



## Special Terms and Conditions of Remote Sales

### General

These Special Terms and Conditions regarding the Remote Sales of Passes apply to all passes on ski lifts (hereinafter referred to as "Pass(es)" sold by the Operator (hereinafter referred to as "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 Special Terms and Conditions, without prejudice to the normal legal remedies.

These terms and conditions supplement the "General Terms and Conditions of Use of Ski Lift Passes" (hereinafter referred to as "Pass(es)" displayed in all points of sales and also available for sale on the website [ski.valthorens.com](http://ski.valthorens.com).

If any provision of these Special 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 Special 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 and having bought their Passes on the SETAM website [ski.valthorens.com](http://ski.valthorens.com)

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](http://www.carreneige.com).

### Article 1 – Remote sales

It is possible for Customers to order and purchase Passes on the [ski.valthorens.com](http://ski.valthorens.com) website. The Customer shall have the choice either to recharge their Pass, or withdraw it from one of our self-service SETAM pass machines or receive it by post at their home address.

### Article 2 - Transport Card and Pass

The Pass is composed of a card on which a transport pass is encoded and a confirmation of purchase or recharge done online (hereinafter referred to as the "Sales Receipt").

NB: To benefit from the "loss or theft of pass " procedure as defined in Article 4 of the Terms and Conditions of Use of Passes, the Customer must give the SETAM this Sales Receipt.

Only the information contained in the chip on the card is authentic.

Travel Passes are issued on rechargeable cards. The cards can carry a Pass of 4 hours, from one day to 21 consecutive days (adults aged 13 to 64, children aged

5 to 12, seniors aged 65 to 74), a family, duo, tribe or season pass. The duration of a Pass expressed in days refers to "consecutive days" over a dated period.

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 of passes for La Bee is possible and must be requested from physical SETAM ticket offices.

### Article 3 – Pass ordering 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.

#### 3.1 Online Ordering

An order may only be saved on the website if the Customer is clearly identified:

- either by entering their access code (login + password), which is strictly personal,
- or by completing the online form allowing them to be attributed their access code.

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

To finalise the order, the customer must accept these Specific Terms and Conditions and the Terms and Conditions of Use of the Passes. In compliance with article 1127-2 of the French Civil Code, the Customer shall have the opportunity, before confirming their order, to verify the details thereof and the total price, and to correct any errors before confirming the order so as to express their acceptance.

This is an order with payment obligation. Any order implies acceptance of the description of the services and prices.

### 3.2 Issuing of Passes

A card may be recharged online or withdrawn from self-service SETAM Pass machines, depending on the products available online, without a time limit.

To recharge, the Customer shall use the number indicated on the card.

To withdraw the Pass, the Customer shall use the withdrawal code e-mailed taking into account the opening hours of withdrawal points.

In order to receive Passes at their home address, complete online orders (payment made) must imperatively be placed no later than ten days before the first day of validity of the Pass. If the Passes have not reached the Customer's address before their departure, the Customer may either report to one of the SETAM cash desks, with their purchase confirmation, to withdraw new Passes or cancel the sale and receive a refund of the amounts paid.

SETAM cannot be held liable in case of force majeure or in the event of disruption, total or partial strike of postal services or routing and transport means.

The Pass shall be automatically activated when the Customer first passes through the hands-free access of the Val Thorens resort in accordance with the date selected when purchasing.

### 3.3 Prices and Payment terms

The characteristics of the different Passes available for sale (geographical area, validity, etc.) are presented in the price list available on the [ski.valthorens.com](http://ski.valthorens.com) website. This allows the purchase and/or recharging of only the Passes mentioned on it.

Prices quoted are in euros including taxes per person, taking into account the current VAT rate on the day of the order, and may be modified in case of changes in applicable taxes.

During the online order, the Customer declares that they hold the official documents justifying the price advantages they can claim.

Postage costs are offered by SETAM.

The price of the online order is due upon ordering and payments are made in euros by credit card (Visa, Eurocard, Mastercard, American Express). All bank data requested from the Customer during the ordering process are protected by an SSL-certified encryption method.

It is specified that credit card payment is secure via Credit Agricole, in partnership with E-Transaction guaranteeing confidential payment. Payment is made via an immediate virtual electronic payment terminal.

SETAM is never informed of the numbers that the Customer must provide. SETAM is only informed by the bank that a transfer corresponding to the amount of this order has been made to its account.

### 3.4 Order confirmation

Paid and confirmed orders shall be covered by an agreement with the bank.

The refusal of permission to debit the Customer's bank account by its bank thereby leads to the cancellation of the order process, which shall be notified to Customer.

