

SPECIAL CONDITIONS FOR ON-LINE LIFT PASS SALES

La Plagne Ski Lift Company (SAP)

Public Limited Company with a capital of 2 157 776,00 €

RCS Chambéry n° 076 220 011

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Tel N° : +33(04).79.09.67.00

Email : info@ski-laplagne.com

Ski Lift Company for the ski area of LA PLAGNE,

Insured for professional liability according to the conditions provided by article L220-1 of the Insurance Code with Allianz Opérations Entreprises - 7, Place du Dôme - TSA 21017-92099 La Défense Cedex.

Hereafter called the « Ski Lift Company ».

Article 1. GENERAL CONDITIONS

These conditions come into force from July 29th, 2016.

The validation of an order validated by the Ski Lift Company on-line unit from www.skipass-laplagne.com or via the Paradiski Yuge application implies that the purchaser (hereafter called the « Client ») accepts the current on-line special sales conditions.

If an error occurs, it will be considered as governed by the procedures in force concerning on-line sales for companies whose registered head office is in France.

The current conditions complement the « General Sales Terms and conditions and General conditions of use for ski passes on the ski lifts (hereafter called « Lift Pass(es) », posted in all the sales points and also available on line.

These conditions concern exclusively non-commercial individuals.

In accordance with Article 1369-4 of the Civil Code, all these conditions are available to clients, who can download them and print them off.

The legally binding information is presented in French.

Article 2. PRODUCTS OFFERED

The online sales service enables the Client to buy a « ski card » (Please note : price of the ski card : 1€ VAT included) and/or to register or recharge a Lift Pass on this ski card.

These are « hands-free » Lift Passes, printed on « chip cards » ski cards that can be recharged via the Ski Lift Company website or via the Paradiski Yuge application, and automatically operate turnstiles at access points to the ski lifts.

Please note : the Lift Pass consists of a card with a Lift Pass encoded on it and a proof of purchase emailed along with the confirmation of online purchase or recharge.

NB : In order to take advantage of the « loss or theft of Lift Pass » procedure defined in article 4 of the General conditions of Use for Lift Passes, the Client is required to provide the Ski Lift Company with this proof of purchase.

The features of the various Lift passes offered for sale (geographical area, period of validity...) are presented in the tariff grid that can be viewed on the website referred to above.

Article 3. TERMS FOR ON-LINE ORDERS

The order can be registered on the Ski Lift Company website if the Client is clearly identified :

- either by entering his access code (login + password) which is strictly personal ;
- or by completing the on-line form which allows him to be attributed his access code.

To validate the order, the Client must accept the current conditions as well as those of the General Terms and Sales conditions and the General conditions of Use for Lift Passes.

In accordance with article 1369-5 of the Civil Code, the Client can check the details of his order and its total cost, so as to correct any eventual mistakes, before confirming this order, which expresses his acceptance.

The Ski Lift Company will confirm the Client's purchase by email. The email will contain a recap of all the products ordered by the Client and constitutes the proof of purchase referred to in article 2.

Except for on-line recharging (cf article 7), on-line completed orders (payment, photos and necessary proof provided) must be imperatively validated on the Ski Lift Company internet site not after the tenth day before the first day of the validity of the Lift Pass, so that the Client can receive his Lift Passes at his home address.

If these time limits are not respected, the Client cannot receive his order at his home address.

However, on-line completed orders (payment, photos and necessary proof provided) can be validated on the Ski Lift Company internet site up to the day before the first day of the validity of the Lift Pass. In this case, the Client must collect his Lift Passes from the Ski Lift Company sales points (as chosen by the Client when he placed his order), taking account of the ski pass office opening times, available on www.skipass-laplagne.com.

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

Article 4. TARIFFS AND MEANS OF PAYMENT

The prices indicated on the internet site are in euros, VAT included and taking into account the VAT rate on the day of the order is validated.

It is noted that the postal costs are borne by the Ski Lift Company.

The price of the on-line order is payable when the order is placed. Payment must be in euros by on-line credit card payment.

In case of purchase before November 30th, 2016 of one of several Lift Pass(es) for a minimum total amount of 500€ VAT included, the Client can pay three installments.

For this, the Client must choose the corresponding option at the time of his order. So, the half amount of the order is debited at the time of the order. The second debit of one quarter of the total amount of the order is made one month later, using the number of the credit card the Client gave at the time of his order. The balance is debited one month after the second debit from the same credit card.

It is stated that payment by credit card is security safe using the Crédit Mutuel, in collaboration with an « on-line » security payment system), which guarantees the confidentiality of the payments. Payment is made with a virtual TPE, giving immediate payment.

At no moment does the Ski Lift Company have knowledge of the numbers that the Client has to provide. The Ski Lift Company is simply informed by the banking establishment that a bank transfer corresponding to the amount of the order has been sent to his account.

Article 5. CONFIRMATION THAT THE ORDER HAS BEEN RECEIVED BY THE SKI LIFT COMPANY

Orders paid by credit card and confirmed, will be those that have been given the acceptance of the Client's bank when the order was placed.

A refusal to authorize the debit of the Client's bank account by his bank, will lead to the cancellation of the order process.

Once the order has been validated on the internet and confirmed by the Client, the Ski Lift Company will send a confirmation email, which counts as the proof of purchase otherwise called a « Order summary », which is considered as the proof of purchase, as mentioned in article 2, and which contains the order summary.

