

# CONDITIONS OF MEMBERSHIP OF TROIS VALLEES LIBERTÉ

October the 27<sup>th</sup> 2023

Trois Vallées Liberté (hereinafter referred to as "Trois Vallées Liberté") is a scheme that allows its members to use the ski lifts of the companies participating in the scheme (hereinafter referred to as the "Participating Companies") at a reduced rate, as often as they wish and without having to pay for a ski pass.

In order to benefit from Trois Vallées Liberté, the member (hereinafter referred to as the "Member") must take out an annual membership (hereinafter referred to as the "Membership") with one of the Participating Companies.

A card (hereinafter referred to as the "Card") is issued to the Member by the Participating Company with which the Membership has been taken out (hereinafter referred to as the "Issuing Company"). The Card allows the Member to use the ski lifts operated by the Participating Companies. Trips made on these lifts (hereinafter the "Use") are charged at a reduced rate.

The present Membership Terms and Conditions (hereinafter referred to as the "Membership Terms and Conditions") govern the relationship between each Consumer who joins Trois Vallées Liberté and the Participating Companies.

Information on the Participating Companies and the resorts they manage is set out in Appendix 1.

By becoming a member of Trois Vallées Liberté, the member unreservedly accepts the Conditions of Membership.

## ARTICLE 1. SUBSCRIBING FOR MEMBERSHIP

To join Trois Vallées Liberté, the Member must:

1. Go to the website of a Participating Company, and access the page dedicated to Membership of Trois Vallées Liberté;
2. Choose the number of Memberships they wish to take out; Members may take out a Membership on behalf of up to six people per order;
3. If they wish, they can take out insurance;
4. Check and confirm their order;
5. Create a personal account (hereinafter the "Personal Account") and log in;
6. Fill in the information requested (first name, surname, Member photo, date of birth, contact details, etc.);
7. Choose a card delivery method;
8. Confirm the order and pay the order price.

Once payment has been made, the Member will receive an e-mail confirming their Membership. This email informs the Member that their bill is available in their Personal Account. Depending on the Card delivery method chosen, the e-mail also informs the Member of the date on which the Card will be sent by post or made available at an Issuing Company point of sale.

Membership is taken out with the Participating Company on whose website the Member has taken out their Membership.

Members are asked to keep a copy of the e-mail confirming their Membership.

## ARTICLE 2. COST OF MEMBERSHIP

The price of Membership is shown on the website of the Participating Companies.

In the event of renewal of the Membership as provided for in [Article 5](#), the Member shall pay the price of the Membership in force on the date of renewal.

## ARTICLE 3. PAYMENT FOR MEMBERSHIP

The price of the Membership, any insurance taken out and the postage costs for the Card referred to in article 4 must be paid by bank card (Carte Bleue, Visa, MasterCard or American Express if taken out with certain participating companies) when the Membership is taken out.

In the event of Membership renewal as provided for in [Article 5](#), an amount equal to the price of the Membership is debited at the beginning of November from the bank card whose number has been entered by the Member in their account.

The price of the Membership, whether initial or renewal, is paid to the Participating Company with which the Membership had originally contracted.

## ARTICLE 4. ISSUE OF THE CARD

The Card is, at the Member's choice:

- Either made available at an outlet of the Issuing Company;
- Or sent by post to the address given when the Membership was taken out.

If the Card is sent by post, a delivery charge will be applied, the amount of which is shown on the website of the Participating Companies.

The Card is sent within a maximum of twelve working days from the date of subscription. The Member must therefore take this period into account, as well as postal delays, when determining the date of receipt of the Card. The Participating Companies decline all responsibility in the event of receipt of the Card on a date later than that on which the Member wished to use it, if the twelve working day delivery period has been respected.

## ARTICLE 5. ENTRY INTO FORCE AND DURATION OF MEMBERSHIP

Membership is valid from November 1<sup>st</sup> of the year in which it is taken out until October 31<sup>st</sup> of the following year. However, if the Membership is taken out after November 1<sup>st</sup>, it is valid from the date it is taken out until October 31<sup>st</sup> of the following year.

