

SPECIFIC TERMS AND CONDITIONS OF ONLINE SALES OF SKI LIFT PASSES

COMPANY TELEPHERIQUES DE VAL D'ISERE (S.T.V.I)

Simplified joint-stock company with capital of €2,737,800.00

Chambéry Company Trade Register (RCS) no.: 380 241 513

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Registered with ORIAS as an intermediary insurance agent under the number 18001212 (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 VAL D'ISERE ski area,

Hereinafter referred to as the "Operator".

ARTICLE 1. GENERAL INFORMATION

The present terms and conditions shall be valid **from 10 August 2020**.

The validation of an order placed online

- Either at www.valdisere.ski (hereinafter referred to as "Website"),

- Or through the purchasing/recharging terminals at the client's 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)"), which are posted at all points of sale and can be read 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 of the present terms and conditions is presented in French.

ARTICLE 2. PRODUCTS OFFERED

Article 2.1. Pass

Online sales allow Clients to

- Register or recharge a pass on the "rechargeable Ski-card"

- Register or recharge a "season" ski pass on the "season card".

These "hands free" Passes, loaded on physical rechargeable cards, embedded with a chip, allow the activation of the turnstile terminals access to the ski lifts.

Clients can also order a pass and pick up a physical "rechargeable ski-card" from the following points of retrieval:

- Points of sale of the Operator;
- Resort partners' sites, whose locations are published on the Website.

Please note: Ski passes for disabled persons, extension of skipasses and free passes for persons 75 years old and over are not available online and must be applied for and picked up directly by Clients from physical points of sale of the Operator, upon presentation of a valid identity document.

The list and characteristics of the different Passes available for purchase and/or recharging (geographic area, validity period...) are indicated on the specific price chart of each sales channel and can be consulted on the latter.

All Passes are available for purchase at the physical points of sale of the Operator.

Reminder: The **Pass** consists of a **physical medium** encoded with a **ski lift pass** and a **proof of purchase** sent by email upon confirmation of the purchase or recharging online. (hereinafter "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 2.2. Product

Online sales allow Clients to buy the following Product:

- Thermos flask (Qwetch Bellevarde, Qwetch Solaise, Qwetch Fornet)
- Mug (Bellevarde, Solaise, Fornet)
- Poster (Val d'Isère, Le Kiff)

Products are also available at the desk in the resort

ARTICLE 3. ONLINE ORDER PROCEDURES

The order can only be registered on the Operator's website if the Client:

1- In cases of ordering with an account:

- Has clearly identified himself at www.valdisere.ski:
 - o Either by entering his access code (email address + password), which is strictly personal,
 - o Or by completing the online form, allowing him to obtain an access code.

2 - In cases of an order without creating an account (on the Website or at a purchasing/recharging terminal): the Client need only enter his email address to place an order.

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, 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. It shall constitute the **Proof of purchase**.

Except in cases of online recharging referred to in Article 7, complete online orders (including payment and photograph, if required) must be done on the Operator's website no later than the **fifteenth day** (for foreign orders and French overseas departments and territories) and no later than the **eighth day** (for mainland France orders) **prior to the first day of validity of the Pass**.

If these deadlines are not respected, the Client cannot receive the ordered items at his home address.

However, complete online orders (including payment and other requirements) can be finalised on the Operator's website **until the first day of the Pass validity**.

In this case, the Client must pick up the Pass at a kiosk at a point of sale of the Operator. The Pass may be picked up from the day preceding its validity, taking into account the opening hours of the points of sale, available on the Website.

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

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 the **shipping costs are offered by the Operator**.

Payment of the online order is due when the order is placed by bank card in Euros or ANCV Connect.

On the Website, payment by bank card is secured through PayZen by Lyra Network services, which uses TLS - Transport Layer Security- protocol (encryption of all information related to the bank card), guaranteeing the confidentiality of payments. The transaction is completed by immediate virtual payment via an electronic payment terminal.

At purchase/recharging kiosks, payment is carried out by means of an automatic payment terminal (Ingenico). Orders paid for (even partially) with Connect holiday vouchers are only confirmed where agreed by ANCV.

