

## GENERAL CONDITIONS OF SUBSCRIPTION

### 3 Vallées Liberty Pass

The following general conditions detail the provisions governing relationships between the **3 Vallées lift companies** (hereafter known as the "Operator(s)") and each Subscriber (hereinafter the "Subscriber(s)") and Beneficiary (hereafter the "Beneficiary(ies)") of the **3 Vallées Liberty** offer.

These terms and conditions exclusively concern natural persons acting as consumers as defined by the preliminary article of the Consumer Code.

These conditions in their entirety are made available to the Subscriber, who can download and print them.

All legally binding information is given in French.

These conditions apply to all new Subscription from **1 September 2018**.

For existing subscribers, these terms supersede any previous versions, and come into force one month after being notified, as laid down by the previous Article 22 "Modification of General Subscription Conditions".

#### ARTICLE 1. DEFINITIONS

**Subscription:** refers to the subscription to the **3 Vallées Liberty** offer

**Subscriber:** refers to a natural person, of legal age and capacity, who subscribes to the **3 Vallées Liberty** offer

**Beneficiary:** refers to the bearer of a **3 Vallées Liberty** Card who benefits from the **3 Vallées Liberty** Pass

**Card:** refers to the "**3 Vallées Liberty**" Card which is the material format of the **3 Vallées Liberty** Pass. This RFID microchip card is nominative, personal and non-transferable, and provides access to the ski lift system.

**Subscriber Account:** refers to the account regrouping all the Beneficiaries attached to the Subscriber. It can be accessed on the website and allows the Subscriber, once logged in, to access all the information relating to their Subscriptions, the Number of days used by the Beneficiaries of the account, the Services, their bills and personal data.

**Number of days used:** refers to the number of skiing days used by the Beneficiaries over a given period.

**Ski area:** refers to the area covered by the ski lift system

**Operator(s):** refers to the ski lift operating company (or companies) referred to in Article 4.

**Ski Lift System:** refers to all the ski lifts in the 3 Vallées ski area managed by the Operators, and accessible by the Beneficiaries.

**Customer Services:** refers to the information and support service available to the Subscribers and Beneficiaries under the conditions defined on the Resort Website.

**Services:** refers to all the complementary services offered by the Operators such as those described in the Resort Website and, if applicable, detailed in the special Terms and Conditions relating to each service.

**Resort Website:** refers to the website of the Company Issuing the Card.

#### ARTICLE 2. DESCRIPTION OF THE 3 VALLÉES LIBERTY PASS

The **3 Vallées Liberty** is a Subscription allowing Beneficiaries easy, quick, free and random access, via a "hands-free" system, to the ski areas mentioned below, at **3 Vallées Liberty** day tariffs.

After subscribing to the **3 Vallées Liberty** offer, a Card is issued which gives beneficiaries unlimited entry through the ski system's turnstiles on any day when the Ski Areas are open for the duration of the Subscription. In addition, the Subscriber will receive weekly invoices for the number of days skied by Subscriber Account Beneficiaries.

#### ARTICLE 3. ISSUING COMPANY

The Company selling the Card is hereinafter referred to as the Issuing Company.

#### ARTICLE 4. THE 3 VALLÉES SKI AREAS SKI LIFT SYSTEM

The Card allows free access to all ski lifts in Ski Areas of the following Operators, on whose behalf the Issuing Company sells ski lift tickets in its name and whose address is:

- **La Société des 3 Vallées Courchevel–La Tania (S3V Courchevel-La Tania)**, a Limited Company with a Board of Directors and Supervisory Board, with a capital of €73,865,940, registered with the Chambéry Trade and Companies Register under no. 429 852 668, and whose head office is at La Croisette 73120 Courchevel,  
Intra-community VAT number: FR52429852668
  - Phone number: +33 (0)4 79 08 20 00
  - Email: contact@s3v.com
  - Correspondence address (if different from head office): La Croisette - BP 40 - 73122 COURCHEVEL Cedex
  - In accordance with the conditions of Article L220-1 of the French Insurance Code, we have a Professional Liability Insurance policy with AXA - Jean-Marc Belli Firm - BP 245 - 73002 CHAMBERY CEDEX  
Registered at ORIAS as an Intermediary Insurance Agent under the number 18001185 (www.orias.fr),  
Ski Lift operating company for the Courchevel Valley Ski Area.
- **La Société des 3 Vallées Mottaret (S3V Mottaret)**, a Limited Company with a Board of Directors and Supervisory Board, with a capital of €73,865,940, registered with the Chambéry Trade and Companies Register under no. 429 852 668, and whose head office is at La Croisette 73120 Courchevel,  
Intra-community VAT number: FR52429852668
  - Phone number: +33 (0)4 79 08 20 00
  - Email: contact@s3v.com
  - Correspondence address (if different from head office): La Croisette - BP 40 - 73122 COURCHEVEL Cedex
  - In accordance with the conditions of Article L220-1 of the French Insurance Code, we have a Professional Liability Insurance policy with AXA - Jean-Marc Belli Firm - BP 245 - 73002 CHAMBERY CEDEX  
Registered at ORIAS as an Intermediary Insurance Agent under number 17007353 (www.orias.fr),

Ski Lift operating company for the Mottaret Ski Area

- **La Société d'Exploitation de la Vallée des Belleville (SEVABEL)** a Simplified stock company, with a capital of € 3,235,500 and whose head office is at Saint Martin de Belleville – 73440 Les Menuires, registered with the Chambéry Trade and Companies Register under no. B 353 065 964.
  - Intra-community VAT number: FR02 353 064 964 0010
  - Phone number: +33 (0)4 79 00 62 75
  - Email: sevabel@compagniedesalpes.fr
  - In accordance with the conditions of Article L220-1 of the French Insurance Code, we have a Professional Liability Insurance policy with Allianz Opérations Entreprises- 7, Place du Dôme-TSA 21017-92 099 La Défense Cedex
  - Registered at ORIAS as an Intermediary Insurance Agent under number 17007391 (www.orias.fr),Ski Lift operating company for the Les Menuires - Saint Martin de Belleville Ski Area.
- **MÉRIBEL ALPINA**, a Simplified stock company, with a capital of €3,287,169 registered with the Chambéry Trade and Companies Register under no. B 075 520 064, and whose head office is at Méribel les Allues 73550.
  - Intra-community VAT number: FR20075520064
  - Phone number: +33 (0)4 79 08 65 32
  - Email: contact@meribel-alpina.com
  - Correspondence address : Méribel Alpina, 350 Route de Mottaret, 73550 Méribel, France
  - In accordance with the conditions of Article L220-1 of the French Insurance Code, we have a Professional Liability Insurance policy with Allianz IARD 87 rue de Richelieu 75002 Paris.
  - Registered at ORIAS as an Intermediary Insurance Agent under number 17007390 (www.orias.fr),
  - Ski Lift operating company for the Méribel ski area.
- **La Société d'Exploitation des Téléphériques Tarentaise et Maurienne (SETAM)** a Limited Company with a Board of Directors, with a capital of €4,441,905 and whose head office is at Le Génépi Val Thorens, 73440, St Martin de Belleville, registered with the Chambéry Trade and Companies Register under no. B 776 220 584.
  - Intra-community VAT no: FR30 776 220 584
  - Phone number: +33 (0)4 79 00 07 08

- Email: [forfaitinternet@valthorens.com](mailto:forfaitinternet@valthorens.com)
- In accordance with the conditions of Article L220-1 of the French Insurance Code, we have a Professional Liability Insurance policy with: ALLIANZ immeuble La Résidence N° 2 Z BP 64 73123 COURCHEVEL Cédex.
- Registered at ORIAS as an Intermediary Insurance Agent under the number 18001208 ([www.orias.fr](http://www.orias.fr)).
- Ski Lift operating company for the Val Thorens Ski Area (excluding Orelle).
- **The Orelle Cable Car Company (STOR)** a Limited Company with a Board of Directors and Supervisory Board with a capital of €780,000 and whose head office is at Francoz – 73140 Orelle, registered with the Chambéry Trade and Companies Register under no. 402 811 061.
- Intra-community VAT number: FR 17 402 811 061
- Phone number: +33(0)4 79 56 88 01
- Email: [info@orelle.net](mailto:info@orelle.net)
- In accordance with the conditions of Article L220-1 of the French Insurance Code, we have a Professional Liability Insurance policy with: ALLIANZ immeuble La Résidence N° 2 Z BP 64 73123 COURCHEVEL Cédex.  
Registered at ORIAS as an Intermediary Insurance Agent under number 17007386 ([www.orias.fr](http://www.orias.fr)),  
Ski Lift operating company for the Orelle Ski Area (excluding Val Thorens).