The Membership is tacitly renewed every November 1<sup>st</sup> for a period of twelve months, unless the Member has declined renewal. The Member will be informed by e-mail, no later than September 30<sup>th</sup>, of the possibility of declining renewal of their Membership. To lodge such an objection, the Member must:

- either use the function provided for this purpose in their Personal Account no later than October 31<sup>st</sup> preceding the renewal;
- or stop the payment by telephone, using the number of the Issuing Company, indicated in [Appendix 1](#);
- or send a letter declining renewal by registered letter with acknowledgement of receipt to the Issuing Company's address, given in [Appendix 1](#). This letter must reach the addressee no later than October 31<sup>st</sup> preceding the renewal.

Membership will not be renewed, even if the Member does not decline, if, on the renewal date, the bank card number entered by the Member in their Personal Account is no longer valid.

The provisions of the Consumer Code relating to the renewal of contracts are outlined in [Appendix 2](#).

## **ARTICLE 6. MEMBERSHIP MODIFICATION OR CANCELLATION**

Membership cannot be modified or cancelled.

## **ARTICLE 7. USE OF THE CARD**

The Card may only be used by the Member whose name appears on the Card. Any consumption made with the Card will therefore be charged to the Member. In order to prevent the Card from being used by a third party, the Member must report the loss or theft of the Card in accordance with [Article 8](#).

When in the departure area of a lift operated by a Participating Company, when using this lift or when in the arrival area of this lift, the Member must be able to show their Card to any Participating Company staff member. In the event of an inspection prior to access to the lift and failure to present the Card, the Member will be refused access to the lift.

The Member will not be entitled to a refund of any lift pass that they would have had to purchase if they had not shown their Card, nor will they be entitled to any compensation if they are refused access to a lift because they have not shown their Card.

If a third party uses the Member's Card, the Card will be withdrawn and the Membership will be terminated. When using the Card, the Member must comply with the conditions of use of the ski lifts published by the Participating Companies.

## **ARTICLE 8. LOSS OR THEFT OF THE CARD**

In the event of loss or theft of the Card, the Member must report this without delay, preferably at an Issuing Company point of sale, or contact the Issuing Company's customer service department, using the contact details given in [Appendix 1](#).

A lost or stolen Card is deactivated. It cannot be reactivated, even if it is found.

The Member may obtain a replacement by making a request to the Issuing Company using the contact details in [Appendix 1](#) or via their Personal Account. A replacement fee of €10 will be charged. This fee must be paid by bank card.

A new Card is sent to the Member within a maximum of twelve working days from receipt of the replacement request. If the loss or theft was reported at an Issuing Company point of sale, the Member may choose to collect the new Card from said point of sale.

## ARTICLE 9. CARD MALFUNCTION

If the Card malfunctions, the Member may have it replaced. Replacement is free of charge in this case.

However, if it transpires that the Member is responsible for the malfunction, the Card will be replaced for a fee of €10. The amount must be paid by credit card.

To obtain a replacement Card, the Member must visit one of the Issuing Company's sales outlets, or send the Card by registered post with acknowledgement of receipt to the Issuing Company, using the contact details given in [Appendix 1](#).

## ARTICLE 10. PRICE OF CONSUMPTION

The price of Consumption is shown on the website of the Participating Companies. Prices are given in euros and include all taxes.

As soon as the Member passes through the access control of a lift operated by a Participating Company at least once in the course of a day, he/she is liable for the price of a Consumption, regardless of the number of times he/she passes through the access control of the lifts operated by the Participating Company in the course of that day.

