

**GENERAL SALES TERMS AND CONDITIONS FOR MECHANICAL LIFT PASSES AND NON SKI ACTIVITIES**

**Société d'Aménagement de la station de la Plagne (SAP)**

Public limited company, registered capital €2 157 776.00

Registered at the Chambéry Trade and Companies Register N° 076 220 011

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Registered with ORIAS as agent of an insurance intermediary under number 18005294 (www.orias.fr)

Insured for professional liability, under the terms set out in article L220-1 of the Insurance code, with Allianz

IARD - 1, cours Michelet - CS 30051 - 92076 Paris La Défense Cedex,

Operator for the ski resort of LA PLAGNE,

Hereafter referred to as the "Seller".

**ARTICLE 1. SCOPE**

These general terms and conditions are applicable for all passes for mechanical lifts (hereafter referred to as "Pass(es)") sold by Société d'Aménagement de la station de la Plagne (SAP) giving access to the ski resorts in La Plagne or in Paradiski (area linking with the ski resort of Arcs/Peisey-Vallandry managed by ADS) and to recreational and sporting activities other than the sale of Passes (hereafter referred to as "Non Ski Activity(ies)").

These general terms and conditions are applicable from 9 September 2019 and are only valid for the winter season.

The terms and conditions for the sale of Passes valid for the summer season are defined in a separate document.

The general terms and conditions referred to in this document are supplemented by the General Terms and Conditions for Use of Lift Passes attached to this document.

Concerning online purchases (Internet site, tablet, booth or mobile application), these are supplemented by the Special conditions for online sales published through the corresponding sales channel.

In the event a certain condition is not accounted for, it will be determined by the usual practices regarding mechanical lifts for companies whose headquarters are based in France.

The acquisition of a Pass and/or the purchase of a Non Ski Activity implies the knowledge and the acceptance by the person (hereafter referred to as the "Client(s)") for all the general terms and conditions in this document, without prejudice concerning the usual legal avenues of redress.

These conditions concern exclusively all natural persons who are deemed to be consumers as defined in the preliminary article of the Consumer Code.

It is the responsibility of the Client to inform themselves of the Passes and where appropriate the Non Ski Activities as well as the proposed prices and to select the most suitable. The Seller cannot be held responsible for the Client's choice.

**Reminder:** Since these general sales terms and conditions are liable to modification, the version applicable to the Client's purchase is the one in force on the day that the contract is concluded.

## **ARTICLE 2. GENERAL TERMS AND CONDITIONS FOR THE SALE OF MECHANICAL LIFT PASSES**

### **Article 2.1. Description of Passes**

The validity of a Pass expressed in days means “consecutive days” over a dated period.

The following can also be proposed for sale:

- “Non consecutive Passes”: Their validity extends over the winter season underway. If, at the end of the said season or relevant period of time, the credit of days has not been consumed, this credit will neither be carried forward to the next season nor refunded nor exchanged.
- “Consecutive Hours Passes”: The number of hours is counted without a break, consecutively from the moment the first mechanical lift access point is crossed. If, when the mechanical lifts are closed, the credit of hours has not been used up, this credit will neither be carried forward to another day nor refunded nor exchanged.

The Seller, in the capacity of Agent of an Insurance Intermediary, also proposes an insurance contract “Carré Neige” to the Client in addition to the purchase of the Pass. This contract is subject to the insurance terms and conditions made available at the points of sale and can be consulted and downloaded either directly from the site [www.carreneige.com](http://www.carreneige.com) or from a link provided on the Seller’s Internet site ([www.skipass-laplagne.com](http://www.skipass-laplagne.com)).

#### **NOTE:**

Each Pass sale is accompanied by a **proof of purchase** featuring the resort and the category (adult, child, etc), the validity date, the **WTP number** of the **Pass** and if relevant, the **insurance** purchased.

It is imperative that the Client retains the **proof of purchase**; they must be able to produce it on demand by the Seller in the case of any inspection as well as for any other request (e.g. emergency assistance, loss or theft of the Pass, claims or other reasons).

### **Article 2.2 The format of the Passes**

Each **Pass** is composed of a **card** on which is printed a **lift pass**, and a **proof of purchase**.

The card itself is **sold at the price of one euro net (€1 inclusive of VAT)**.

All rechargeable cards distributed by the Seller, in good working order, may be recharged by the Clients at the Seller’s physical points of sale, at the purchase and recharging booths, at [www.skipass-laplagne.com](http://www.skipass-laplagne.com), on “easy pass” tablets, or using the mobile application “Paradiski Yuge”.

In the case where the Client does not have a card, his lift pass is encoded on a new “rechargeable smart card” referred to as “ski card”, valued at one euro per card (€1 inclusive of VAT).

This card is not refundable.

It can be recharged and reused once or several times within five (5) years of issue.

The bearer of a card does not benefit from any type of reduction on the price of a lift Pass in the event of recharging at any point of sale or online.

### **Article 2.3. Client photograph**

The sale of any “season” lift Pass must be accompanied by a recent ID photograph of the Client, face on, without sunglasses or headgear.

This photograph will be retained by the Seller in the digital ticketing system, in order to facilitate any recharging or reprinting of the Pass, on condition of the consent of the Client (see section “Data Protection Privacy Policy”).

## **Article 2.4. Prices and terms of payment**

### ***2.4.1 Prices***

The public prices for the lift Passes, for the “ski card” and for the Carré Neige insurance are visible at the Seller’s points of sale and on the Internet site [www.skipass-laplagne.com](http://www.skipass-laplagne.com). Price guides are also available at these points of sale as well as at the Tourist Offices.

These prices are expressed in euros per person and inclusive of VAT: they are established on the basis of the valid taxes and are liable to be modified in the case of a variation in the applicable taxes.

These prices are fixed and may not be modified during the term of their validity, the Seller reserves the right, outside the period of validity, to modify the prices at any moment.

Reductions and free passes can be proposed in accordance with the terms and conditions visible at the points of sale or on the Internet site.

At the points of sale, any reductions or free passes are granted on presentation, at the time of the purchase, of official documents proving eligibility for the tariff benefits.

No photocopy of such official documents will be accepted.

No reduction or free pass will be granted after the purchase.

All price reductions are applied on the basis of the “single adult tariff” and may not be used in conjunction with any other offer.

In addition, offers or promotions may be proposed in exclusivity and reserved to specific sales channels (e.g. Internet site, mobile application).

In all cases, the age of the Client is taken as that at the beginning of the validity of the Pass.

### ***2.4.2. Terms of payment***

The issuing of a Pass necessitates the payment of the corresponding tariff.

These payments are made in the euro currency, either by cheque issued from a bank account based in France and made out to the Seller, or in cash subject to the maximum cash payment levels permitted (see articles L112-6 and D112-3 of the Financial and Monetary Code), or by a debit or credit card accepted by the Seller (CB, Visa or Mastercard in euros or foreign currency), or by ANCV (Agence Nationale pour les Chèques-Vacances) holiday cheques.

All payments by cheque must without exception be accompanied by a passport or other identity document bearing the same name as is printed on the cheque.