It is thus specified that the Ski Areas relevant to the Card are:

- The Courchevel Valley ski area operated by S3V Courchevel-La Tania
- The Méribel Valley ski area (Méribel + Méribel Mottaret) jointly operated by S3V Mottaret and Méribel-Alpina
- The Les Menuires - St Martin ski area operated by SEVABEL
- The Val Thorens-Orelle ski area jointly operated by SETAM and STOR
- Les 3 Vallées ski area jointly operated by S3V Courchevel-La Tania, S3V Mottaret, Méribel Alpina, SEVABEL, SETAM and STOR

The ski area limits are specified on the ski slope maps published by each ski lift company.

## ARTICLE 5. SUBSCRIPTION

The Card is issued by the Issuing Company on the resort website only.

Subscriptions are taken out by the Subscriber on behalf of a Beneficiary; the Subscriber him/herself may be the Beneficiary. The Subscriber may take out several subscriptions for several Beneficiaries, with a maximum of six (6) Subscriptions.

The Issuing Company, as an Intermediary Insurance Agent, also offers the Subscriber a "Carré Neige" insurance policy in addition to its Subscription. This contract is subject to insurance conditions that can be consulted and downloaded either directly from the [www.carreneige.com](http://www.carreneige.com) website or from the hyperlink on the Resort Website.

By taking out a Subscription, the Subscriber declares he or she accepts these general conditions of Subscription as well as the Operators' general terms and conditions for ski lift tickets.

A Subscriber who already has a Subscription from one of the Operators mentioned in Article 4 cannot subscribe to a new Subscription.

To order a Card, the subscriber must:

1. Go to the Resort Website;
2. Click on "Subscribe online";
3. Enter the number of skiers in order to specify the number of Subscriptions they wish to subscribe to;
4. Click on "Continue" and then specify if he/she would like to take Carré Neige day insurance for each Subscription;
5. Check the basket and click "Continue";
6. Create a user account or log in to an existing user account;
7. Fill in the postal and telephone numbers of the creator of the user account (unless you already have an account), and click on "I accept and register";
8. Give the surname, first name, date of birth and photo of the Subscriber(s), and click on "I accept and register";
9. Choose how to receive the 3 Vallées Liberté card (send by mail or pick up in situ), and click on "I accept and register";
10. Read the General Conditions and tick the box to signify acceptance of the Subscriptions, click on "Validate - Order with payment obligation";
11. Enter the bank details on the secure site of the payment provider to validate the order.

The Subscriber can check their order's details and the final cost, and correct any errors, before confirming and accepting the order.

Ordering a card may be done in French or English.

**The Issuing Company is free to refuse a Subscription application for a legitimate reason,**

**such as known insolvency or the cancellation of a previous Subscription by one of the companies mentioned in Article 4 for fraud or non-payment.**

The Subscriber is invited to keep a copy of their order confirmation, as well as of these general terms and conditions (either in electronic or paper format).

Once the Subscriptions and their payment have been validated, the Issuing Company will send the Subscriber a welcome e-mail informing them:

- that their invoice is available in their dedicated area,
- of the date that the Card will be sent by post (maximum 12 working days following Subscription) or of when the Card(s) will be available in one of the Issuing Company's **3 Vallées Liberty** sales points. N.B.: If the Card is sent by post, delivery charges will apply; delivery charges can be found on the Resort Website.

## **ARTICLE 6. NO RIGHT TO WITHDRAW**

Subscription is not subject to the application of the right to withdraw provided for in articles L.221-18 onwards of the French Consumer Code on Distance Selling.

## **ARTICLE 7. SUBSCRIPTION VALIDITY PERIOD**

Subscription is taken out for a period from 1 November of year  $n$ , to 31st October of  $n+1$ , regardless of the subscription date.