If, in the course of a week, the Member passes through the access control of the ski lifts of a single ski area, the price of the Consumption is as follows:

- If you use only the lifts in the Courchevel - La Tania ski area, the price of the Consumption is equal to the public price of one adult ticket valid for one day for the lifts in the Courchevel valley, less a discount of at least 20% if the Consumption occurs on a Saturday, and a discount of 10% if the Consumption occurs on another day;
- If you use the Vallée de Méribel ski lifts only, the price of the Consumption is equal to the public price of one adult ticket valid for one day for the Vallée de Méribel ski lifts, less a discount of at least 20% if the Consumption occurs on a Saturday, and a discount of 10% if the Consumption occurs on another day.;
- If you use only the Val Thorens-Orelle ski area lifts, the price of the Consumption is equal to the public price of one adult transport ticket valid for one day for the Val Thorens-Orelle ski area lifts, minus 15%;
- If you use only the lifts in the Les Menuires - Saint-Martin-de-Belleville ski area, the price of the Consumption is equal to the public price of one adult ticket valid for one day for the Les Menuires - Saint-Martin-de-Belleville lifts, less a discount of at least 30% if the Consumption occurs on a Saturday, and a discount of 20% if the Consumption occurs on another day.

If, in the course of a week, the Member passes through the access control of the ski lifts of several areas (Courchevel - La Tania, Méribel, Val Thorens-Orelle, Les Menuires - Saint-Martin-de-Belleville), the price of the Consumption is equal to the public price of a ticket valid for one day, for an adult and for the lifts in the Trois Vallées area, less a 20% discount if the Consumption occurs on a Saturday, and a 10% discount if the Consumption occurs on another day.

The discounts mentioned above cannot be combined with reduced fares and other discounts, in particular those applying to children, seniors and families.

If the Member makes eight Consumptions during a winter lift season, the ninth Consumption is offered. After the ninth Consumption, one Consumption is offered every six Consumptions during the same season (i.e.: Consumptions numbers 15, 21, 27, etc.). The number of Consumptions is zeroed each season.

The price of the Consumption may be modified every November 1<sup>st</sup>. As an exception, in the event of an increase in the VAT rate applicable to lift passes, this increase will be reflected in the price of the Consumption and will take effect from the date on which the new VAT rate comes into force.

## ARTICLE 11. BILLING OF CONSUMPTIONS

The Member receives a bill to the email address given in their Personal Account, each Monday following the week during which at least one Consumption has been recorded. The amount of this bill corresponds to the price of the Consumption made during the previous week and includes, where applicable, the charges mentioned in [Articles 8](#) and [9](#).

Bills are also available in the Member's Personal Account.

Bills are issued by the following Participating Companies:

- By S3V if the Member only uses the lifts in the Courchevel - La Tania ski area during the week;
- By Méribel Alpina if the Member only uses the lifts in the Méribel valley ski area during the week, if the first pass through the access control of a lift is made at a lift in the Méribel Centre ski area. However, if the Issuing Company is S3V, bills are issued by the latter;
- By S3V if the Member only uses the lifts in the Vallée de Méribel ski area during the week, if the first pass through the access control of a lift is made at a lift in the Méribel Mottaret ski area. However, if the issuing company is Méribel Alpina, bills are issued by the latter;
- By SETAM or STOR if the Member only uses the Val Thorens-Orelle ski area lifts during the week. However, if the Issuing Company is one of these Participating Companies, are always issued by the Issuing Company;
- By Sevabel if the Member only uses the Les Menuires - Saint-Martin-de-Belleville ski area during the week;
- By the Issuing Company if the Member uses several ski areas during the week (Courchevel - La Tania, Méribel, Val Thorens - Orelle, Les Menuires - Saint-Martin-de-Belleville).

The Participating Companies reserve the right to send the Member a notice concerning a Consumption more than a week after it was used.

## ARTICLE 12. PAYMENT OF CONSUMPTIONS

The amount referred to in [Article 11](#) and, where applicable, the charges referred to in [Articles 8](#) and [9](#), are debited from the bank card whose number has been entered by the Member in their Personal Account, on the Monday following the week during which at least one Consumption was recorded.

If a direct debit cannot be made on the day indicated above due to the Member's fault, the latter shall owe a late-payment penalty to the Participating Company or Companies invoicing them for Consumption. This is calculated on the basis of the unpaid sum and at a rate equal to the legal interest rate in force at the time. This penalty runs from the due date of the unpaid sum until it is paid in full. This penalty does not affect the Participating Companies' right to:

- Suspend the Membership until the sum due has been paid in full, without needing to officially inform the Member beforehand;
- Terminate the Membership, without needing to officially inform the Member beforehand, if the Member fails to pay the amount due within fifteen days of receipt of formal notice;
- Claim damages for the loss suffered as a result of the breach of the Member's contractual obligations.

