

General Conditions of Sale of Passes for Ski Lifts and related activities for the Winter Season 2020/2021

General

These General Terms and Conditions of Sale (GTCS) apply to all passes on ski lifts (hereinafter referred to as "Pass(es)" sold by the Operator (hereinafter called "SETAM"), and giving access to the ski areas of Val Thorens-Orelle or the Vallée des Belleville (area connected with the ski areas of Les Menuires and St Martin de Belleville) or Les 3 Vallées (area connected with the ski areas of Les Menuires, St Martin de Belleville, Meribel and Courchevel).

The acquisition of a Pass implies knowledge and acceptance by the person (hereinafter referred to as the "Customer(s)") of all of these General Terms and Conditions, without prejudice to the normal legal remedies.

These General Terms and Conditions are supplemented by the Terms and Conditions of Use of Passes of ski lifts and related activities.

Regarding online purchases (website), the Special Conditions of Sale Online are available on the website ski.valthorens.com.

If any provision of these General terms and conditions were to be missing, it would be considered to be governed by the procedures applicable in the ski lift sector for companies whose head offices are registered in France.

These General Terms and Conditions relate exclusively to natural persons having the capacity of consumer within the meaning of the introductory section of the French Consumer Code having bought their Passes directly or from a SETAM ticket office or from a self-service SETAM Pass machine or a SETAM recharging terminal.

The onus lies with the Customer to find out about Passes and prices proposed and to select the most suitable. SETAM cannot be held responsible for the Customer's choice.

SETAM in its capacity as an Insurance Representative, also offers the Customer a "Carré Neige" insurance contract in addition to buying the Pass. This contract is subject to insurance conditions available in points of sale or viewed and downloaded directly from the website www.carreneige.com.

Article 1 - Transport Card and Pass

passes through the first turnstile, whatever time of day this occurs.

1.1 - DEFINITIONS:

The PASS: The **pass** is a paper or electronic **card** on which **tickets** are registered. The information concerning the pass validity on the card has no legal value. Only the information contained on the ski pass microchip is deemed authentic.

There are different categories of passes:

- **DATED PASSES:** "Dated" passes for which the first and last day of use are indicated. For these PASSES, the valid dates cannot be changed, except in exceptional circumstances duly authorised by SETAM.
- **NON-DATED PASSES:** "Non-dated" passes for which no specification is given regarding the first day of use. For these passes, the number of days is counted uninterrupted and consecutively as from the time the holder

The duration period of these passes (dated and non-dated) expressed in days is understood as being "consecutive days".

- **4-HOUR PASSES:** For 4-hour passes, the number of hours is counted uninterrupted and consecutively as of the time the holder passes through the first turnstile. If, when the ski lifts close, the hours of credit have not been used, these cannot be transferred to a later day or reimbursed or exchanged.
- **SEASON PASSES:**
- **The "Unlimited" Season Pass:** refers to the pass, for which the valid period is fixed for the winter season, with at least 90 days of skiing guaranteed in said season, **it being specified that the 90-day period of**

guaranteed skiing begins on the official opening day of the winter season.

The notion of “guaranteed ski days” is considered to have been fulfilled once the ski lifts, to which the pass grants access, have been opened: specifically without interruption of service for more than 5 consecutive hours of at least 90% of the ski lifts (these two conditions being cumulative), for the winter season as defined below.

WINTER SEASON: refers to the period between the official opening date of the Val Thorens ski lifts and the official closing date of said lifts.

The CARD: Travel Passes are issued on rechargeable cards.

1.2 – METHODS OF PURCHASE

The Passes must be purchased either at SETAM ticket offices at the resort or at one of our self-service SETAM pass machines or at one of the SETAM recharging terminals or on the online sales website ski.valthorens.com or through socio-professionals licensed by the SETAM.