If the Client 's bank declines to authorise a debit payment from their account, the entire order process (including where the order has been completed and confirmed following partial payment with Connect holiday vouchers) is considered cancelled.

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.

ARTICLE 5. ACKNOWLEDGMENT OF RECEIPT BY OPERATOR

Orders paid by bank card will be confirmed only after 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 and the Operator shall not be held liable for the refusal.

You are reminded that orders paid for (even partially) with Connect holiday vouchers are only confirmed where agreed by ANCV.

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** mentioned in article 2, and which includes a recapitulation of the order and a receipt.

ARTICLE 6. DELIVERY OF THE ORDER AND PICK-UP

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

- Either home delivery to the address indicated for this purpose by the Client,
Except in the event of force majeure, the Operator commits to delivering the Passes by postal mail **the second day at the latest for mainland France and the fourth day at the latest for foreign orders and orders by French overseas departments and territories, before the Passes' first day of validity** (attested by the postmark date).

- or to pick up the Passes at a kiosk of the Operator's point of sale from the day before the validity of the Pass in question begins, taking into account opening hours.

The kiosk machine will require the Client to provide the order number or QR Code and to enter the Client's name (information contained on the Proof of purchase).

In the event of a technical incident, Passes may be retrieved from staff members at the points of sale. An official valid ID will be required.

ARTICLE 7. SPECIFIC FEATURES OF ONLINE RECHARGING

The physical medium issued by the Operator can be recharged with the products offered by the Operator via the website **no later than one (1) hour before the start of the validity of the selected Pass.**

Payment is made by bank card. A proof of receipt for the order is sent by the Operator to the Client, who shall retain this **Proof of purchase**, notably in the event of verifications at ski lift access points.

Recharging the Pass will occur automatically during the first passage of the Client through the "hands free" access points.

ARTICLE 8. ABSENCE OF RIGHT TO WITHDRAWAL

The sale of Passes is not subject to the application of the right to withdrawal provided for in Articles L 221-18 et al. of the Consumer Code regarding remote sales.

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

ARTICLE 9. MODIFICATION OF ORDER WITH PASS

9.1. Order change

The Client may not change an order to benefit from any promotional offer and/or price reduction and/or to change the payment method (e.g. order paid for by bank card and confirmed and Client's subsequent desire to pay).

An order modification request may be sent to the Operator, provided it relates exclusively to a change in the dates of validity or duration of the Pass ordered for the season in which the Pass(es) in question has/have been ordered. If an order has been paid for, whether partially or in full, with Connect holiday vouchers, a request to make a change can only be accepted if the Pass to be changed is for the same period and the same price.

No other modification of any nature whatsoever, especially concerning the price, will be accepted by the Operator.

As a result of this, any request to make a change not relating to changing Pass validity dates or periods, or to an order paid partially or in full with Connect holiday vouchers and relating to a Pass to be changed for the same period and at the same price, will not be processed.

For this specific modification, a request must be sent to the Operator by email or postal mail at the following addresses: contact@valdisere.ski or *STVI- Service Vente en Ligne- Gare Centrale - 73150 VAL D'ISERE, FRANCE.*

This request must imperatively contain the reference number of the order, mentioned on the **Proof of purchase**.

The request must be sent by the Client no later than forty-eight (48) hours before the beginning of the validity of the Pass concerned.

The postmark will attest to the date of any request for modification by postal mail. If the request for modification is sent by email, the date of sending of the latter will establish the official date.

Less than forty-eight (48) hours before the first day of validity of the Passes ordered, no modification request(s) can be accepted by the Operator.

- ***If the Pass to be modified is of the same duration and the same price***

In case of a first purchase of a Pass, the Operator acknowledges receipt of this modification request by e-mail. The Client must then go to the Operator's Online Sales Service no later than the first day of validity of his Pass (incurring no additional cost), so the change can be recorded by the computer ticketing system.

In case of recharging, the Operator acknowledges receipt of this modification request by e-mail. The Operator implements the modification on the dates of validity directly via its computer ticketing system.

The change of validity dates then takes place automatically during the first passage of the Client through the "hands-free" access points, at no additional cost.

- ***If the Pass to be modified has a longer validity period***

The Operator acknowledges receipt of this modification request by e-mail and cancels the first Pass (including any associated Carré Neige insurance).