Each Participating Company is authorised by the other Participating Companies to collect the sums due by the Member.

## ARTICLE 13. RIGHT OF WITHDRAWAL AND WAIVER RIGHTS

The Member does not benefit from the right of withdrawal provided for in the French Consumer Code in the event of subscription or Consumptions.

If the Member takes out insurance, he/she has:

- The right of withdrawal provided for in article L. 112-2-1, II, of the French Insurance Code, for a period of fourteen days from the date on which the insurance was taken out, if it was taken out remotely, and for purposes that do not fall within the scope of the Member's professional activity, if the duration of the insurance cover is at least one month and if the insurance contract has not been fully executed at the express request of the Member;
- The right of withdrawal provided for in article L. 112-10 of the French Insurance Code, for a period of thirty days from the date the insurance was taken out, if it was taken out for purposes that do not fall within the scope of the Member's professional activity, and if the insurance contract has not been fully executed or if the Member has not called in any cover.

The procedures for exercising these rights of withdrawal and their consequences are outlined on the following website: <https://www.carreneige.com>

## ARTICLE 14. UPDATING MEMBER DETAILS

Members must update their details (postal address, e-mail address, bank card number, etc.) in a timely fashion, via their Personal Account.

Any changes take effect immediately.

## ARTICLE 15. TERMINATION OF MEMBERSHIP

### 15.1. Cancellation at the Member's initiative

Members may cancel their Membership at any time, by notifying their decision to the Participating Company with which the Membership was taken out, using the contact details given in [Appendix 1](#). They must mention their Card number in that communication.

Termination takes effect on the date indicated by the Member, provided that this date does not fall within two working days of the date of receipt of the notification. If the date indicated by the Member does fall within two working days of the date of receipt of the notification, or if no cancellation date is indicated by the Member, the cancellation takes effect two working days after the date of receipt of the notification.

## 15.2. Termination at the initiative of the Participating Companies

The Participating Companies may terminate the Membership at any time in the event of non-compliance with the Terms and Conditions of Membership (including failure to pay any sums due) or the provision of misleading information by the Member.

The Member may not then claim any reimbursement, even partial, of the Membership or Consumption, nor any compensation of any kind.

In the event of the Member's non-compliance with the Membership Conditions, the Participating Companies also reserve the right to refuse new Membership to the Member.

## ARTICLE 16. EFFECTS OF TERMINATION OF MEMBERSHIP

On termination of Membership, for any reason whatsoever:

- The sums owed by the Member (in particular the price of Consumptions used prior to termination and not yet paid) become immediately due and payable;
- The Member may no longer use his/her Card and must return it to the Participating Company with which he/she had subscribed;
- The Member no longer benefits from the reduced rates applicable to Consumption.

## ARTICLE 17. PERSONAL DATA

Information on the processing of Members' personal data can be found on the Participating Companies' website.

## ARTICLE 18. COMMUNICATION OF MEMBERSHIP CONDITIONS AND ORDER DETAILS

The Member may obtain a copy of the Terms and Conditions of Membership by downloading them from the Participating Companies' website.

In addition, they may have access to the details of their order, as well as the Membership Conditions applicable on the date of this order, for 5 years following this order if the amount is less than €120 including VAT, and 10 years if the amount is equal to or greater than €120 including VAT.

To do this, the Member must send a request to a Participating Company using the contact details given in [Appendix 1](#).

## ARTICLE 19. QUERIES AND COMPLAINTS

The Member may send any request or claim to the Participating Companies, within two weeks of the occurrence of the event giving rise to the claim, using the contact details given in [Appendix 1](#).

## ARTICLE 20. SETTLEMENT OF DISPUTES

In the event of a dispute between the Member and a Participating Company relating to the validity, interpretation or performance of the Terms and Conditions of Membership, the Member may have recourse, free of charge, to a conventional mediation procedure or any other alternative dispute resolution method.