Article 6. ORDER DELIVERY

Except for recharging online as referred to in article 7, the client can choose :

- either to have it delivered to the delivery address as indicated by the Client except in the case of a force majeure, the Ski Lift Company undertakes to deliver the Lift Passes by post no later than the seventh day before the first day that the Lift Pass is valid. (the postmark date counts as proof)
- or to collect the Lift Passes from the Ski Lift Company sales point chosen by the Client on the first day that the Lift Pass is valid, and during the opening hours of the sales point.
- The copy of the order summary (the emailed acknowledgment of receipt) will be required by the Ski Lift Company services, as well as an official proof of identity. If these are not provided, the Lift Passes ordered will not be issued. The order will be given to the Client.

ARTICLE 7. RECHARGING ON LINE SPECIAL FEATURES

A « ski card » can be recharged via the internet site, according to the products offered by the Ski Lift Company and no later than fifteen (15) minutes before the chosen Lift Pass becomes valid.

Payment is by credit card on-line. A receipt of payment for the order will be sent by the Ski Lift Company to the Client, who should keep this proof of purchase notably for controls when using the ski lifts.

The Lift Pass will be automatically recharged when the Client goes through the hands free ski lift sensor for the first time.

Article 8. NO RIGHT TO RETRACT

In accordance with article L221-2 9° of the consumers code, Lift Pass sales are not covered under the right of retraction as mentioned in articles L221-18 onwards of the consumers Code covering on-line sales.

Article 9. ORDER MODIFICATIONS AND CANCELLATION

Once the order is confirmed by the Client, the Lift Pass cannot be exchanged or modified.

On the other hand, the Lift Pass order can be cancelled free of charge and on simple request by e-mail to ventes@ski-laplagne.com up to 48 hours before the first day of ski. This reimbursement will be made by recrediting the credit card that was used for the Lift Pass order transaction. Under the 48 hours time limit, the Lift Pass order cannot be cancelled.

Article 10. ORDER FOLLOW UP

For any further information, the Ski Lift Company on-line sales department is at the disposal of the Client :

Tel : +33(04).79.09.68.18

Address : BP57 - La Plagne - 73214 Aime La Plagne Cedex

Email : ventes@ski-laplagne.com

Article 11. RESPONSIBILITY AND GUARANTEES

The Ski Lift Company is only bound to provide the means for all the on-line sales procedures.

The responsibility of the Ski Lift Company cannot be called upon for any inconvenience or damages due to the use of the internet, notably by the service cutting out, an exterior intrusion or the presence of a computer virus and , in a general manner, for any other event which can be qualified by law as a « force majeure ».

The Client declares knowledge of the characteristics and limits of the internet, in particular its technical performances, the reply time for consultations, questioning or transferring data and the security risks linked to these communications.

Article 12. PROOF OF PURCHASE

Giving his credit card number on-line and, in a general manner, the final confirmation of the order by the Client is taken as proof that the whole of the transaction has taken place, in accordance with the law n°2000-230 dated 13/03/2000 and that payment is due.

This confirmation acts as a signature and binds the Client to complete acceptance of all the on-line sales system operations.

The Client must keep the proof of purchase, which is the only document providing proof for any dispute as to the terms of the order, notably in case of inspection at the ski lifts.

Article 13. INTELLECTUAL PROPERTY

All elements of the website are the property of the Ski Lift Company, and shall remain the exclusive property of the latter.

Any reproduction of part of the site or any single link or hyper-link is strictly prohibited, unless by prior written consent from the Ski Lift Company.

Article 14. PROTECTION OF PERSONAL DATA

All the bank details requested of the Client when he plans his order are protected by a SSL 128 guaranteed, cryptographic system.

The treatment of personal data from the sale on this internet site has regularly been declared to the CNIL. The information that Clients provide on the site allows the Ski Lift Company to treat and execute the orders placed on the site.

In accordance with article 32 of the Computing Code, the Ski Lift Company informs its Clients about the use of this data, notably about the possibility of sending commercial offers to the Client.

If their address, email or other details change, Clients are required to update their personal information by logging in to their personal area accessible via the website.

Article 15. DATA FILING

The filing of the orders is managed by the Ski Lift Company on-line department in accordance with article L213-1 of the Consumer Code. In these conditions, the Client may have access to his filed order by written request to the service concerned at the above-mentioned address in article 10.

Article 16. TRANSLATION - APPLICABLE LAW - LITIGIOUS SETTLEMENTS

If these current general conditions have been printed in several languages, it is expressly understood that the French version of these general conditions is the authentic legal version. In consequence and if there is a problem in interpretation and application of one of the points in these general conditions, the French version should be used as reference.

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

Should there be a dispute over the interpretation or execution of this document, there is the option of conventional mediation or any other form of settling disputes (e.g. conciliation), as provided for in article L211-3 of the Consumer Code, in order to start a mediation way, the Client should contact The médiateur du Tourisme et du Voyage (MTV Médiation Tourisme Voyage, BP 80 303, 75823 Paris Cedex 17), following the information on the website www.mtv.travel during a maximum time limit of 1 year starting the receipt of his require to the Ski Lift Company.

If not out of court settlement can be found, the litigation will be brought by the most diligent party and judged by a competent court of justice.