As well as being able to buy passes at SETAM ticket offices, card holders can also purchase a 4-hour pass, a day pass for a maximum of 25 consecutive days (Adults: aged 13 - 64, Children: aged 5 - 12, Seniors: aged 65 - 74), a Family pass, a Duo pass, a Tribe pass or a Season pass via the website at ski.valthorens.com

The card holder does not receive any discounts on the Pass in the case of recharging.

No new Passes can be registered as long as the initially coded Pass on that card is not exhausted. Otherwise, the original Pass shall be irreparably cancelled, without the Customer being able to claim any compensation.

Only the registration of the 3 Vallées extension and the BEE passes is possible and must be requested from physical SETAM ticket offices.

Rechargeable cards can be reused once or several times within the limit of a two-year guarantee.

The guarantee applies only during normal use of the card. It consists of issuing a new replacement card to replace the defective one.

The pass provides access to the ski lifts operating in the ski area corresponding to the purchase (Val-

Thorens-Orelle, Vallée des Belleville or 3 Vallées) throughout its valid period, in accordance with the terms and conditions stipulated below. It also provides access to the various products that are strictly available to pass holders.

During the period of validity of the Pass, the Pass is strictly personal and is not assignable or transferable. It may not be loaned with or without consideration.

Article 2 – Pass issuing conditions

It is firstly recalled that the sale of "3 Vallées" and "Vallée des Belleville" Passes may be deferred in case of lack of snow or closure of 3 Vallées connections.

2.1 Prices – Discounts and free passes – Supporting documents

All retail prices of Passes are displayed electronically in SETAM ticket offices. Prices quoted are in euros including taxes per person, taking into account the current VAT rate on the day of the purchase, and may be modified in case of changes in applicable taxes.

They also appear on the website: ski.valthorens.com Discounts or free passes are offered to different categories of people according to the terms available at points of sale and on display at the time of purchase, with documents justifying the reduced price.

All discounts are applied based on the "adult/senior/child solo or individual" price and cannot be combined with any other offer or promotion.

The age of the Customer to be taken into account is that on the validity start date of the issued Pass.

Documents justifying a reduction are stored by in accordance with the provisions of Article 9. The Customer may exercise their rights with respect to such data in accordance with Article 9.

No discount or free passes shall be granted after the purchase.

2.2 Customer's photograph

The sale of season Passes, reduced price Passes and free Passes is subject to the submission or taking of a recent, forward-facing identify photograph, in which the Customer must not wear sunglasses or a hat.

This photograph shall be stored by SETAM in its computer ticketing system in accordance with the provisions of Article 9. The Customer may exercise their rights on such data in accordance with Article 9

2.3 Sales receipt

Each time a Pass is issued, with the exception of "Day group passes", a **sales receipt** is also issued featuring the type of Pass, its issue date and its unique number.

This sales receipt must be carefully kept for all subsequent requests. It is highly recommended not to leave it in the same pocket as the card itself.

Article 3 - Payment terms and means

Payments are made in euros:

- either in cash in the limit of regulatory caps (see articles L112-6 and D112-3 of the French Monetary and Financial Code),
- either by credit card (CB, Visa or Eurocard Mastercard, American Express)
- or by cheque drawn on a bank account in France and made payable to SETAM,
- or by valid holiday vouchers issued by the ANCV without any change being returned,
- or in certain currencies (US Dollar, Canadian Dollar, Pound Sterling, Swiss Franc, Norwegian Krone, Swedish Krona and Danish Krone)

Article 4 - Terms of use of self-service SETAM pass machines and recharging terminals

Machines allow the purchase and/or recharging of the Passes listed on them and are available to Customers at SETAM ticket offices or at certain SETAM partners. Payment can be made by credit card (CB, Visa or Eurocard Mastercard) via an automatic payment terminal.

Article 5 – Refunding of Passes

5.1 Unused Passes

Should any Passes issued (excluding 3 Vallées extension) not be used, an application for partial or total reimbursement of the order may be notified by email to forfaitinternet@valthorens.com or directly to the SETAM ticket offices. Passes may be refunded by bank credit (if the initial payment was made by credit card), bank cheque or bank transfer within 90 days.