## **Article 2.5. Interruption to the operation of mechanical lifts**

### ***2.5.1 If the Client selects a “4 hour” Pass or a “1 day” Pass***

The Seller proposes a discounted price on “4 hour” and “1 day” Passes in the case of unfavourable meteorological or avalanche conditions which impact significantly on the opening conditions for mechanical lifts. (see conditions at checkout)

**2.5.2. If the Client selects a “holiday” pass (= 2 days or more, not including the Pass for the “season” or for non consecutive days)**

Only the **interruption for more than four (4) consecutive hours AND more than fifty percent (50%) of the mechanical lifts** for which the Pass provides access, and not including force majeure, may give rise to compensation for any prejudice borne by the Client holding a “holiday” Pass.

In this case, a request form for compensation is issued by the reception or at the Seller’s points of sale or is available at <https://ticketoski.fr/fr/la-plagne>.

Once the thresholds for any compensation as set out in the first paragraph have been passed, the compensation is determined by the number of days during which the Client could not use their Pass as a result of the interruption: the last day taken into account being, in all cases, the day of the expiration of validity of the Pass concerned.

The Client may choose from the following forms of compensation (this choice is definitive and may not be challenged for any reason):

1. **Extension** of the period of validity of the Pass concerned with its exchange for a new Pass of the same type and having a validity equal to the number of days compensated as described above, (beginning on the day following the final date of the initial Pass, or from the first day of service resumption if this is later).
2. Receipt of a **credit note** to be used before the end of the following winter season. This credit note is issued in the form of a Pass with a validity equal to the number of days compensated as defined above.
3. A **refund** calculated on a pro rata for the number of days of interruption for the mechanical lifts. For example: for a stoppage of more than fifty-per cent (50%) of the mechanical lifts such as is defined above for three (3) days, a Client holding a six (6) day Pass will be refunded 3/6ths of the purchase price of their Pass.

The Client may not make any claim for a sum or service that exceeds the chosen compensation.

The request for compensation, accompanied by the necessary proof (original or scan of the Pass and proof of purchase), must be deposited with or sent to the Seller, in accordance with the terms defined in article 4.2 hereafter.

Compensation will be made within at latest two (2) months following receipt of all necessary documents relating to the request for compensation.

NB.: This procedure for compensation is not applicable for the first or the last week of the season, given that the Seller has already proposed reduced prices for these periods.

**NB.: Only the Passes that have been purchased and paid for by the Client directly with the Seller are eligible for compensation.** If necessary, consult the general sales terms and conditions provided by the organisation responsible for the sale of the Pass.

## **Article 2.6. Refund**

In the case where a Pass has been issued but only partially used or not used at all, no refund and no exchange will be considered except as set out in article 2.5 above.

It is possible to take out cover for this type of risk with a specific insurance, which also covers the costs of emergency recovery in the case of an accident on the ski slopes or on the ski lifts. All information pertaining to this must be sought at the points of sale.

## **ARTICLE 3. GENERAL SALES TERMS AND CONDITIONS FOR NON SKI ACTIVITIES**

### **Article 3.1. Description of Non Ski Activities**

These general terms and conditions apply specifically and without limits and unreservedly to all purchases of Non Ski Activities proposed by the Société d'Aménagement de la station de la Plagne (SAP), the Seller, to the Clients.

The Non Ski Activities marketed by the Seller are as follows:

- “Colorado Luge” Activity sold online and at all points of sale in the resort.
- “First tracks” Activity, the calendar for which is available on the Seller’s Internet site. This activity is sold exclusively online.

The principal characteristics of these Non Ski Activities are presented in the price guides available at the points of sale in the resort, and on the Seller’s Internet site.

Reminder: The Client is required to respect the security rules posted at each Non Ski Activity, the pictograms that supplement these rules, and any rules or security instructions given by the Seller’s employees, subject to sanctions.

The same applies for all council bye-laws posted at the town hall and at each of the Non Ski Activity areas.

### **Article 3.2. Cards**

The Non Ski Activity “Colorado luge” bought online by the Client is issued in the same format as that defined in article 2.2. The Client who has such a card can charge the Non Ski Activity “Colorado luge” directly onto their card.

Cards in good working order can be recharged directly at a Non Ski Activity “Colorado luge” point of sale.

If the Non Ski Activity “Colorado luge” is bought at a point of sale, it is issued on a disposable medium that is not rechargeable.

However, the reservation of the Non Ski Activity “First tracks” can only be made online. The Client will receive, after full payment has been received, an order confirmation including a QR code which enables them to access the Non Ski Activity “First tracks” on the day indicated on the said order confirmation.

### **Article 3.3 Prices and terms of payment**

#### *Article 3.3.1. Prices*

The prices for the Non Ski Activities are advertised at the Seller’s points of sale and on the Internet site [www.skipass-laplagne.com](http://www.skipass-laplagne.com). Price guides are also available at these points of sale as well as in the Tourist Offices.

These prices are fixed and may not be modified during the term of their validity, the Seller reserves the right, outside the period of validity, to modify the prices at any moment.

#### *Article 3.3.2. Terms of payment*

The price is payable in advance and in full on the day that the Non Ski Activity occurs or where appropriate when the order is placed.

A proof of purchase will be provided for the sale of any Non Ski Activity.

These payments are made in the euro currency, either by cheque issued from a bank account based in France and made out to the Seller, or in cash subject to the maximum cash payment levels permitted (see articles L112-6 and D112-3 of the Financial and Monetary Code), or by a debit or credit card accepted by the Seller (CB, Visa or Mastercard in euros or foreign currency), or by ANCV (Agence Nationale pour les Chèques-Vacances) holiday cheques.

All payments by cheque must without exception be accompanied by a passport or other identity document bearing the same name as is printed on the cheque.

#### **Article 3.4. Refund**

It is specified that in the case of the purchase of one or several undated toboggan rides for the Non Ski Activity “Colorado luge”, any unused rides remaining for the Client at the end of the winter season will be forfeited and will be neither refunded nor exchanged.

It is also specified that in the case of the purchase of one or several dated accesses to the Non Ski Activity ‘First tracks’:

- if the said Activity should be cancelled, in particular for security reasons or if the meteorological conditions do not permit a reasonable operation, or if the number of people signed up for the Activity is insufficient, the Client will be informed by email of the cancellation by the Seller and will be refunded. In all cases, the refund will be made at latest within two (2) months following the access date for the Non Ski Activity ‘First tracks’ indicated on the Client’s order confirmation.
- if the Client does not come on the date indicated on their order summary, no compensation will be considered.

### **ARTICLE 4. COMMON PROVISIONS**

#### **Article 4.1. Client photograph**

It is specified that the Colosses and Bécoin chairlifts as well as the “Colorado luge” Activity are equipped with a system that automatically photographs the Client.

The Client may, if they wish, obtain their photograph via the mobile application “Paradiski Yuge” after scanning their Pass and selecting their photograph at the gate.

The photograph constitutes personal data under the terms of the law, in particular the European ruling 2016/679 of 27 April 2016 relating to the protection of natural persons regarding the processing of personal data and the free circulation of this data.

