP 2 - Les Menuires -73442 LES BELLEVILLE
CEDEX - FRANCE

Email address: sevabel@compagniedesalpes.fr

Article 11. RESPONSIBILITY

- **Concerning the Pass**

The Operator will only be bound by an obligation of means for all the steps of access to the online sale.

The Operator cannot be held liable for any inconvenience or damage inherent in the use of the Internet network, in particular a failure of the service, an external intrusion or the presence of computer viruses and in general any other fact expressly described in the case law as force majeure.

The Customer declares to be aware of the characteristics and limitations of the Internet, in particular its technical performance, the response times to consult, query or transfer data and the risks related to the security of communications.

- **Concerning the Activities**

The Operator is responsible for proper fulfilment of the obligations inherent in the contract concluded online, whether these obligations are to be fulfilled by the Operator or by other service providers, without prejudice to a right of recourse against them. However, the Operator may waive all or part of its liability, by proving that the non-fulfilment or the improper fulfilment of the contract is/was attributable to the consumer, to unpredictable and insurmountable circumstances, to third parties, or in case of force majeure. (Art L221-15 of the Consumer Code).

Article 12. TERMINATION FOR DEFAULT OR DELIVERY DELAY

Except in cases of force majeure as defined by Article 1218 of the Civil Code, should the Operator fail to provide the services on the date or within the time limit indicated to the Client or, failing this, at the latest, thirty (30) days after the conclusion of the contract, the Client may terminate the contract, by registered letter with acknowledgment of receipt or in writing on another material format, if, after obliging the Operator, under the same procedures, to provide the services within a reasonable supplementary time, the latter did not respect the time limit(s). The contract shall be deemed terminated upon receipt by the Operator of the letter or writing, informing him of this cancellation, unless the Operator has fulfilled its obligation in the meantime.

The Client may immediately dissolve the contract if the Operator refuses to provide the services or fails to fulfil its obligation to provide the services on the date or within the time limit indicated to the Client, and if the date or time limit constitutes an essential condition of the contract for the Client, specifically conditions resulting from circumstances involving the conclusion of the contract or following an express request on behalf of the Client prior to entering the contract (Article L216-2 of the Consumer Code).

Article 13. PROOF, PRESERVATION AND ARCHIVING

The Client's providing the information related to his bank card number online, and, in general, validating the final confirmation of the order placed by the former, constitutes valid proof of the entirety of the transaction in accordance with Article 1366 of the Civil Code, along with the requirement of payment.

This confirmation qualifies as a signature and declares acceptance of all operations undertaken on the online sales site.

The Client must imperatively retain the order confirmation, which serves as the **Proof of purchase** and the only document binding in the event of a dispute regarding the terms of the order, notably in the event of verifications during ski lift usage.

In accordance with Article L213-1 of the Consumer Code, for all online orders amounting to at least €120, the Operator keeps a written record of the Client's order for a period of ten years from the date of execution of the corresponding service, and guarantees the Client access to it at any time during the same period, upon simple request of the latter.

Article 14. INTELLECTUAL PROPERTY

All elements of the Website, tablets and purchase/recharge kiosk machines, which are the property of the Operator, remain the exclusive intellectual property of the latter.

Any reproduction of any element of the above, including any simple or hypertext link, is strictly forbidden, unless the Client obtains express prior authorisation by the Operator.

Article 15. PROTECTION OF PERSONAL DATA

Your data is collected by the Operator, as the controller, in order to facilitate and process your online purchases, manage the customer relationship and send you commercial offers relating to Sevabel products and services by email, or, if you have accepted it, its partners.

In accordance with the regulations in force regarding the protection of personal data, you have a right of access to the information concerning you, as well as a right of rectification, opposition, limitation of processing and deletion.

You can implement these rights by contacting SEVABEL:

- Via the contact form available on the «Contact» page of this website
- By mail to: SEVABEL- BP 2- Les Menuires - 73 442 Les Belleville Cedex France
- By e-mail to: sevabel.privacy@compagniedesalpes.fr

To learn more about the protection and processing of your personal data, please consult the «legal notice» section of the sales channel used: <https://www.skipass-lesmenuires.com/fr/mentions-legales1>

Article 16. TRANSLATION – APPLICABLE LAW – SETTLEMENT OF DISPUTES

Should the present Specific Terms and Conditions be drawn up in several languages, it is expressly understood that the French version of the present Specific Terms and Conditions shall be the only legally binding version.

As a result, and in the event of difficulties of interpretation/application of any of the provisions of the present Specific Terms and Conditions, the French version should be expressly and exclusively referred to.

The present Specific Terms and Conditions are subject to French law for all interpretation and application.

In accordance with Article L 211-3 of the Consumer Code, in the event of a disagreement regarding validity, interpretation or application of these terms and conditions, the Client has the right to a free recourse to a conventional mediation procedure, or any other alternative means of dispute resolution.

Any complaints should be sent to the following address:

SEVABEL- Customer Services - BP 2- Les Menuires - 73 442 Les Belleville Cedex France or by email to: sevabel@compagniedesalpes.fr or entered at the following address: <https://ticketoski.fr/fr/les-menuires>.

Should there be no satisfactory response or no response whatsoever within a period of at least sixty (60) days following a written complaint (and a maximum of one (1) year of the date of the written complaint), we inform the Client of his right to a procedure of mediation, conducted by the **Tourism and Travel Mediator** (MTV Médiateur

du Tourisme et du Voyage: BP 80303, 75823 Paris Cedex 17, France) according to the conditions detailed on their site www.mtv.travel.

The decision of the Tourism and Travel Mediator is not binding.

Additionally, in accordance with Article 14 of EU Regulation n°524/2013, the European Commission has set up an Online Dispute Resolution platform, facilitating independent and out of court settlement of online disputes between EU consumers and companies.

This platform is accessible at the following link: <https://webgate.ec.europa.eu/odr/>.

In the event of a failure to reach an amicable settlement, the Client can pursue legal action either in a jurisdiction territorially competent under the Code of Civil Procedure, or in the jurisdiction of the location where the Client was present at the time of entering the contract or where the injurious event occurred (Article R. 631-3 of the Consumer Code).