

**Preamble :** The French version shall prevail.

## 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](http://www.s3v.com) | [www.skipasscourchevel.com](http://www.skipasscourchevel.com) | [www.skipassmeribelmottaret.com](http://www.skipassmeribelmottaret.com) | [www.skipasslatania.com](http://www.skipasslatania.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 – Albertville 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

**For Méribel-Mottaret**

S3V – Réservation SKIPASS – 73550 Méribel-Mottaret

**Contact**

Tel. 04 79 08 20 00 - Fax 04 79 08 00 57

[www.s3v.com](http://www.s3v.com) | [www.skipasscourchevel.com](http://www.skipasscourchevel.com) | [www.skipassmeribelmottaret.com](http://www.skipassmeribelmottaret.com) | [www.skipasslatania.com](http://www.skipasslatania.com)

## 3 – Remote purchase

The order must be placed ten days prior to the date of the 1st day of skiing in the event of an on-line order and posting of passes to your home address, or three 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](http://www.s3v.com) | [www.skipasscourchevel.com](http://www.skipasscourchevel.com) | [www.skipassmeribelmottaret.com](http://www.skipassmeribelmottaret.com) | [www.skipasslatania.com](http://www.skipasslatania.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**. Regardless of the term of validity of the ticket, any on-line transaction shall give rise to the payment of a fixed amount of three euros per pass ordered if the pass is sent by post or delivered at the ski resort. Payment is made by bank card (Visa, Eurocard, MasterCard or American Express). It is specified that payment by bank card is protected by CIBERPLUS PAIEMENTNET 3D SECURE, in collaboration with la Banque Populaire des Alpes which guarantees the confidentiality of payments. Payment is made by virtual TPE<sup>2</sup> 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.

### 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 Tourist Office of the customer's resort (Courchevel / Courchevel Moriond / Courchevel Village / Courchevel Le Praz / La Tania / Méribel-Mottaret). In this case, the customer must present an official and valid identification papers. Otherwise, the passes ordered cannot be delivered.

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 – Terms 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](http://www.s3v.com) | [www.skipasscourchevel.com](http://www.skipasscourchevel.com) | [www.skipassmeribelmottaret.com](http://www.skipassmeribelmottaret.com) | [www.skipasslatania.com](http://www.skipasslatania.com)

The price scale may be downloaded at the websites [www.s3v.com](http://www.s3v.com) | [www.skipasscourchevel.com](http://www.skipasscourchevel.com) | [www.skipassmeribelmottaret.com](http://www.skipassmeribelmottaret.com) | [www.skipasslatania.com](http://www.skipasslatania.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. Passes may be refunded or exchanged no later than 13 clear days after S3V has received the order.

### 4.5 – No cooling off period

Pursuant to Article L 121-20-4 of the French Consumer Code (Code de la Consommation), the sale of tickets and/or passes is not subject to the application of the cooling off right provided for in Articles L121-20 et seq. of the Consumer Code in relation to remote sales.

## 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

Automated processing of personal information has been set up for the purpose of creating a ticket and consumer follow up data base. S3V is responsible for automated processing. In accordance with the French Data Protection Act (la loi informatique et liberté) of 6 January 1978, 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 on the website [www.s3v.com](http://www.s3v.com) or by sending a letter to the following address: S3V - Service Commercial traitement automatisé - BP 40 - 73122 Courchevel cedex. The personal data that the customer provides when the order is placed is protected by an encrypting procedure. The S3V cash desks department keeps records of orders placed in accordance with Article L134-2 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 law.

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 within the aforementioned period, 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](http://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.

<sup>1</sup> SAEM: Semi-public Ltd Cie – 2 TPE: electronic payment terminal