It is processed digitally such that it is available to the Client after using the chairlift concerned. The same applies after using the Non Ski Activity “Colorado luge”.

The processing is carried out according to the conditions defined in article 4.4.

#### **Article 4.2. Claims**

Any claim must be addressed to the Seller within two (2) months following the occurrence of the incident at the origin of the said claim, without prejudice for the avenues and legal delays to appeal to a mediator or to file a case in court in accordance with the conditions defined in article 4.5.

Any claim must be sent to the following address: SAP - Service Relation Clientèle - BP 57 - La Plagne - 73214 AIME LA PLAGNE Cedex or by Internet at <https://ticketoski.fr/fr/la-plagne>.

#### **Article 4.3. Intellectual property**

The Client does not acquire any property or user rights and may not use the Seller’s names, signs, emblems, logos, brands, copyright material and other signs or other literary, artistic or industrial property rights.

#### **Article 4.4. Data protection privacy policy**

The personal data collected during the sales of Passes are subject to processes that aim to:

- Process the order. This processing is necessary to conclude the sales contract between the Client and the Seller.
- Photograph the Client. This process is based on the Client's consent, expressed during the purchase or the issue of a Pass with photograph and/or a Pass giving access to the Colosses or Bécoin chairlifts, and/or the purchase of the Non Ski Activity "Colorado luge".
- Send the Client promotional offers, information letters, invitations to participate in games and competitions and satisfaction polls. Concerning messages sent by the Seller, this processing is based on the legitimate interest of this latter for the development of its activities, and concerning messages sent by the Tourist Office in La Plagne, the Seller's commercial partners and affiliated companies (Groupe Compagnie des Alpes), on the agreement of the Client.

All the information requested by the Seller at the time of the sale of the Passes is obligatory. Any other information given is optional.

The processing is carried out under the responsibility of the Seller, represented by Mr Nicolas PROVENDIE, Director-General, whose contact details are indicated in the header section of these General Sales terms and conditions.

The data collected is destined:

- for the Seller;
- for all the service providers whose intervention is necessary to carry out the processing mentioned above;
- for the Tourist office in La Plagne, for the Seller's commercial partners and for affiliated companies (Groupe Compagnie des Alpes) if the Client has given his consent.

This data is liable to be transferred to a non-European Union country. The Client may obtain complementary information concerning these transfers and the guarantees that are applicable to the Seller.

The data collected is held for the following timescales:

- Data collected to process product and service orders: for five years from the moment collected if the order total is less than €120, for ten years if the order made by electronic means is equal to or greater than €120. Exceptionally, the number and validity date of debit and credit cards are held in all circumstances for 15 months after the last debit date to serve as proof in the case of a challenge concerning the transaction carried out remotely. The cryptogram is not held beyond the moment of the transaction.
- Photographs taken for the purchase of a Pass with photograph: for three years from the date taken, in order to facilitate the reprinting of a Pass from one season to another, subject to the prerequisite consent of the Client;
- Photographs taken on the Colosses and/or Bécoin chairlift(s) and/or at the Non Ski Activity "Colorado luge": for a reasonable time period of a few hours and in all circumstances, at most until the end of the day on the gate at the top of the chairlift concerned. At the end of this period, the photograph is saved for a new period of four weeks, if the Client scans their Card at the said gate and selects their photograph in order to download it onto the mobile application "Paradiski Yuge";
- Data collected in order to send the Client information letters, satisfaction polls and promotional offers: for three years from the date collected. At the end of this period, this data will be held for a new period of three years if the Client accepts to continue receiving information letters, satisfaction polls and promotional offers from the Seller;
- Data collected to respond to the requests for information, comments and claims that the Client sends: for the time necessary for the processing of these requests, comments and claims.

In order to preserve the privacy and security of personal data and in particular to protect them from illicit or accidental destruction, loss or accidental alteration, or disclosure or unauthorised access, all appropriate technical and organisational measures are undertaken by the Seller in accordance with the legal provisions in force. To this end, the Seller has put in place technical measures (such as firewalls) and organisational measures (such as an identification system / password system, physical protection means, etc.).

The Client retains the right to access the data concerning them, to have this rectified or erased, transferred or to transfer them to a third party, to obtain the restrictions on the processing or to challenge this processing. The Seller will oblige this request on condition that all legal obligations are respected.

The Client retains the right to withdraw at any moment their agreement to the processing of data relating to them. Any withdrawal of consent does not affect the legality of the processing undertaken before this request.

The Client can exercise their rights:

- By post to the following address: SAP - Service Protection des données personnelles - BP 57 - 73214 AIME LA PLAGNE Cedex, or;
- By email to the following address: [privacy.sap@compagniedesalpes.fr](mailto:privacy.sap@compagniedesalpes.fr)

As part of their endeavour to ensure privacy and the protection of personal data, the Seller must be able to check the identity of the Client in order to respond to their request. As such, the Client must attach, for all requests to carry out their rights as mentioned above, a photocopy of their ID document mentioning their date and place of birth and bearing their signature and this, in accordance with the provisions of the law n° 78-17 of 6 January 1978 known as the “(French) Data Protection Act”, of article 92 of the decree dated 20 October 2005 decreed for the application of this law, and of the European ruling 2016/679 dated 27 April 2016 relating to the protection of natural persons with regard to the processing of data of a personal nature and the free circulation of this data.

Finally, the Client retains the right to address a claim to the CNIL if they deem that their rights are not respected. The CNIL address is as follows: 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 - Internet : <https://www.cnil.fr/fr/plaintes>.

In application of article 90 of decree n° 2005-1309 dated 20 October 2005, the Client may receive the information presented above in written form, following a simple spoken or written request made to the above-mentioned organisation.

Finally, the Client may ask to feature at no cost on the list that opposes all telephone cold-calling in order to ensure they are not targeted by telephone by a professional with whom they have no on-going contractual relationship, in accordance with article L223-2 of the Consumer Code. (<http://www.bloctel.gouv.fr>).

#### **Article 4.5. Translation - applicable law - ruling on litigation**

In the case where these general terms and conditions should exist in several languages, it is expressly intended that the French version of these general terms and conditions be the only version to prevail. As a consequence and in case of difficulty in interpreting/application of any one of the provisions of these general terms and conditions, it is appropriate to refer expressly and exclusively to the French version.

These general terms and conditions are subject, as much for their interpretation as for their application, to French law.

In accordance with the provisions in article L.211-3 of the Consumer Code, in the case of conflict relating to these terms and conditions, the Client may, at no cost, have recourse to contractual mediation or any other means for settling the litigation.

All claims must be addressed in the conditions defined in article 4.2 of this document.

Failing a satisfactory response or lack of response within at least sixty (60) days following the written claim (and within a maximum of one (1) year from the date of this written claim), the Client is informed of the possibility of recourse for a mediation process with the **Tourism and Travel Mediator** in accordance with the terms set out on the site [www.mtv.travel/](http://www.mtv.travel/)

The opinion given by the Tourism and Travel Mediator is not binding for the contracted parties.