The Subscription is renewed by tacit agreement under the tariff conditions on the day of renewal. The Subscriber will be informed by e-mail, 1 month before their Subscription(s) expiry date(s), of the conditions that apply to the Subscription renewal(s). The Subscriber will then have until 31 October of the current year to give notice that they wish not to renew, The Subscriber will have direct access to the cancellation on their account and may partially or completely cancel their Subscription up until 31 October.

**If no notification is received from the Subscriber, Subscription(s) will renew automatically each year for a period of 12 months from 1 November.**

Payment for Subscription renewal(s) is due on 1 November each year.

### **Compulsory reproduction of Article L. 215-1 of the French Consumer Code:**

*"For service contracts concluded for a fixed term with a tacit renewal clause, the service provider shall inform the consumer in writing, by nominative letter or by email,*

*three months at the earliest, and one month at the latest, before expiry of the period during which renewal can be declined, of the option to refrain from renewing a contract with a tacit renewal clause that he/she has entered into. This information, provided in clear and intelligible terms, indicates in a clear text box the date of termination.*

*When such information has not been sent to him pursuant to the provisions of the first paragraph, the consumer is free to terminate the contract at any time on or after the renewal date. Any advances made after the last renewal date or, in the case of open-ended contracts, after the date on which the initial fixed-term contract was converted, shall be reimbursed within thirty days of the cancellation date, after deduction of the sums corresponding to performance of the contract up to that date. The provisions of the present article shall apply without prejudice to those which make certain contracts legally subject to special rules relating to consumer information."*

Article L. 215-3 of the Consumer Code: *"The provisions of this Chapter shall also apply to contracts concluded between professionals and non-professionals."*

Article L. 241-3 of the Consumer Code: *"Where the professional has not repaid under the conditions laid down in Article L. 215-1, the sums due shall bear interest at the legal rate."*

## **ARTICLE 8. TARIFFS AND MEANS OF PAYMENT**

### **8.1. Tariffs**

Each Card issued will result in payment of a Subscription fee. The relevant amount is available on the Resort's website.

Depending on the Ski Areas used, during the winter season, the Subscriber may be invoiced the Ski Area tariffs under the following conditions, based on the public one-day adult tariff published on the websites of the resorts concerned:

- Courchevel Valley 1 day ski pass -10% (invoiced by S3V) if all the passages registered are within the Courchevel Valley.

- Méribel Valley 1 day ski pass -10% (invoiced by Méribel-Alpina or S3V if all the passages registered are within the Méribel Valley with a card issued by Méribel Alpina or S3V Mottaret only).

- Les Menuires-St Martin 1 day ski pass -20% (invoiced by the SEVABEL) if all the passages registered are within Les Menuires-Saint Martin de Belleville.

- Val Thorens-Orelle 1 day ski pass -15% (invoiced by SETAM or STOR) if all the passages registered are within Val Thorens-Orelle.

- 3 Vallées 1 day ski pass -10% (invoiced by the Company Issuing the Card either S3V, Méribel-Alpina, SEVABEL, SETAM or STOR) if passages were registered in at least 2 Valleys or with at least 2 different ski companies that are Subscribers of the 3 Vallées Liberty Card Issuing Company.

**Special reduction every Saturday throughout the season: -20% on the 3 Vallées one-day tariff.**

These tariffs correspond to the public one-day adult tariffs displayed in the ski pass offices of the ski lift system or 3 Vallées Operating companies and to which the discounts will be applied. This is a single tariff regardless of the beneficiary's age, which cannot be combined with reduced rates and, in particular children, senior or family rates.

In addition to the aforementioned conditions, ski passes for the 9th day of skiing are free, following which a free 1-day pass will be offered every 6 days. The countable days cannot be carried over to another winter season.

The **3 Vallées Liberty** day tariffs for the Ski area ski lifts are set by each of the Ski Lift operators and billed to the Subscriber according to tariff conditions applicable on the date that the pass is used.

These tariffs and discounts may be modified when the Subscription is renewed.

