## 1 - General provisions

When an individual (hereinafter the "customer") places an order, this fact entails that he/she accepts all of these special terms and conditions of remote sale. If a provision is missing in these special terms and conditions, this missing provision shall be deemed to be governed by current practices in the remote sale sector for companies having their registered offices in France. These terms and conditions complete the "general terms and conditions of sale and use of passes" displayed at all sales outlets and uploaded on the website. The features of the various passes on sale (geographic area, term of validity, etc.) are presented in the rate scale that may be consulted at sales outlets and/or on the aforementioned website. The contractual information is presented in French. Remote passes are purchased by placing an order on-line, by logging onto the following http addresses: www.s3v.com | www.skipasscourchevel.com | www.skipassmeribelmottaret.com | www.meribel.net | www.skiatoutprix.com www.courchevel.com | www.les3vallees.com | www.meribelmottaret-ete.com | www.courchevel-ete.com

### 2 - Operator

The skiable areas of Courchevel, La Tania and Méribel-Mottaret are operated by: Société des Trois Vallées (S3V) - a French Semi-public Limited Company (S.A.E.M.) with an executive committee and a supervisory board - Chambéry Trade and Companies Registry 429 852 668. All requests for information or claims must be sent to:

#### For Courchevel - La Tania

S3V - Réservation SKIPASS - Bâtiment la Croisette - BP 40 - 73122 Courchevel CEDEX - FRANCE

# For Méribel-Mottaret

S3V - Réservation SKIPASS - 73550 Méribel-Mottaret - FRANCE

## Contact

Tel. 04 79 08 20 00

www.s3v.com | www.skipasscourchevel.com | www.skipassmeribelmottaret.com | www.skiatoutprix.com | www.meribelmottaret-ete.com | www.courchevel-ete.com

### 3 - Remote purchase

The order must be placed six (6) days prior to the date of the 1st day of validity in the event of an on-line order and posting of passes to your home address, or two (2) days in the event of an on-line order and collection of passes at the ski resort. There is no time limit in the event a card is topped up on the websites: www.s3v.com | www.skipasscourchevel.com | www.skipassmeribelmottaret.com | www.meribel.net | www.skiatouprix.com | www.courchevel.com | www.les3vallees.com | www.meribelmottaret-ete.com | www.courchevel-ete.com

An order is processed only after the amount credited to the operator's account has been finally validated. In the event the customer's bank refuses authorisation to debit his/her bank account, the order process shall be cancelled. The customer shall be notified of said cancellation no later than seven days after the order has been processed.

## 4 - Methods

## 4.1 - Payment

The price is payable with the order and payment must be made in euros.

Payment is made by bank card (Visa, Eurocard, MasterCard or American Express). It is specified that payment by bank card is protected by PAYZEN solution, in collaboration with la Banque Populaire des Alpes which guarantees the confidentiality of payments.

Payment can be made either in one go or deferred in 3 or 4 installments over several monthly installments via our partner Alma according to the conditions below and according to the general conditions of sale of the partner ALMA which must be accepted by the customer. Payment security is provided by Alma and its service providers. All payments are protected by 3D Secure.

### Payment in 3X or 4X:

- Only purchases between €320 and €4,000 are eligible for payment with Alma.
- This payment is a credit
- The Customer has a period of 14 calendar days from the date of order to renounce to the payment facility granted by Alma and must then pay in cash, by notifying directly their decision of retraction to the address <a href="mailto:support@getalma.eu">support@getalma.eu</a>
- Fees: fees will be debited, the customer will be informed of the amount of the fees before the validation of the purchase in installments.
- Any refusal to grant the Alma credit service for an order may result in the cancellation of the order.
- Any termination of the General Terms & Conditions of sales that bind the Customer and the Seller entails the termination of the Conditions of use or the credit agreement between Alma and the Customer.

Alma is a tele-payment manager and issues an electronic certificate which will serve as proof of the amount and date of the transaction in accordance with the provisions of articles 1316 and following of the Civil Code.

Payment is made by virtual TPE (Electronic Payment Terminal) with immediate payment. The sales department is never aware of the numbers that the customer must provide. The bank solely advises the sales department that a bank transfer corresponding to the amount of said order was made from his/her account.

Payment is also possible by Chèque-Vacances Connect from the ANCV. For this mean of payment, in the event of payment in part by credit card, deferred payment is not

## 4.2 - Delivery of passes

Passes remotely purchased shall, at the customer's choice, be:

- > delivered by post to the address that the customer provides,
- > collected from the S3V's ticket Offices of the customer's resort (Courchevel 1850 / Courchevel Moriond / Courchevel Village / Courchevel Le Praz / Courchevel La Tania / Méribel-Mottaret). In this case, the customer must present an official and valid identification papers. Otherwise, the passes ordered cannot be delivered.
- > collected at automatic kiosks when possible (List indicated during the online sales process)

The S3V cannot be held liable in the event of force majeure or in the event of disturbance, total or partial strike of the postal services, means of routing and transport. The delivery of passes is free of charge.