Furthermore, in accordance with article 14 of the Ruling (EU) n°524/2013, the European Commission has set up a platform for the Online Ruling on Litigations, thus facilitating the independent ruling through extrajudicial avenues for online litigations between consumers and professionals in the European Union.

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

Failing a settlement by mutual consent, the Client may refer the matter to either one of the territorially competent courts by virtue of the code for civil procedure, or the local court where they lived at the moment the contract was concluded or at the moment the incident occurred (Article R. 631-3 of the Consumer Code).

**GENERAL TERMS AND CONDITIONS FOR THE USE OF MECHANICAL LIFT PASSES AND NON SKI ACTIVITIES**

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Insured for professional liability, under the terms set out in article L220-1 of the Insurance code, with Allianz IARD - 1, cours Michelet - CS 30051 - 92076 Paris La Défense Cedex,

Operator for the ski resort of LA PLAGNE,

Hereafter referred to as the "Operator".

## Article 1. GENERAL

The following general terms and conditions are applicable for all passes for mechanical lifts (hereafter referred to as “Pass(es)”) sold by the Operator and giving access to the ski resorts in La Plagne or in Paradiski (area linking with the ski resort of Arcs/Peisey-Vallandry managed by ADS) and to recreational and sporting activities other than the sale of Passes (hereafter referred to as “Non Ski Activity(ies)”).

These general terms and conditions are applicable **from 9 September 2019** and are only valid for the winter season.

The terms and conditions for the use of Passes and Summer Activities valid for the summer season are defined in a separate document.

These general terms and conditions are supplemented by the general sales terms and conditions for the organisation responsible for the sale of the Pass to the Customer.

In the event a certain condition is not accounted for, it will be determined by the usual practices regarding mechanical lifts for companies whose headquarters are based in France.

The acquisition of a Pass and/or the purchase of a Non Ski Activity implies the knowledge and the acceptance by the person (hereafter referred to as the “Customer(s)”) for all the general terms and conditions in this document, without prejudice concerning the usual legal avenues of redress.

### **NOTE:**

#### **The Customer must at all times keep:**

- The **proof of purchase** that is provided at the moment of purchase with the Operator;

This proof of purchase indicates the resort, the category (adult, child, etc.), the final date of validity, the Pass “WTP number” and where relevant the insurance undertaken.

- The “**WTP number**” features on the Pass card in the case of purchase with a Distributor.

This will be asked for in the case of an inspection by the Operator as well as for other requests (e.g. emergency assistance, loss or theft of the Pass, claim) made to the Operator or to ADS where relevant.

**Reminder:** Every Pass sale will be accompanied by a proof of purchase on which are indicated the resort and the category (adult, child, etc.), the final date of validity, the Pass WTP number and any insurance that might have been taken out.

The Pass is strictly personal, non-transferable and incommunicable, except for the Pass for the shortest time period available on the price list. It is the Customer’s responsibility to keep their Pass safe such that it cannot be used by a third party.

## Article 2. PASS INSPECTIONS

Each Pass can be used for a period of validity and a pre-determined age group. The information relating to the validity and written on the card has no contractual value. Only the information contained on the electronic chip in the card is valid.

Each Pass permits, for the duration of its validity, unlimited use of the mechanical lifts in the named ski resort, without any priority of any type.

The valid resort for the Pass is defined on the ski slope map for the winter in question and for the duration of the opening periods for the mechanical lifts, information for which is posted at the Operator’s points of sale and/or at the access to the mechanical lifts, subject to meteorological and snow conditions.

The Pass (accompanied by its proof of purchase) must be retained by the Customer throughout the journey made on each mechanical lift, from the access area to the arrival point, in order to remain detectable by the

automatic detection system or to be presented to any official inspector from the Operator or ADS who has the right to ask to inspect it.

In the event where a Pass cannot be produced, or the Pass used is not valid, or the failure to respect the policy rules posted at the access area to the mechanical lifts has been duly noted by an official inspector, the contravener may rectify the situation with an on-the-spot transaction payment of a penalty fine which, where relevant, will be added to the amount owed for the Pass.

This penalty fine may be **five (5) times the value of a daily pass, as set out by the applicable ruling** (Articles L342-15, R342-19 and R342-20 of the Tourism code and Articles 529-3 et sequitur of the Code for penal procedure).

The official inspectors may ask for any documents that justify any price advantages granted to the Customer in possession of a reduced price or free Pass. As concerns the different age categories, these are systematically checked at the gates and indicated by different coloured lights.

If the contravener refuses or is unable to prove their identity, the official inspector will immediately inform any police officer of the national police forces who may order that the contravener should be presented immediately to the police officer.

Absolutely no consideration is given to the procedure described in the previous paragraph in the event of full payment for the sums due for the transaction. A receipt for the penalty fine will be issued in this case.

The contravener has time as set out in law:

- To pay the transaction amount which includes:
  - Where relevant, the amount due for the price of the pass;
  - The penalty fine;
  - And administration costs, in accordance with the provisions in article 529-4 in the Code for penal procedure;
- Or to address a well-founded and justified challenge to the Operator.

If the payment is not made within the legal time period allowed and in the absence of any challenge, the contravener will be prosecuted in accordance with the provisions in article 529-5 of the Code for penal procedure.

Finally, the fraudulent use of a Pass (Pass that is no longer valid, falsified, counterfeit, a nominal Pass used by a third party...) will bring about its immediate removal and, where relevant, legal proceedings.

### **Article 3. DEFECTIVE CARDS**

#### Instructions for use:

In order to assure the proper transmission of encoded information when passing the control gates, the Pass must be carried on the left side and, preferably away from any mobile telephone, keys and any type of packaging composed entirely or partially of aluminium.

The card must not be folded or perforated nor placed near a source of heat.

In the event of malfunction or technical failure of the “ski card” (for five years), the Operator who issued the initial Pass will proceed, at their cost, with the recuperation of the defective card and its replacement at a point of sale belonging to the Operator.

However, if after checking, the defect in the card can be attributed to the Customer (e.g. failure to respect the user instructions), the Operator will invoice the Customer for any costs as set out in article 4.

In the event where the defective card was issued by ADS, this request will not be dealt with by the Operator.

The Customer should address their request to ADS in respect of the General Terms and Conditions for Use of Passes written by ADS.

## **Article 4. LOSS OR THEFT OF CARDS FOR LIFT PASSES AND/OR ACCESS TO RELEVANT NON SKI ACTIVITIES**

### **4.1. Cards for Passes**

The following provisions are applicable only for Passes issued by the Operator.

For lost or stolen Passes issued by ADS, requests will not be dealt with by the Operator.

The Customer must address any request to ADS in respect to the General Terms and Conditions of Use written by them.

In the event of loss or theft of a **Pass with four (4) or more hours remaining for use**, the Customer may obtain a duplicate from the Operator, subject to meeting the following conditions:

#### ***4.1.1. Declaration of loss and information provided***

**Case n°1: For Customers who purchased and paid the Operator directly for their Pass.**

**Proof of purchase** (receipt provided by the Operator at the time of the purchase of the Pass in the case of payment at a point of sale or a copy of the order confirmation in the case of payment online), must be presented when asking for the duplicate.