Once the order is completed and confirmed by the Customer, SETAM shall acknowledge this order by email. This email shall contain a summary of all the products confirmed by the Customer in the order and constitutes the sales receipt. This sales receipt must be carefully kept for all subsequent requests.

### Article 4 – Absence of right of retraction

The sale of Passes is not subject to the application of the right of retraction laid down in articles L221-18 et seq of the French Consumer Code regarding remote sales.

However, the sale of "Carré Neige" insurance products remains subject to provisions concerning the right of cancellation in the event of multiple insurance policies laid down by the French Insurance Code, the terms of which are contained in special conventions (information notices) available online ([www.carreneige.com](http://www.carreneige.com)).

### Article 5 – Modification of an order

The modification of an order shall in no case be used

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 SIRET 776 220 584 00028 – APE code: 4939 C RC Ski lift operator

by the Customer to receive a promotional offer and / or price reduction of any kind.

Once the order for the Pass has been confirmed by the Customer, the ordered Pass cannot be changed. However, Passes may be exchanged (for a different period of time or other sector) at the ski lift cash desks subject to them not having been used, even partially.

If the new Pass exceeds the amount of the initial Pass, the Customer must pay for the difference on-site for the modification to be validated.

If the new Pass costs less than the original Pass, the refund shall be credited to the credit card used for the transaction.

## **Article 6 – Complaints and termination**

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, 243 rue de la Lombarde, Val Thorens 73440 LES BELLEVILLE.

Except in cases of force majeure as defined by Article 1218 of the French Civil Code, in case of a breach by SETAM in its obligation to supply the services on the date or within the period specified to the Customer or, failing that, within thirty (30) days after the conclusion of the contract, the Customer may terminate the contract by registered letter with acknowledgement of receipt or in writing in any other hard copy form, if, after having ordered, according to the same terms, SETAM to provide the services within a reasonable additional period, such a request has not been executed within that period. The contract shall be considered terminated upon the receipt by SETAM of the letter or written notification informing it of said termination, unless SETAM has executed it in the meantime.

The Customer may terminate the contract immediately if SETAM refuses to provide benefits or does not perform its obligation of providing benefits on the date or within the period specified to the Customer, when this date or the deadline is, for the Customer, an essential condition of the contract. This essential condition results from the circumstances related to the contract entered into, or an express request from the Customer before the signing of the contract (Article L216-2 of the French Consumer Code).

## **Article 7 – Liability and guarantees**

SETAM shall only be bound by an obligation of means for all the stages of access to online sales.

SETAM shall not be held liable for any inconvenience or damage arising from the use of the Internet, including interruption of service, external intrusion or presence of computer viruses and generally of any other event specifically defined by the case law of force majeure (Article L221-15 of the French Consumer Code).

The Customer declares that they accept the characteristics and limitations of the Internet, and in particular its technical performance, the response time to consult, query or transfer data and the risks related to the safety of communications.

## **Article 8 – Supporting documents**

The online provision of the credit card number and generally the final confirmation of the order by the Customer is proof of the entire transaction pursuant to Article 1366 of the French Civil Code as well as completion of the payment.

This validation counts as a signature and an express acceptance of all the operations carried out on the merchant site.

The Customer must imperatively keep the order email, the only document deemed authentic in case of a dispute over the terms of the order, especially in the case of an inspection on the ski lifts.

Information on the validity of Pass featured on the card has no contractual value. The Customer may print an invoice of a purchase via their Customer account.

## **Article 9 – Intellectual property**

All elements of the website and purchase/recharging terminals, which are owned by the SETAM, remain the exclusive property of the latter.

Any reproduction of said elements or a simple or hyperlink is strictly prohibited without the express written consent of SETAM.

## **Article 10 – Protection of personal data**

Within the framework of the General Regulation on Data Protection (GDPR), the General Terms and Conditions of Use 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 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) service, 243 rue de la Lombarde, Val Thorens 73440 LES BELLEVILLE or by email to [forfaitinternet@valthorens.com](mailto: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, 243 rue de la Lombarde, 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 11 – Archiving**

Orders are archived by the cash desk department of SETAM in accordance with Article L213-1 of the French Consumer Code. Under these conditions, the Customer can then access their archived order by making a written request to the said department at the above address.

### **Article 12 – Translation and applicable law - dispute resolution**

Although these Special Terms and Conditions are drafted in several languages, it is expressly understood

that the French version of these Special Terms and Conditions is the authentic version.

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

These Special Terms and Conditions 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](http://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.