The Subscriber is informed that when a Beneficiary passes through a turnstile providing access to a Ski Area's ski lifts, they will be billed a **3 Vallées Liberty** day tariff, irrespective of the number of passages during that day.

The "**3 Vallées Liberty**" day tariff for the relevant Ski area is invoiced by the Operator of the ski area used, or, for all ski areas jointly operated, by the Company issuing the Card.

All prices are given per day, in euros, inclusive of taxes, and are established based on taxes applicable on the date of Subscription and/or that the pass is used.

Any changes and/or variation in applicable taxes will be reflected in the tax-inclusive price for Subscription and Ski Days used by Beneficiaries from the date of any such change.

## 8.2. METHODS AND MEANS OF PAYMENT

The Subscription fee and any fees resulting from Ski Area use by Beneficiaries, are payable by bank card. During the subscription process, the Subscriber will provide the details, i.e. card number, validity date and the security number, of the bank card to be used (**transactions take place on a secure website**). This payment order by bank card is given by the Subscriber for all payments as part of their **3 Vallées Liberty** subscription, both for its use and any additional Services. The information will be kept by the Issuing Company and/or Operators for future payments. Debits will be made directly by each Operator, or via the online Paybox payment service.

The sums due are payable on the date indicated on the bill.

## 8.3. INVOICING AND SUBSCRIBER ACCOUNT

The Issuing Company is responsible for invoicing and collecting Subscription payments.

The Ski Operator of the Area where Ski Days are registered will invoice and collect payments directly, as per the conditions set out in Article 4.

The Subscriber also recognises that invoices will be received by Operators other than the Issuing Company, depending on which Ski Area is used by the Beneficiary.

Each week, the Issuing Company and/or Operator(s) will establish the list of skiing days per Ski Area for that week used by Beneficiaries of the Subscriber's account, on the ski area. The calculation of the number of days skied per week is based on the **3 Vallées Liberty** tariff applicable for the Ski Area concerned, irrespective of the number of passages and whether the Beneficiary has skied on all or part of the Ski Area.

The calculation of days sent by e-mail, will detail for each Beneficiary on the Subscriber's account:

- The date of the passage
- the corresponding amount

Based on the number of days skied each week the Issuing Company and/or the Operator(s) will invoice and debit the Subscriber's bank card of the sums due for the week. The Subscriber is considered as responsible for each of the Beneficiaries of their Subscriber Account and, where appropriate, for any other sums due by the Subscriber under the terms of their Subscription.

The invoice cannot be considered as a final invoice for the Beneficiaries passages on the Ski Areas ski lifts

during the relevant period. Any skiing days omitted from this invoice will be invoiced later, within the limit of the winter season in question.

The number of skiing days recorded by the Issuing Company's and/or Operator's computer system, which serves as a basis for the invoice, is deemed correct.

The invoice will indicate:

- the price, with and without taxes
- the date of the invoice and the date of payment
- the ski area used by the Subscriber Account's Beneficiaries
- any other Services used;
- any possible indemnities, penalties or costs incurred under articles 8.4, 11 and 12.

The Subscriber authorises the Issuing Company and/or Operator(s) to send these bills electronically. The Subscriber will receive, in each electronic letter (e-mail) a reminder of the link to their Subscriber's Account where they may access the invoices which can then be printed or downloaded and saved.

The amount on the invoices will be debited from the Subscriber's bank card on a weekly basis.

#### **8.4. NON-PAYMENT**

If the payment for an invoice is refused, the Issuing Company and/or Operator(s), where applicable, may reissue another invoice depending on the reason for refusal. In this case, the Subscriber will receive a formal notice by e-mail or post for the sums due. Late payment charges, equal to the legal interest rate on the date of the invoice, will be applicable from the date that the invoice is unpaid. These penalties will be added to the initial amount of the invoice.

Any non-payment will automatically, and without notice, lead to the suspension of the Card(s) of the Account until the full amount of sums is paid.

In addition, if the Subscriber does not pay the sums due within 15 days of formal notice, and has not informed the Issuing Company of any serious query relating to sums invoiced, the Subscription(s) of the Subscriber's Account will be cancelled without any further notice. Any skiing days not yet invoiced become immediately due.