**Case n°2 : For Customers who purchased their Pass through a distributor (e.g. host, Tour operator)**

The **WTP number** featuring on the Pass card must be provided to the Operator.

Since the Customer will not be in possession of a proof of purchase issued by the Operator, it is essential that they make a note of and keep this number as soon as the Pass has been issued by the distributor.

The Customer must then declare the loss in one of the Operator's points of sale, mentioning:

- The Customer's surname, first name and telephone number;
- The WTP number;
- The dates and validity period of the lost or stolen Pass.

### **4.2. Cards for Non Ski Activities**

In the event of the loss of the card for one or more accesses to one or more Non Ski Activities sold by the Operator, the Customer must provide the Operator with the **proof of purchase**, (receipt provided by the Operator at the time of the purchase of the Pass in the case of payment at a point of sale or a copy of the order confirmation in the case of payment online), when asking for the duplicate.

NB.: Customers who purchased their access to a Non Ski Activity through a distributor (e.g. host, Tour operator) may obtain a duplicate from the Operator, subject to meeting the conditions described in case n°2 of article 4.1.1.

### **4.3. Common provisions**

#### ***4.3.1. Administration costs***

To obtain a duplicate, the Customer must also pay for the administration costs applicable at the time and published in the Operator's points of sale.

#### ***4.3.2. Issue of duplicate***

Any card that is the object of a declaration of loss made with the Operator is deactivated so that the Pass no longer provides access to the ski slopes.

Subject to checks concerning its use, on the day of the declaration of loss/theft made before the closing time at a point of sale, the Customer may, at the same point of sale, ask for a duplicate (for the time remaining on the Pass and if relevant for any unused Non Ski Activities).

NOTE: Any Pass with less than four (4) hours remaining on it, regardless of the card type used, which is declared lost or stolen, will not be replaced with a duplicate. The same applies for other Passes in the event where the Customer is unable to provide the necessary information (see article 4.1. above). No appeal can be made against the Operator in such cases.

#### **Article 5. RESPECT FOR SAFETY RULES**

Customers are required to respect the safety rules relating to the mechanical lifts, and in particular the policy rules visible at the lift points of departure, the pictograms which supplement these as well as any instructions given by the Operator's staff, subject to sanctions.

The same applies in respect to council bye-laws relating to safety on the ski slopes and it is recommended to take into consideration the "Ten rules of good conduct for slope users" edited by the International Ski Federation (FIS).

Customers are also required to respect the security rules posted at each Non Ski Activity, the pictograms that supplement these rules, and any rules or security instructions given by the Seller's employees, subject to sanctions.

The same applies for all council bye-laws posted at the town hall and at each of the Non Ski Activity areas.

#### **Article 6. DATA PROTECTION PRIVACY POLICY**

##### **Customer movements:**

The personal data collected during the sales of Passes are subject to processes relating to the mechanical lift access management and Pass inspections.

This processing is based on the execution of the mechanical lift contract to which the Customer is party.

The data collected is intended for the Operator and, where relevant, ADS in its capacity as operator of the linked ski resort.

Data collected is conserved for the time period necessary to enable completion of its intended use.

##### **Customer photographs**

Personal data collected in the form of photographs taken of Customers during Non Ski Activities or travel on the Colosses or Bécoin chairlifts, are subject to processing relating to the provision of photographs to Customers who may chose to buy such a photograph.

This processing is based on Customer consent.

The data collected is intended for the Société d'Aménagement de la station de la Plagne (SAP).

It is stipulated that use of the mechanical lifts in the Paradiski resort may also involve photographs being taken. Customers wishing to apply their rights should address the operator concerned.

Data collected is conserved for the time period necessary to enable completion of its intended use.

##### **Pass inspections:**

Personal data collected by official inspectors during an inspection of Passes is the object of processing relating to offences noticed in the capacity of public land transport police. This processing is based on the Operator's legitimate interest in the fight against fraud.

All information collected by the Operator for processing as mentioned above is obligatory.

The data collected is intended for the Operator and, where relevant, exclusively for the judicial authorities in the case of legal proceedings.

The data collected is conserved for the following durations:

- In the event of payment of a penalty fine, the data relating to contraveners and to offences are erased at the moment payment is made. This data may however be archived at an external independent base, accessible only to the Operator's competent agents and for specific requests, for an additional maximum period of two years from payment of sums due.
- In the event of minor offences which do not lead to a penalty fine, data relating to the contraveners and the noted offences are conserved for a maximum period of twelve consecutive months in order to determine whether repeat offences occur and to note the offence as set out in article L.2242-6 of the Transport code. This data is also archived at an external independent base, accessible only to the Operator's competent agents and for specific requests, for an additional maximum period of two years from the end of the twelfth month in the database.

#### **Emergency assistance:**

Data collected on the emergency assistance form during interventions by ski patrol members for Customers are the object of processing intended for the administrative monitoring of the accident, invoicing of the cost of the emergency assistance provision and for any possible future litigation.

This processing is based on the legitimate interest of the municipality involved in authorising the Operator to provide an emergency response service in the resort and to recover the associated costs.

The data collected is intended for the Operator and the public authority responsible for invoicing and money-handling regarding the emergency service costs, the national police force (within the scope of an inquest following an accident), the Operator's and Customer's respective insurers, and the health service providers.

Data collected is conserved for the time period necessary to enable completion of its intended use.

#### **Common provisions:**

The above-mentioned processing is carried out under the responsibility of the Seller, represented by Mr Nicolas PROVENDIE, Director-General, whose contact details are indicated in the header section of these General Sales terms and conditions.

This data is liable to be transferred to a non-European Union country. The Customer may obtain complementary information concerning these transfers and the guarantees that are applicable to the Operator.

In order to preserve the privacy and security of personal data and in particular to protect them from illicit or accidental destruction, loss or accidental alteration, or disclosure or unauthorised access, all appropriate technical and organisational measures are undertaken by the Seller in accordance with the legal provisions in force. To this end, the Seller has put in place technical measures (such as firewalls) and organisational measures (such as an identification system / password system, physical protection means, etc.).

The Client retains the right to access the data concerning them, to have this rectified or erased, transferred or to transfer them to a third party, to obtain the restrictions on the processing or to challenge this processing. The Seller will oblige this request on condition that all legal obligations are respected.

The Client retains the right to withdraw at any moment their agreement to the processing of data relating to them. Any withdrawal of consent does not affect the legality of the processing undertaken before this request.

The Client can exercise their rights:

- By post to the following address: SAP - Service Protection des données personnelles - BP 57 - 73214 AIME LA PLAGNE Cedex, or;
- By email to the following address: [privacy.sap@compagniedesalpes.fr](mailto:privacy.sap@compagniedesalpes.fr)

As part of their endeavour to ensure privacy and the protection of personal data, the Seller must be able to check the identity of the Client in order to respond to their request. As such, the Client must attach, for all requests to carry out their rights as mentioned above, a photocopy of their ID document mentioning their date and place of birth and bearing their signature and this, in accordance with the provisions of the law n° 78-17 of 6 January 1978 known as the “(French) Data Protection Act”, of article 92 of the decree dated 20 October 2005 decreed for the application of this law, and of the European ruling 2016/679 dated 27 April 2016 relating to the protection of natural persons with regard to the processing of data of a personal nature and the free circulation of this data.