5.2 Partly used Passes

Partly used Passes shall be neither refunded nor exchanged.

In case of illness, accident or any other personal event, an insurance service can cover this risk and useful information can be obtained by visiting: www.carreneige.com

Article 6 - Closure or interruption of service

6.1: SEASON PASSES

6.1.1 UNLIMITED SEASON PASS

With regard to valid SEASON PASSES: only closure of the ski lifts to which the pass grants access, thus preventing the "guaranteed skiing" as defined in Article 1, shall result in compensation.

In this case, the amount of compensation will be calculated as follows:

$$C = P (90 - D) / 90$$

C = Compensation

P = Price paid

D = Days of guaranteed skiing

6.2: OTHER PASSES

In case of an interruption to the ski lift service, holders of a valid paid Pass, excluding seasonal Passes, at the end of stay, shall be offered "compensation" for damages suffered only **in the case of complete and consecutive stoppage of 90% of ski lifts to which the pass granted access AND** for a period of more than 5 hours

Having provided supporting documents, the Customer may benefit:

- either from an immediate extension,
- or, if an application is made by mail, a credit in ski day(s) to be used by the end of the third winter season following that of the Pass on which the compensation is granted,
- or a deferred payment, on condition of supporting documents being produced within two months, by bank transfer occurring within four months of receipt of these documents. This shall be determined in proportion to the duration of the interruption to the ski lift service and calculated as follows: (Value in € of the Pass purchased by the Customer for X length of time) – (value in € of an identical Pass to the one purchased by the Customer but with a consecutive duration of X-Y), Y being the period of interruption of service in excess of a half day.

The Customer may not claim any sum or service exceeding this compensation.

Only a complete and consecutive stoppage of the **Val Thorens ski lifts** in excess of a half day shall guarantee compensation to holders of 3 Vallées and Vallée des Belleville passes issued at Val Thorens.

ATTENTION: In all cases, the Season Pass and other passes, only Passes directly purchased and

paid for by the Customer from SETAM may be compensated. Failing this, it is necessary to refer to the Terms and Conditions of Sale of the entity having sold the Pass.

Article 7 – Complaints

Any complaints must be addressed to SETAM within two months following the occurrence of the event causing the complaint, notwithstanding the legal remedies and deadlines to take legal action, at the following address: SETAM, Service Clientèle (Customer Service) Department, Le Génépi, Val Thorens 73440 LES BELLEVILLE.

Article 8 – Intellectual property

The Customer can claim no ownership or usage rights and shall not use the names, signs, emblems, logos, trademarks, copyright and other signs or other rights of SETAM's literary, artistic or industrial property.

Article 9 – Protection of personal data

Within the framework of the General Regulation on Data Protection (GDPR), the General Terms and Conditions of Sale of ski lift Passes have been updated to comply with the new European directives on privacy.

The Customer is informed and agrees that when buying a Pass, SETAM stores, processes, saves and uses the Customer's personal data in compliance with the regulations on personal data, including the French Data Protection Act of 6 January 1978 amended by Act No. 2018-493 of 20 June 2018 on the protection of personal data resulting from the European General Regulation on the protection of personal data. The collection and processing of such data are necessary for the execution of the contract, management of customer relations and improvement of the services and are the legal basis for the contract. Each form indicates whether personal data is mandatory. If one or more mandatory pieces of information are missing, the Pass may not be issued.

Except if opposed by the Customer, the collected personal data may also be used electronically for marketing purposes by SETAM for products and services similar to those covered by the contract.

Subject to obtaining the express prior consent of the Customer, the necessary data can also be used electronically for marketing purposes and/or information on the activity of the resort by the Val Thorens Tourist Office, partner of SETAM. The processing shall then be legally based on the Customer's consent, which may be withdrawn at any time.

The Customer acknowledges and agrees that information on their movements on the slopes shall also be collected for managing access to ski lifts, for Pass inspection and, where applicable, search for missing persons. In this case, the legal basis of the processing is, where applicable, the execution of the contract, the legitimate interest of SETAM and the vital interest of the person.