They may have recourse to a mediation procedure with the Tourism and Travel Ombudsman (MTV Médiation Tourisme Voyage, BP 80 303, 75 823 Paris Cedex 17, France - Tel: +33 (0)1 42 67 96 68 - Email: info@mtv.travel) in accordance with the procedures set out on the website <https://www.mtv.travel> and within a maximum period of one year from the date of the written complaint submitted to the Participating Company.

They can also use the European Commission's online dispute resolution platform, which can be accessed at <https://webgate.ec.europa.eu/odr/>.

In the absence of an amicable settlement, the Member may bring the matter either before one of the courts with territorial jurisdiction under the French Code of Civil Procedure, or before the court for the place where he / she was living when the contract was concluded or when the harm occurred.

## **ARTICLE 21. ENTRY INTO FORCE OF THE MEMBERSHIP CONDITIONS**

The Membership Conditions apply to all Memberships taken out and to all Consumption as of October 1<sup>st</sup> 2023.

They replace all previously-published membership conditions.

## **ARTICLE 22. MODIFICATION OF MEMBERSHIP CONDITIONS**

The Participating Companies reserve the right to modify the Membership Conditions at any time.

Members are informed of changes to the Terms and Conditions of Membership by e-mail one month before they come into force.

If a Member refuses these modifications, they must notify their decision to cancel their Membership in accordance with [Article 15.1](#). Notwithstanding this article, termination will take effect at the latest on the date on which the modifications come into force.

If the Member does not cancel the Membership, they are deemed to have accepted the modifications.

## **ARTICLE 23. TRANSLATION OF MEMBERSHIP CONDITIONS**

In the event of any contradiction between the French Terms and Conditions of Accession and the Terms and Conditions of Accession in another language, the French Terms and Conditions of Accession shall prevail.

## **ARTICLE 24. APPLICABLE LAW**

The Terms and Conditions of Membership are governed by French law.



## APPENDIX 1. PARTICIPATING COMPANIES

The Participating Companies are:

- **Méribel Alpina, which operates the lifts in the Méribel Centre ski area**, is a simplified joint stock company under French law with capital of €3,287,169.01, registered in the Chambéry Trade and Companies Register under number 075 520 064, and with the following intra-community VAT number: FR 20 075 520 064. Its address is as follows: 350 route de Mottaret, 73550 Méribel, France - Tel: +33 (0)4 79 08 65 32 - Email: [contact@meribel-alpina.com](mailto:contact@meribel-alpina.com). It is registered as an insurance intermediary under the Orias number 17007390. It is insured by Allianz IARD (1 cours Michelet, CS 30051, 92076 Paris La Défense Cedex, France).
- **Société d'Exploitation des Téléphériques Tarentaise-Maurienne (SETAM), which operates the lifts in the Val Thorens area (excluding Orelle)**, is a public limited company with capital of €4,441,905.00, registered in the Chambéry Trade and Companies Register under number 776 220 584, and with the following intra-community VAT number: FR 30 776 220 584. Its address is 243 rue de la Lombarde, Val Thorens, 73440 Les Belleville, France - Tel: +33 (0)4 79 00 07 08 - Email: [forfaitinternet@valthorens.com](mailto:forfaitinternet@valthorens.com). It is registered as an insurance intermediary under the Orias number 18001208. It is insured by Allianz (Immeuble La Résidence, 2Z, BP 64, 73123 Courchevel Cedex, France).
- **Société d'Exploitation de la Vallée des Belleville (Sevabel), which operates the lifts in the Les Menuires ski area**, is a simplified joint stock company under French law with a capital of €3,235,500.00, registered in the Chambéry Trade and Companies Register under number 353 065 964, and with the following intra-community VAT number: FR 02 353 065 964. Its address is: 1349 avenue de la Croisette, Les Menuires, 73440 Les Belleville, France - Tel: +33 (0)4 79 00 62 75 - Email: [contact@skipass-lesmenuires.com](mailto:contact@skipass-lesmenuires.com). It is registered as an insurance intermediary under the Orias number 17007391. It is insured by Allianz Opérations Entreprises (7 place du Dôme, TSA 21017, 92099 La Défense Cedex, France).
- **Société des Téléphériques d'Orelle (STOR), which operates the lifts in the Orelle ski area**, is a public limited company with capital of €780,000.00, registered in the Chambéry Trade and Companies Register under number 402 811 061, and with the following intra-community VAT number: FR 17 402 811 061. Its contact details are as follows Francoz cable car station, 73140 Orelle, France - Tel: +33 (0)4 79 56 88 01 - Email: [info@orelle.net](mailto:info@orelle.net). It is registered as an insurance intermediary under the Orias number 17007386. It is insured by Allianz (Immeuble La Résidence, 2Z, BP 64, 73123 Courchevel Cedex, France).
- **Société des Trois Vallées (S3V), which operates the lifts in the Courchevel and Méribel Mottaret ski areas**, is a limited company incorporated under French law with capital of €73,865,940.00, registered in the Chambéry Trade and Companies Register under number 429 852 668, and with the following intra-community VAT number: FR 52 429 852 668. Its contact details are as follows La Croisette, BP 40, 73122 Courchevel Cedex, France - Tel: +33 (0)4 79 08 20 00 - Email: [contact@s3v.com](mailto:contact@s3v.com). It is registered as an insurance intermediary under the Orias number 18001185. It is insured by GBC Montagne (Résidence le Grand Cœur, 298 av. Maréchal Leclerc, 73704 Bourg Saint Maurice).