Finally, the Client retains the right to address a claim to the CNIL if they deem that their rights are not respected. The CNIL address is as follows: 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 - Internet : <https://www.cnil.fr/fr/plaintes>.

In application of article 90 of decree n° 2005-1309 dated 20 October 2005, the Client may receive the information presented above in written form, following a simple spoken or written request made to the above-mentioned organisation.

#### **Article 7. CO<sup>2</sup> INFORMATION FOR TRANSPORT SERVICES**

In application of articles L 1431-3 and D1431-1 to 1431-23 of the Transport code, CO<sup>2</sup>e information pertaining to transport services for mechanical lifts is hereby communicated by the Operator:

- The CO<sup>2</sup>e transport for a 1-day La Plagne Pass is 30.31 g CO<sup>2</sup>e, equivalent to a 0.22 km journey by car;
- The CO<sup>2</sup>e transport for a 1-day Paradiski Pass is 27.5 g CO<sup>2</sup>e, equivalent to a 0.20 km journey by car;
- The CO<sup>2</sup>e transport for a 6-day La Plagne Pass is 182 g CO<sup>2</sup>e, equivalent to a 1.32 km journey by car;
- The CO<sup>2</sup>e transport for a 6-day Paradiski Pass is 165 g CO<sup>2</sup>e, equivalent to a 1.20 km journey by car.

Basis for calculation: 6g CO<sup>2</sup>e/kWh/ 100% renewable energy/ car fuelled with diesel 140g/km (class C, current average)

For additional information, please address requests to : *SAP - Service Prévention des Risques - BP 57 - Plagne Centre - 73214 Aime la Plagne Cedex.*

#### **Article 8. TRANSLATION - APPLICABLE LAW - RULING ON LITIGATION**

In the case where these general terms and conditions should exist in several languages, it is expressly intended that the French version of these general terms and conditions be the only version to prevail. As a consequence and in case of difficulty in interpreting/application of any one of the provisions of these general terms and conditions, it is appropriate to refer expressly and exclusively to the French version.

These general terms and conditions are subject, as much for their interpretation as for their application, to French law.

In accordance with the provisions in article L.211-3 of the Consumer Code, in the case of conflict relating to these terms and conditions, the Client may, at no cost, have recourse to contractual mediation or any other means for settling the litigation.

All claims must be addressed to the following address: *SAP - Service Relation Clientèle - BP 57 - La Plagne - 73214 AIME LA PLAGNE Cedex* or by Internet at <https://ticketoski.fr/fr/la-plagne>.



Failing a satisfactory response or lack of response within at least sixty (60) days following the written claim (and within a maximum of one (1) year from the date of this written claim), the Client is informed of the possibility of recourse for a mediation process with the **Tourism and Travel Mediator** in accordance with the terms set out on the site [www.mtv.travel/](http://www.mtv.travel/)

The opinion given by the Tourism and Travel Mediator is not binding for the contracted parties.

Furthermore, in accordance with article 14 of the Ruling (EU) n°524/2013, the European Commission has set up a platform for the Online Ruling on Litigations, thus facilitating the independent ruling through extrajudicial avenues for online litigations between consumers and professionals in the European Union.

This platform is accessible with the following link:

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

Failing a settlement by mutual consent, the Client may refer the matter to either one of the territorially competent courts by virtue of the code for civil procedure, or the local court where they lived at the moment the contract was concluded or at the moment the incident occurred (Article R. 631-3 of the Consumer Code).

**SPECIAL CONDITIONS FOR THE ONLINE SALE OF MECHANICAL LIFT PASSES AND NON SKI ACTIVITIES**

**Société d'Aménagement de la station de la Plagne (SAP)**

Public limited company, registered capital €2 157 776.00

Headquarters: Plagne Centre - La Plagne - 73210 LA PLAGNE TARENTEISE

Postal address: BP 57 - La Plagne - 73214 Aime la Plagne Cedex

Registered at the Chambéry Trade and Companies Register N° 076 220 011

Intra-EU VAT N°: FR 05 076 220 011

Tel. N°: +33(0)4.79.09.67.00

Email: infor@ski-laplagne.com

Registered with ORIAS as agent of an insurance intermediary under number 18005294 ([www.orientas.fr](http://www.orientas.fr))

**Insured for professional liability, under the terms set out in article L220-1 of the Insurance code, with Allianz IARD - 1, cours Michelet - CS 30051 - 92076 Paris La Défense Cedex,**

**Operator for the ski resort of LA PLAGNE,**

**Hereafter referred to as the "Operator".**

**Article 1. GENERAL**

**These conditions are applicable from 9 September 2019.**

**The validation of an order made online on any of the following:**

- [www.skipass-laplagne.com](http://www.skipass-laplagne.com) (hereafter referred to as the "Internet site");
- "easy pass" tactile tablets made available in some sales points;
- the "Paradiski Yuge" mobile application, implies the acceptance by the person (hereafter referred to as the "Client(s)") of these special conditions for online sales.

**In the event a certain condition is not accounted for, it will be determined by the usual practices regarding online sales for companies whose headquarters are based in France.**

**These conditions supplement the "General sales terms and conditions for mechanical lift passes" (hereafter referred to as "Pass(es)") advertised in all the points of sale and also published online.**

**These conditions concern exclusively all natural persons who are deemed to be consumers as defined in the preliminary article of the Consumer Code.**

**All of these conditions are made available to Clients who may download and print them.**

**All contractual information is in French.**

**Article 2. PROPOSED PRODUCTS**

**The online sales enable the Client to:**

1. Buy a "ski card" (Reminder: the cost of this card is €1 inclusive of VAT), and/or to register or recharge a ski lift pass onto this card.

**These Passes are "hands-free", printed onto rechargeable "smart cards", and they automatically unlock the revolving gates giving access to the mechanical lifts.**

2. Buy or reserve the following Non Ski Activities:
  - "Colorado Luge";
  - "First tracks".

**"Easy pass" tablets and/or ticket sales and recharging booths are made available to Clients at some points of sale and with resort partners whose location is published on the Internet site. They enable the purchase or recharging of Passes (exclusively) mentioned on the equipment. For all first-time purchases, cards are distributed to Clients at these points of sale.**

**It is also possible to recharge some Passes using the "Paradiski" application.**

**The Client must therefore already be in possession of a "ski card" in order to have access to this service.**

**The list of the different types of Pass and Non Ski Activities proposed for purchase and/or recharging (geographical zone, length of validity...) are indicated on the specific price**

**guide for each sales channel and can be consulted via this same channel.**

**All Passes are available at the Operator's physical points of sale.**

**Reminder: The Pass comprises both a card on which is encoded the lift pass, and a proof of purchase sent by email at the moment of the online sales or recharging confirmation (hereafter referred to as the "Proof of purchase").**

**NB.:** In order to benefit from the procedure for the "loss or theft of cards containing a lift pass and/or access to non ski activities" as defined in article 4 in the General terms and conditions for the use of Passes, the Client must at all times provide the Operator with this Proof of purchase.