Finally, the Subscriber declares to be aware that the Issuing Company is expressly mandated by each Operator for the purposes of proceeding in their name and on their behalf, for the amicable or judicial recovery of their debts.

#### **ARTICLE 9. CONDITIONS OF USE FOR THE CARD**

The Card is non-reimbursable and non-exchangeable. The Card remains the exclusive property of the Issuing Company.

The Card gives the Beneficiary the right, during its validity period, to free and unlimited access to the 3 Vallées Ski lifts. The Beneficiary must carry the Card at all times when using the ski lifts, from the bottom of the lift to the top.

Access to the Ski Lift System is exclusively given on presentation of the Card at the turnstiles and depends on the respective opening hours of the ski lifts. If the Card is not presented at the turnstile, access to the ski lifts will be refused. In no case will the Operator and/or Issuing Company reimburse any purchases of ski passes by the Subscriber and/or a Beneficiary resulting from the Card being forgotten, lost or stolen.

The card and its carrier may be checked by official inspectors to verify that the Card is being used for personal use only. Failure to respect the personal nature of the Card will result in it being immediately confiscated and the Subscription terminated, without prejudice to any of the other provisions in the general conditions of using of operators' ski lifts in the event of violations noted by an official controller.

#### **ARTICLE 10. CHANGING SUBSCRIBER AND/OR BENEFICIARY DETAILS**

Should the postal address, e-mail address and/or bank card details change, the Subscriber shall modify and update this information on his Subscriber's account within a maximum delay of 5 days following the change. The change will take effect immediately.

**The non-respect of the arrangements mentioned above, or the cancellation by the Subscriber of the credit card payment authorisation, implies immediate cancellation of the Subscription(s) of the Subscriber's Account.**

#### **ARTICLE 11. LOSS OR THEFT OF THE CARD**

If the Card of a Beneficiary is lost or stolen, the Subscriber or Beneficiary must inform Customer Services as soon as possible, either by phone or via the website.

In addition, the Subscriber or Beneficiary can declare a loss or theft at one of the Issuing Company's and/or Operator(s)'s sales points. The Card will then be cancelled and no longer be valid for use.

For a new Card to be issued, the Subscriber must apply to Customer Services. The Subscriber hereby acknowledges that a processing fee at current rates will

be charged to their account on the following week's invoice.

The Issuing Company and/or Operator(s) will send the new Card to the Subscriber, by post within a maximum of 12 days. The new Card can also be given directly to the Beneficiary at one of the Issuing Company's and/or Operator(s)'s 3 Vallées Liberty sales points, if the loss or theft was declared on-site.

If the Subscriber recovers the Card that was declared lost or stolen, they must return it to the Issuing Company by registered post.

## ARTICLE 12. DEFECTIVE CARD

If the Card dysfunctions or has a technical problem, the Issuing Company will, as soon as possible and at their expense, replace the defective Card from the date the defective card is returned.

However, if, after verification, the Beneficiary is held responsible for the defective Card, the Issuing Company will invoice the Subscriber a sum at the current fee towards the cost of the replacement card.

The defective Card will be replaced by the Issuing Company who issued the initial Card.

## ARTICLE 13. CUSTOMER SERVICES

For any commercial or technical questions, the 3 Vallées Liberty Card Issuing Companies' Customer Services can be contacted:

- **For S3V (Courchevel / La Tania / Méribel-Mottaret)**
  - by phone on +33 (0)4 79 08 20 00 (local call rates apply from a landline in mainland France) under the conditions defined on the website,
  - by post: S3V – Direction Commerciale – BP 40 - 73122 Courchevel Cedex - France
  - by email: [contact@s3v.com](mailto:contact@s3v.com)
- **For Méribel Alpina (Méribel / Brides les Bains)**
  - by phone on +33 (0)4 79 08 65 32 (local call rate applies from landlines in mainland France) under the conditions defined on the website,
  - by post: Méribel Alpina – Direction Commerciale – 350 Route de Mottaret - 73550 – Méribel - France
  - by email: [contact@meribel-alpina.com](mailto:contact@meribel-alpina.com)
- **For SEVABEL (Les Menuires-Saint Martin de Belleville)**
  - by phone on +33 (0)4 79 00 62 75 (local call rates apply from landlines in mainland France) under the conditions defined on the website,