## 4.3 - Terme and conditions of use

The remote purchase of passes is governed by these special terms and conditions as well as the general terms and conditions of use of ski lift passes that may be downloaded at the following addresses: www.s3v.com | www.skipasscourchevel.com | www.skipassmeribelmottaret.com | www.skiatoutprix.com | www.meribelmottaret. ete.com | www.courchevel-ete.com

The price scale may be downloaded at the websites www.s3v.com | www.skipasscourchevel.com | www.skipassmeribelmottaret.com | www.skiatoutprix.com | www.meribelmottaret-ete.com | www.courchevel-ete.com

Rates are expressed in euros, including VAT.

## 4.4 - Refund and exchange

On simple request, tickets may be refunded or exchanged no later than on the eve of the first day of validity.

## 4.5 - No cooling off period

Pursuant to Article L221-29° of the Consumer Code (Code de la Consommation), the right of cooling off provided for in Articles L 221-18 and following of the Consumer Code does not apply to passenger transport contracts.



#### 5 - Order confirmation

No later than at the time of delivery, the customer shall be delivered or sent confirmation with the Operator's contact details, the delivery costs, the methods of payment, delivery and collection of passes, their terms and conditions of use as well as the time limits after which an order can no longer be cancelled or modified. Orders with payment by bank card and confirmed shall be those authorised by the bank.

## 6 - Automated processing of personal information

# 6.1 - Organization of personal data processing

The processing of personal information described in the general terms and conditions of sale and use of lift passes are applicable for online sales. These can be downloaded at the following addresses: www.s3v.com | www.skipasscourchevel.com | www.skipassmeribelmottaret.com | www.skiatoutprix.com | www.meribelmottaret ete.com | www.courchevel-ete.com

#### 6.2 - Online sales processing

The personal data collected in connection with the online sale of lift pass is for the following purposes: the realization and the follow-up of the sale, the invoicing and if necessary, after explicit agreement on your part, to send you communications on our products and services.

Personal data requested from you, other than those requiring explicit agreement from you, are all mandatory. Otherwise, we will not be able to process your order. They are intended for the commercial department of the S3V and are kept respectively 3 years for sending commercial communications, and 10 years for data related to the invoices.

S3V is responsible for automated processing. In accordance with the French Data Protection Act (La loi Informatique et liberté) of 6 January 1978 amended October 7, 2016 and June 20, 2018 and with the General Regulations on Data Protection of May 25, 2018, individuals concerned by the automated processing of personal information have a right to object, to modify, to rectify and to delete data relating to them. They may exercise such right from online sales websites or by contacting the Data Protection Officer by email at dpo@s3v.com

You also have the right to complain with a supervisory authority. Finally, you have the right to set guidelines regarding the use of your personal data after your death. The S3V commercial department keeps records of orders placed in accordance with Article L213-1 of the Consumer Code. In these conditions, the customer may thus ask to consult the record of his/her order by making a request in writing to said department at the aforementioned address.

## 7 - Liability and warranties

The sales department is bound only by a best endeavours obligation for all stages of access to the on-line sale. The sales department cannot be held liable for the drawbacks or damage inherent in the use of the internet, notably, a breakdown of the service, a hacking or a computer virus and in general any other fact which French case law expressly classifies as a force majeure event. The customer represents that he/she is aware of the features and limits of the Internet, notably its technical performances, the response time to consult, question or transfer data and security risks for consumers.

## 8 - Methods of proof

The on-line provision of the bank card number and in general the final confirmation of the order by the customer constitute proof of the whole transaction in accordance with the provisions of Act No. 2000-230 of 13 March 2000 as well as the payability of the payment. Said confirmation constitutes signature and express acceptance of all transactions made on the on-line sale module. The customer must absolutely keep the order letter. Only this document is authoritative in the event of disputes relating to the terms of the order notably at the time of an inspection on ski lifts. Information relating to the validity of the ticket and encoded on the card is not contractually binding.

# 9 - Settlement of litigation

Any litigation is solely under the competence of the courts in the jurisdiction where the Operator's business is established. The agreement is governed by French laws. Any litigation should be sent to S3V within 2 months after the event at the origin of the claim, without prejudice to legal channels and time-limits for legal action, at the following address: S3V - BP 40 - 73122 COURCHEVEL Cedex - France.

Without a satisfactory reply or no reply within a period of at least two (2) months following a written complaint (And within a maximum of one (1) year following a written complaint ), the consumer has the possibility of seizing the Ombudsman of Tourism and Travel whose details and ways of referral can be obtained by consulting his website: www.mtv.travel The opinion of the Ombudsman is not binding on the parties to the contract. In the absence of a friendly settlement, the litigation may be brought before the competent courts. In addition, according with the article 14 of Settlement (UE) n°524/2013, the European Commission has set up an online dispute resolution platform, facilitating an independent settlement of online disputes between consumers and professionals in the European Union

This platform is available on the internet at the following address: https://webgate.ec.europa.eu/odr/