### **Article 3. TERMS AND CONDITIONS FOR ONLINE ORDERS**

**The order for a Pass or Non Ski Activity or Activities can only be recorded if the Client identifies themselves clearly:**

- Either via an access code (login name + password) strictly reserved for the user;
- Or by filling in the online form to obtain an access code.

For the tablets and the sales and recharging booths, the Client can finalise their order for a Pass (but not for Non Ski Activities) by simply entering their email address (without the need to create an account).

For the "Paradiski Yuge" application, the Client must create a client account in advance.

The Client can check the details of their order and the total price, and correct any possible errors before confirming the order. Confirmation of the order indicates definitive acceptance (article 1127-2 of the Civil code).

To finalise an order, the Client must acknowledge these conditions as well as the General Sales Terms and Conditions and the General Terms and Conditions for the Use of Passes, must accept them and proceed to payment according to the terms set out in article 4.

The Operator will confirm the order in an email sent to the Client. This email contains a summary of all the products confirmed by the Client in the order and constitutes the **Proof of purchase**.

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

#### **- Concerning Passes:**

Except in the case of online recharging as covered in article 7, or the collection of Passes at a sales booth (see article 6), all orders completed online (payment made and photograph provided) must imperatively be finalised at latest ten days before the first day of validity for the Pass, so that the Client's Passes can be delivered to their home. If this delay is not respected the Client will not be able to have their order delivered to their home.

However, completed online orders (with payment and photograph provided) may be made online **up to the day before the first day of Pass validity.**

In this case, the Client must collect their Passes at a point of sale selected at the moment of the order, with due respect to the opening hours as published on the Internet site.

#### **- Concerning Non Ski Activities**

Orders for Non Ski Activities may be done online, if necessary up to the day before the Non Ski Activity, if it is dated (the "First tracks" Activity is dated). For the "Colorado Luge" Activity, the Client must be able to produce their proof of purchase if requested to do so by the Operator. For the "First tracks" Activity, the Client must produce the order summary with the QR code at the Activity reception in order to gain access.

### **Article 4. PRICES and TERMS OF PAYMENT**

#### **4.1. General**

Prices are shown inclusive of VAT and in Euros, and are calculated on the VAT rate in force on the day the order is placed.

The Client must be able to provide official documents proving their eligibility for any price reduction at the time of the order.

**It is hereby stated that shipping costs are offered by the Operator.**

**The price of the online order is payable when the order is passed, except for the option of payment in three interest-free instalments if the order is made during the specified period and according to the terms and conditions specified in article 4.2 below. Payments must be made in euros by debit or credit card.**

**It is specified that in the case of the online purchase of several Passes, Clients may select the option of shared payment, conditions of which are defined on the service provider's Internet site.**

**Payments by debit or credit card are made via secure online payment processes (Lyra Network / PayZen for the Internet site and the "Paradiski Yuge" application, MPOs for the "easy pass" tablets), which guarantee confidentiality for all payments. Payments are made through a virtual terminal for immediate payment.**

**For the sales and recharging booths, payment is made via an automatic terminal.**

**At no time, the Operator has any knowledge of the numbers that the Client must provide. The Operator is only notified by the banking establishment that a transfer corresponding to the amount owed for this order has been made into its account.**

**On the Internet site, payment using French online holiday cheques is also accepted by the Operator.**

**4.2. Payment in three interest-free instalments (offer valid until 30/11/2019): offer reserved exclusively for the Internet site**

**In the case of purchases before 30 November 2019** of one or several Passes for a minimum total amount of €500 inclusive of VAT, the Client (adult only) may pay for their purchase in three interest-free instalments. To do so they must select the corresponding option during the order process. Half of the total order price will be debited at the time the order is placed. The second transfer of a quarter of the total order price is made one month later on the debit or credit card for which the Client provided the details at the time of the order. The final payment is debited one month after the second payment on the same debit or credit card.

Example: for an order totalling €600.00 inc. VAT made on 10/11/19, a first amount of €300.00 will be debited on 10/11/19, the second amount of €150.00 debited on 10/12/19 and the third amount of €150.00 debited on 10/01/20.

Set APR: 0%.

Total amount invoiced: €600.00

To do this, the Client must communicate the information relating to their own debit or credit card on the PayZen payment site (secure Internet

site). The Client guarantees that their debit or credit card will remain valid until the final instalment and that each payment is lower than the ceiling amount authorised by their bank.

**For any order made on or after 1st December 2019**, payments will be in full at the time of the order (see provisions set out in article 4.1 above).

## **Article 5. OPERATOR'S ACKNOWLEDGEMENT OF ORDER**

### **5.1. Outright payment**

Orders paid by debit or credit card are considered confirmed once authorisation has been given by the bank organisation.

Refusal by the bank to authorise payment leads to the cancellation of the order process.

Once the online order is finalised and confirmed by the Client, the Operator acknowledges reception of this order by email, which constitutes the Proof of purchase and contains a summary of the order and the invoice.

**5.2. Payment in three (3) interest-free instalments (offer valid until 30/11/2019): offer reserved exclusively for the Internet site**

Orders paid by debit or credit card are considered confirmed once authorisation has been given by the Client's bank for half of the total amount due inclusive of VAT for the order at the time of the order.

**Refusal by the Client's bank to authorise payment for half of the total amount owed leads to the cancellation of the order process.**

Once the online order is finalised and confirmed by the Client, the Operator acknowledges reception of this order by email, which constitutes the Proof of purchase and contains a summary of the order and the invoice.

### **Clause for the property rights:**

In the event of payment in three (3) interest-free instalments, the Passes remain the property of the Operator up until full payment has been made but the Client becomes responsible for them from the moment they are handed over to them.

In the event of non-payment of the second or third instalment, the total amount of the corresponding

order becomes immediately payable. Failure to pay the said amount can lead to the Operator invoking the clause for the property rights (see above) in order to obtain the return of the Passes.

## **Article 6. ORDER DELIVERY AND COLLECTION**

### **- Concerning Passes**

**Except in the case of recharging online as mentioned in article 7,** the Client who has ordered online has the choice:

- Either to have the delivery made to their home at the address indicated by the Client.

Except in the case of force majeure, the Operator guarantees delivery of the Passes by La Poste **at latest four (4) days before their first day of validity** (date guaranteed by the postmark)

Either to collect the Passes at one of the Operator's points of sale selected by the Client, on the first day of validity of the Passes, taking into account the opening hours for the point of sale. The **Proof of purchase** will be requested as well as an official, valid piece of identity. Passes cannot be issued without these documents.

The order is given directly to the Client.

- Either to collect the Passes at a sales booth upon confirmation of the order, taking into account the opening hours of the points of sale where these booths are available (see list on Internet site), and on condition that the Client can produce the order number or the QR code printed on the Proof of purchase.