- by post: SEVABEL – BP2 Les Menuires – 73442 Saint Martin de Belleville Cedex - France

- by email: [sevabel@compagniedesalpes.fr](mailto:sevabel@compagniedesalpes.fr)

- **For SETAM (Val Thorens)**

- by phone on +33 (0)4 79 00 07 08 (local call rates apply from landlines in mainland France) under the conditions defined on the website,

- by post: SETAM – Le Généri – 73440 Val Thorens - France

- by email: [forfaitinternet@valthorens.com](mailto:forfaitinternet@valthorens.com)

- **For STOR (Orelle)**

- by phone on +33 (0)4 79 56 88 01 (local call rates apply from landlines in mainland France) under the conditions defined on the website,

- by post: STOR – Gare de la Télécabine – 73140 Orelle - France

- by email: [info@orelle.net](mailto:info@orelle.net)

## ARTICLE 14. CANCELLATION

### 14.1 CANCELLATION BY THE SUBSCRIBER

The Subscriber can, at any time, request the full cancellation of their Subscription by sending a registered letter to Customer Services with return receipt requested. The Subscriber must give their contract references: full contact details, Subscriber Account number and number(s) of the Card(s) returned. When the cancellation request is received, the Issuing Company will send a cancellation confirmation e-mail (it is recommended that a copy of this confirmation is retained), and will cancel the Card(s) of the Subscriber's Account and the Beneficiaries of the Account will no longer be able to benefit from the advantages of the Card(s) unless they register for a new Subscription.

The cancellation will take effect on the date indicated by the Subscriber when they send notification, and at the earliest, or if no date is indicated, two (2) working days after receiving the cancellation notice.

If the Subscriber cancels their Subscription, the Subscriber does not have the right to any reimbursement or indemnities. A confirmation will be sent to the Subscriber by e-mail. Any skiing days used after the cancellation date as defined above, are due by the Subscriber.

In addition, except in case of force majeure as defined by Article 1218 of the French Civil Code, in the event of the Company's failure to provide the services on the date or within the period indicated to the Subscriber or, at the latest thirty (30) days after the conclusion of the contract, the Subscriber may terminate the contract, by registered letter with acknowledgment of receipt or in

writing, if, after having ordered, under the same conditions, the Issuing Company to provide the services within a reasonable additional period, the latter has not been carried out within that period. The contract shall be considered terminated upon receipt by the Issuing Company of the letter or writing informing it of such resolution, unless the Issuer has carried out the order in the meantime. The Subscriber may immediately terminate the agreement when the Issuing Company refuses to provide the benefits or fails to fulfill its obligation to provide the services on the date or within the period specified to the Subscriber, and that date or that deadline constitutes for the Subscriber an essential condition of the contract. This essential condition results from the circumstances surrounding the conclusion of the contract or an express request from the Subscriber prior to the conclusion of the contract (Article L216-2 of the Consumer Code).

#### **14.2 CANCELLATION BY THE ISSUING COMPANY**

The Issuing Company retains the right to cancel in full the Subscription(s) before the renewal date and the Card(s) if the Subscriber and/or one of the Beneficiaries of the Subscriber's Account does not respect one of the obligations to which they are liable under the terms of these general conditions of Subscription and/or the general terms and conditions of use of the operators' ski lifts, in particular in the case of:

- fraudulent use: non-respect of the nominative and personal nature of the Card
- fraudulent or false declarations: false declarations or presentation of false documents when the Card was issued or reissued
- violating these general conditions of Subscription and the general conditions of using the Ski Area lift system and any behaviour contrary to public order and good moral standards
- payment defaults, whether it be owed to the Issuing Company and/or one or more of the other Operators.

And as such, without the Subscriber being able to request any form of reimbursement, even partial, or any form of damages for this prejudice.

Operators reserve the right to refuse any Subscription of a Subscriber who has already been subject to a cancellation by one of the five Operators.

The Subscriber and/The Beneficiaries will be informed by e-mail that their Card has been invalidated and informed of the reasons for this invalidation.