The Client must then place a new order online, by recharging the physical medium received during the initial order. Once this new order has been placed, the Operator credits the Client's bank card with the amount of the first Pass (including associated Carré Neige insurance), within a period of fifteen (15) days.

- ***If the Pass to be modified has a shorter validity period***

The Operator acknowledges receipt of this modification request by e-mail.

Once this request is received:

- The Operator implements the modification directly on the period of validity of the Pass via its computer ticketing system, without the Client having to cancel his first order;

- The Operator issues a credit (in the form of a promotional code) in the amount of the difference between the cost of the first ski lift pass ordered (including any associated Carré Neige insurance), and the cost of the second ski lift pass (including any associated Carré Neige insurance) referred to in the Client's change request. This credit is sent by email to the Client within fifteen (15) days.

The credit must be used exclusively on the Website toward a future purchase before the end of the following winter Season (S+1).

9.2.. Cancellation of order

The Client cannot cancel an order to benefit from any promotional offer and/or price reduction and/or to change the payment method (e.g. order paid for by bank card and confirmed and Client's subsequent desire to pay).

An order cancellation request can be sent to the Operator by email or postal mail to the following addresses: contact@valdisere.ski or *STVI- Service Vente en Ligne - Gare Centrale- 73150 VAL D'ISERE, FRANCE.*

This request must imperatively contain the reference number of the order, mentioned on the **Proof of purchase**. The request must be sent by the Client a minimum of forty-eight (48) hours before the start of the validity of the Pass.

The postmark will attest to the date of any request for cancellation by postal mail. In case of cancellation request by email, the date of sending of the latter will establish the official date.

In this request, the Client must specify if he chooses:

- A refund of the amount of the cancelled ski lift pass;

In this case, the Operator credits the Client's bank card with the amount of the cancelled ski lift pass (including any associated Carré Neige insurance) within a period of fifteen (15) days from the cancellation request

If the order is placed with ANCV Connect, the Client must send bank reference for a wire transfer.

- A credit voucher corresponding to the amount of the cancelled ski lift pass (including any associated Carré Neige insurance).

This credit is sent by email to the Client within fifteen (15) days of the cancellation request.

The credit must be used exclusively on the Website toward a future purchase before the end of the following winter Season (S+1).

The Client may keep the physical medium of the cancelled Pass, which may be reused or recharged thereafter.

Less than forty-eight (48) hours before the first day of validity of the ordered Pass, no cancellation request will be accepted by the Operator.

ARTICLE 10. MODIFICATION/CANCELLATION OF AN ORDER WITH PRODUCT

Orders with Products are neither modifiable nor refundable apart from the possibility exercising is right of withdrawal.

ARTICLE 11. TRACKING THE ORDER

For additional information, the Online Sales Service is available to the Client at the address indicated in the previous article.

ARTICLE 12. RESPONSIBILITY

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, or due to unpredictable and insurmountable circumstances, to third parties, or in case of force majeure. (Art L221-15 Consumer Code).

ARTICLE 13. 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 it of this cancellation, unless the Operator has fulfilled its obligation in the meantime. The Client may immediately terminate 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 14. PROOF, PRESERVATION AND ARCHIVING

Providing his bank card number online, and, in general, validating the final confirmation of the order placed by the Client 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 **Proof of purchase**. Only this document will be binding in the event of a dispute regarding the terms of the order, notably in the event of a ski lift inspection.

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 request of the latter.

ARTICLE 15. INTELLECTUAL PROPERTY

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

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

ARTICLE 16. PROTECTION OF PERSONAL DATA

For further information about the protection of personal data, please see the "**legal notice**" section of the specific sales channel.

ARTICLE 17. 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. We inform the Client of his right to a process of mediation, conducted by the **Tourism and Travel Mediator** (MTV Médiation Tourisme Voyage, BP 80303, 75823 Paris Cedex 17, France) according to the conditions stated on the site www.mtv.travel, within a maximum of one (1) year from the date the written claim was sent to the Operator.

The Client can also contact the European Dispute Resolution Platform, accessible on the internet at the following address: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>.

In the event of a failure to reach an amicable settlement, the Client can pursue legal action in either 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).