### **- Concerning the Non Ski Activities**

Once the Client has their proof of purchase for the "Colorado Luge" activity or the order summary for the "First tracks" activity, they must arrive during opening hours for the "Colorado Luge" Activity and at the activity reception on the date reserved for the "First tracks" Activity, in order to be able to benefit from the Non Ski Activity.

## **Article 7. SPECIFIC FEATURES OF ONLINE RECHARGING**

**A "ski card" issued by the Operator can be recharged according to the products proposed online, at latest fifteen (15) minutes before the start of the validity of the Pass chosen.**

**Payment is made remotely by debit or credit card. An order acknowledgement is sent by the Operator to the Client, who should keep this**

**Proof of purchase, in particular in the case of inspections on the mechanical lifts.**

**Recharging of Passes happens automatically during the first entry via the "hands free" access gates.**

## **Article 8. ABSENCE OF RIGHT OF RETRACTION**

**The sale of Passes and Non Ski Activities is not subject to the application of the right of retraction** as set out in articles L 221-18 et sequitur of the Consumer code in terms of remote sales.

However, the sale of "Carré Neige" insurance products are subject to the provisions relating to the right of renunciation in the case of multiple insurance cover set out in the Insurance code, and whose terms feature in the special Rules (information notices) available online ([www.careneige.com](http://www.careneige.com)).

## **Article 9. ORDER MODIFICATION-CANCELLATION**

Once the order for the Pass is confirmed by the Client, the Pass may no longer be exchanged or modified. The same applies for Non Ski Activities.

The order for the Pass and/or the Non Ski Activities may however be **cancelled at no cost** and by simple request by email to [ventes@ski-laplagne.com](mailto:ventes@ski-laplagne.com) **up to 48 hours before the first day of validity for the Pass and where applicable for the date reserved for the relevant Non Ski Activity.**

**Less than 48 hours from the validity start date, no request for cancellation will be accepted by the Operator. The same applies even if the Client does not show up on the date indicated on their order summary in the case of a dated Non Ski Activity ("First tracks").**

This request must obligatorily include the order reference number and date indicated on the **Proof of purchase**, as well as the Client's name and address.

The Operator will cancel the order and refund the Client for the total order amount, by refunding the bank card, within fifteen (15) days from the cancellation request.

**Note:** This cancellation is only possible if the relevant Passes have not been used, even partially.

## **Article 10. ORDER TRACKING**

For further information, the Operator's online sales service is available for Clients:

*Tel: +33(0)4.79.09.68.18*

*Postal address: BP 57 - La Plagne - 73214 Aime la Plagne Cedex*

*Email: ventes@ski-laplagne.com*

#### **Article 11. RESPONSIBILITY**

The Operator is responsible for properly carrying out its obligations resulting from the contract concluded online, whether these obligations are to be carried out by the Operator or by other service providers, without prejudice to its right to recourse against these. However, the Operator may exonerate itself from all or part of its responsibility on production of proof that the failure to implement or the poor implementation of the contract is attributable either to the consumer or to the unpredictable and insurmountable act of a third party to the contract, or in case of force majeure. (Article L221-15 of the Consumer code).

#### **Article 12. CANCELLATION FOR DELIVERY FAILURE OR LATE DELIVERY**

Except in the case of force majeure as defined in article 1218 of the Civil code, in the event of the failure on the part of the Operator in its obligation to provide the services on the date or within the time period indicated to the Client, or, failing that, at latest thirty (30) days after the conclusion of the contract, the Client may dissolve the contract, by letter sent by recorded delivery with signature required or by other permanent written means if, after having asked the Operator, in accordance with the same terms, to supply the services within a reasonable time period, the latter has not carried out its obligation within this time period. The contract is considered dissolved upon reception by the Operator of the letter or the written document informing them of this dissolution, unless the Operator has carried out its obligation in the meantime.

The Client may immediately dissolve the contract if the Operator refuses to supply the services or if it does not carry out its obligation to supply the services on the date or in the time period indicated to the client, and when this date or this time period constitutes for the Client an essential condition of the contract. This essential condition arises from the circumstances that surround the contract or from an express request from the Client before the conclusion of the contract (Article L216-2 of the Consumer code).

#### **Article 13. PROOF, SAFEKEEPING AND ARCHIVING**

The provision of the bank card number and generally the final confirmation of the order by the Client prove the entirety of the transaction in accordance with article 1366 of the Civil code as well as the stipulation for payment.

This confirmation is understood as having the same value as a signature and express acceptance of all operations carried out online.

**The client must obligatorily keep their Proof of purchase, this is the only document proving the purchase in the case of litigation concerning the terms and conditions of the order, in particular during an inspection on the mechanical lifts.**

In accordance with article L213-1 of the Consumer code, for any order made online and for an amount at least equal to €120, the Operator guarantees the safekeeping of the record noting the Client's order, for a period of ten years from the date that the corresponding service is carried out, and guarantees access for the Client at any moment during this same time period, on simple request from this latter.

#### **Article 14. INTELLECTUAL PROPERTY**

All of the elements of the Internet site, the "Paradiski Yuge" application, the "easy pass" tablets, the sales and recharging booths which are the property of the Operator remain the exclusive intellectual property of this latter.

Any reproduction of the aforementioned elements or any simple link or hypertext link are strictly forbidden, except in the case of authorisation expressly given in advance by the Operator.

#### **Article 15. DATA PROTECTION PRIVACY POLICY**

To find out more about the data protection privacy policy, please consult the **section "legal notices"** in the sales channel being used.

#### **Article 16. TRANSLATION - APPLICABLE LAW - RULING ON LITIGATION**

In the case where these special conditions should exist in several languages, it is expressly intended that the French version of these special conditions be the only version to prevail. As a consequence

and in case of difficulty in interpreting/application of any one of the provisions of these special conditions, it is appropriate to refer expressly and exclusively to the French version.

These special conditions are subject, as much for their interpretation as for their application, to French law.

In accordance with the provisions in article L.211-3 of the Consumer Code, in the case of conflict relating to these terms and conditions, the Client may, at no cost, have recourse to contractual mediation or any other means for settling the litigation.

All claims must be sent to the following address: SAP - Service Relation Clientèle - BP 57 - La Plagne - 73214 AIME LA PLAGNE Cedex or on the Internet at the address <https://ticketoski.fr/fr/la-plagne>.

Failing a satisfactory response or lack of response within at least sixty (60) days following the written claim (and within a maximum of one (1) year from the date of this written claim), the Client is informed of the possibility of recourse for a mediation process with the **Tourism and Travel Mediator** in accordance with the terms set out on the site [www.mtv.travel/](http://www.mtv.travel/)

The opinion given by the Tourism and Travel Mediator is not binding for the contracted parties.

Furthermore, in accordance with article 14 of the Ruling (EU) n°524/2013, the European Commission has set up a platform for the Online Ruling on Litigations, thus facilitating the independent ruling through extrajudicial avenues for online litigations between consumers and professionals in the European Union.

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

Failing a settlement by mutual consent, the Client may refer the matter to either one of the territorially competent courts by virtue of the code for civil procedure, or the local court where they lived at the moment the contract was concluded or at the moment the incident occurred (Article R. 631-3 of the Consumer Code).