#### **ARTICLE 15. RESULTS OF THE CANCELLATION**

#### **15.1. RETURNING THE CARD**

If the subscription is cancelled, regardless of the reason, the Subscriber must return the invalid Card(s) in their possession and/or in possession of the Beneficiaries of the Subscriber's Account to the Issuing Company.

#### **15.2. UNPAID SUMS**

If the subscription is cancelled, regardless of the reason, the Issuing Company will invoice unpaid sums due for the Subscription, including skiing days used. Any late payment fees as detailed in article 8.4, will be added to these sums, if applicable.

#### **ARTICLE 16. CLAIMS**

Claims must be sent via the website using the Subscriber's Account or directly to Customer Services within 15 days of the event to which the claim relates, without prejudice to the legal deadlines and procedures for mediation or taking legal action under the conditions set out in Article 22 below.

#### **ARTICLE 17. LIABILITIES**

The Issuing Company is responsible for the proper performance of the obligations resulting from the contract concluded online, whether these obligations are to be performed by itself or by other service provider, without prejudice to its right of recourse against them. However, the Issuing Company may exonerate itself from all or part of its responsibility by proving that the non-performance or the poor execution of the contract is attributable either to the Subscriber and / or the Beneficiary, or to the actions, unpredictable and insurmountable, of a third party to the contract, or to force majeure. (Art L221-15 Consumer Code)

#### **ARTICLE 18. PROOF, CONSERVATION AND ARCHIVING**

When the Subscriber provides their bank card number online and, more generally, confirms the order, this is taken as proof that the whole of the transaction has taken place and that payment is due.

In accordance with Article L213-1 of the Consumer Code, for any order made online on the Resort Website for an amount of at least €120, the issuing Company shall keep written of the Subscriber's order, for a period of ten years from the date of the corresponding service, and guarantees him access at any time during the same period, upon request.



## ARTICLE 19. DATA PROTECTION

For more information, please refer to the provisions on the protection of personal data in the Terms of Use of the Resort Website ("legal notice" section).

## ARTICLE 20. INTELLECTUAL PROPERTY RIGHTS

The Subscriber has no property or usage rights and cannot use the names, signs, emblems, logos, brands, author rights and any signs or other rights whether literary, artistic or industrial of the Issuing Company and/or Operators.

## ARTICLE 21. MODIFICATION OF GENERAL CONDITIONS OF SUBSCRIPTION

The Issuing Company retains the right to modify these general conditions of Subscription. The Subscriber will be notified of these modifications by email one month before they take effect, except when they concern modifications of tariffs for accessing the Ski Area ski lift system, as these will be immediately applicable as per the conditions set out in article 8.1. If these changes are refused by the Subscriber, then the latter must cancel their Subscription pursuant to the conditions set out in article 14.1 above. The lack of written response from the Subscriber within that one-month period constitutes their acceptance.

## ARTICLE 22. TRANSLATION, APPLICABLE LEGAL-DISPUTE RESOLUTION

In the event that these general conditions of Subscription are translated into several languages, it is expressly understood that the French version of these general conditions of Subscription is the only legally binding version. Consequently, and if there is any difficulty in the interpretation/application of one of the provisions of these general conditions of Subscription, the French version should be purposefully and exclusively referred to.

The present general conditions of Subscription are governed, both for their interpretation and for their administration, by French law.

In case of dispute over the interpretation or execution of the present conditions, the Subscriber may resort to a mediation procedure with the **Ombudsman for Tourism and Travel** (MTV Médiation Tourisme Voyage, BP 80 303, 75823 Paris Cedex 17 - Tel: +33 (0) 1 42 67 96 68 - E-mail: info@mtv.travel) according to the modalities fixed on the website [www.mtv.travel](http://www.mtv.travel) and within a maximum of one year from the written complaint to the Operator. He can also use the European Online Dispute

Resolution Platform, available on the Internet at the following address:  
<https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=EN>.

If an amicable settlement cannot be obtained, the Subscriber may choose either one of the jurisdictions having territorial jurisdiction under the Code of Civil Procedure, or the jurisdiction of the place where he / she lived at the time of the conclusion of the contract or the occurrence of the harmful event. (Article R. 631-3 of the Consumer Code).