The data collected may be used for statistical purposes, after being anonymised.

This information is strictly confidential and is only for competent departments of SETAM (including ticketing, accounting, marketing and communications, reception and inspection department, senior management) and the Val Thorens Tourist Office involved in the execution of the contract. Consequently, it is not transmitted to third parties, excluding SETAM subcontractors for purely technical reasons or if disclosure is required by law, regulation or court decision.

To protect the privacy and security of personal data and in particular to protect against unlawful or accidental destruction, accidental loss or alteration, or disclosure or unauthorised access, SETAM shall take appropriate technical and organisational measures, in accordance with applicable law. To this end, it has implemented technical measures (such as firewalls) and organisational measures (such as a login / password system, physical protection of resources, etc.).

The data collected is stored for a maximum period of 5 years from the end of validity of the Pass.

The Customer has a right of access, rectification, deletion and portability of their data, the right to limit its processing, objection to processing, a right to pursue a claim with a supervisory authority and give directions as to the fate of the data after their death. They can exercise their rights by writing to the following address: SETAM, Traitement automatisé (Automatic processing), Le Génépi, Val Thorens 73440 LES BELLEVILLE or by email to forfaitinternet@valthorens.com

In the interests of confidentiality and protection of personal data, SETAM must be able to verify the identity of the Customer to reply to their request. For this, the Customer must attach, to support of any request to exercise the aforementioned rights, a photocopy of an identity document stating the date and place of birth and bearing their signature in accordance with Act No. 78-17 of 6 January 1978 or "French Data Protection Act", Article 92 of the decree of 20 October 2005 adopted in implementation of this Act, and EU Regulation 2016/679 of 27 April 2016 on

the protection of individuals with regard to the processing of personal data and on the free movement of such data.

The Customer is informed of the existence of the "Bloctel" telephone canvassing blocking list on which they can register here: <https://conso.bloctel.fr/>.

SETAM has appointed a Data Protection Officer whose contact details are the following: SETAM, Délégué à la protection des données, Le Génépi, Val Thorens 73440 LES BELLEVILLE.

Finally, the Customer has the right to lodge a complaint with the CNIL if they consider that their rights are not respected. The CNIL can be contacted at the following address: Commission Nationale de l'Informatique et des Libertés, 3 place de Fontenoy, TSA 80715, 75334 Paris Cedex 07, France – Tel.: +33 (0)1 53 73 22 22 – Fax: +33 (0)1 53 73 22 00 – Website: <https://www.cnil.fr/fr/plaintes>.

Article 10 - Translation and applicable law - dispute resolution

Although these GTCSs are drafted in several languages, it is expressly understood that the French version of these GTCSs is the authentic version.

Therefore, in case of difficulty of interpretation and application of any provision of these GTCSs, you agree to refer expressly and exclusively to the French version.

These GTCS are subject to French law for their interpretation and implementation.

Pursuant to Article L 211-3 of the French Consumer Code, should a dispute arise regarding the validity, interpretation or execution of these Special Terms and Conditions, the Customer can request free conventional mediation proceedings or any alternative means of dispute resolution. The Customer is informed of the possibility of using a mediation procedure with the **Médiateur du Tourisme et du Voyage** - Tourism and Travel Ombudsman (MTV Médiation Tourisme Voyage, BP 80 303, 75823 Paris Cedex 17) under the terms established on the www.mtv.travel website and within a maximum of one (1) year from the written complaint being filed with SETAM.

It may also use the European platform for dispute resolution, accessible on the Internet at the following address: <https://webgate.ec.europa.eu/odr/> or refer to the European Ombudsman, 1 avenue du Président Robert Schuman, CS 30403, F-67001 Strasbourg Cedex, Tel : +33 (0)3 88 17 23 13.

The opinion(s) of mediator(s) is not binding on the parties to the contract.

Failing an amicable settlement, the dispute shall be brought before the competent court in accordance with the law.