## APPENDIX 2. PROVISIONS OF THE CONSUMER CODE RELATING TO CONTRACT RENEWAL

### Article L. 215-1 of the Consumer Code

In the case of a service contract concluded for a fixed term with a tacit renewal clause, the professional providing the service shall inform the consumer in writing, by letter in that individual's name, or by nominative e-mail, no earlier than three months and no later than one month before the end of the period authorising the rejection of the request for renewal, of the possibility of not renewing the contract they have entered into with a tacit renewal

clause. This information, delivered in clear and comprehensible terms, mentions, in a clearly-visible box, the deadline for non-renewal.

Where this information has not been sent to the consumer in accordance with the provisions of the first paragraph, the consumer may terminate the contract free of charge at any time after the renewal date.

Advances made after the last renewal date or, in the case of open-ended contracts, after the date of conversion of the initial contract to a fixed-term contract, are in this case reimbursed within thirty days of the termination date, after deduction of the sums corresponding to the performance of the contract up to that date.

The provisions of this article shall apply without prejudice to those which make certain contracts subject by law to special rules as regards consumer information.

By way of derogation from the first paragraph of this article, in the case of contracts for the supply of television services within the meaning of Article 2 of Law No. 86-1067 of September 30<sup>th</sup> 1986 on freedom of communication, and in the case of contracts for the supply of on-demand audiovisual media services, the consumer shall be entitled to terminate the contract free of charge at any time after the first renewal in the event of a change of residence or a change of tax domicile..

#### **Article L. 215-1-1 of the Consumer Code**

Where a contract has been concluded by electronic or other means and the professional offers the consumer the possibility of concluding contracts by electronic means on the day of the consumer's withdrawal, said withdrawal shall be possible by that means.

To this end, the professional shall make available a facility enabling the consumer to give notice and take the necessary steps to terminate the contract by electronic means, free of charge. Where the consumer terminates the contract, the professional shall acknowledge receipt of the notice and inform the consumer, on a durable medium and within a reasonable period, of the date on which the contract ends and the effects of the termination.

In particular, a regulation shall lay down the technical procedures for ensuring that the consumer can be identified and that there is easy, direct and permanent access to the functions referred to in paragraph 2, such as the procedures for their presentation and use. It shall specify the information to be provided by the consumer.

#### **Article L. 215-3 of the Consumer Code**

The provisions of this chapter also apply to contracts concluded between professionals and non-professionals.

#### **Article L. 241-3 of the Consumer Code**

Where the professional has not made the repayment in accordance with the conditions laid down in article L. 215-1, the sums due shall bear interest at the legal rate.