

## 1 - Préambule

When an individual (hereinafter the "customer") buys a ski lift pass, this fact entails that he/she has perused and accepts all of these general terms and conditions of sale and use, without prejudice to the usual legal remedies.

If a provision is missing in these general terms and conditions, this missing provision shall be deemed to be governed by current practices in the ski lift sector for companies having their registered offices in France.

Online purchases (On websites, automatic kiosks or tablets) are also subject to the Specific Terms and Conditions for Online Sales posted at the corresponding sales channel. The present general terms and conditions are applicable for the winter season (From the period between the official opening and closing dates of the ski lifts of the ski area concerned), the summer season (From the period between the official opening and closing dates of the lifts of the area concerned) and more generally for any opening to the public.

The customer acknowledges all responsibility to remain informed about the various Passes and, if applicable, Activities and proposed tariffs and to select the most suitable option. Under no circumstance shall the Vendor be held liable for the customer's choice.

## 2 - Pass

The pass is comprised of a card on which a ticket is registered. It can in some cases be associated with a leisure and sport activity.

It gives access, during the term of validity of the ticket and under the terms and conditions specified hereinafter, to ski lifts in operation corresponding to the ticket category.

The user must be in possession of his/her pass during the entire journey on the ski lift, from the loading area to the unloading area.

To facilitate the transfer of encoded information during passage through the inspection terminals, the pass must be worn on the left side and, preferably, away from a mobile phone, keys and any form of packaging comprised in whole or in part of aluminium.

The rates of passes, tickets and cards are displayed near the cash desks. They may also be viewed on the website sites: [www.s3v.com](http://www.s3v.com) | [www.skipasscourchevel.com](http://www.skipasscourchevel.com) | [www.skipassmeribelmottaret.com](http://www.skipassmeribelmottaret.com) | [www.courchevel-ete.com](http://www.courchevel-ete.com) | [www.meribelmottaret-ete.com](http://www.meribelmottaret-ete.com) | [www.courchevel.com](http://www.courchevel.com) | [www.meribel.net](http://www.meribel.net) | [www.les3vallees.com](http://www.les3vallees.com)

The passes, the term of which is longer than the shortest term proposed, are strictly personal, non-assignable and non-transferable.

### 2.1 - Re-encodable cards

The cards are re-encodable which means they can be re-used one or more times within the limit of a three years warranty period.

The warranty applies only for normal use of the card. The warranty covers the issue of a new card to replace the defective card.

Besides the fact that cards that can be topped up at the cash desks, they can be used to buy a half day ticket to a 21 consecutive day ticket only by logging on to the following websites: [www.s3v.com](http://www.s3v.com) | [www.skipasscourchevel.com](http://www.skipasscourchevel.com) | [www.skipassmeribelmottaret.com](http://www.skipassmeribelmottaret.com) | [www.courchevel-ete.com](http://www.courchevel-ete.com) | [www.meribelmottaret-ete.com](http://www.meribelmottaret-ete.com)

The holder of a re-encodable card is not entitled to any reduction on the ticket price in the event the card is topped at cash desks or on the Internet.

As long as the ticket registered on re-encodable card has not expired, another ticket, apart from an extension, may not be registered.

For recycling purposes, please place the cards in the boxes close to the cash desks.

The price of the pass includes the price of the card.

### 2.2 - Liberté, Skiflex and 2/7 passes

#### 2.2.1 - Liberté Pass

The Liberté pass is a personal pass made up of a re-encodable card and an unlimited right of access during the current season on the 3 Vallées skiing area.

The unit of use of the 3 Vallées Liberté pass is the day per adult (Courchevel Valley, Méribel Valley or 3 Vallées). Said days may be used consecutively or not during the current season.

The days are invoiced weekly and debited from the holder's bank card based on the days per adult at a discounted rate.

#### 2.2.2 - Skiflex Pass

The Skiflex pass is a personal pass made up of a re-encodable card and a limited right of access to 20 passages per week on the 3 Vallées ski lifts (Monday to Sunday) during the current season.

These passages can be consumed consecutively or not during every week of the current season.

Beyond the 20 passages per week, a price is billed per passage and capped per day at the value of the 3 Vallées adult day rate.

The amounts are invoiced and debited from the holder's bank card.

#### 2.2.3 -2/7 pass

The 2/7 pass is a personal pass made up of a re-encodable card and a right of access limited to 2 days of skiing per week on the 3 Vallées skiing area (Monday to Sunday) during the current season.

The day of skiing is deducted from the 1st passage on a lift.

These days can be consumed consecutively or not during every week of the current season.

Beyond 2 days per week, a daily rate is billed at the value of the 3 Vallées adult day rate

The amounts are invoiced and debited from the holder's bank card.

## 2.3 - Insurance Carré Neige

An insurance Carré Neige is proposed to the customers during the winter season. [www.carreneige.com](http://www.carreneige.com)

S3V is registered with ORIAS as an intermediary insurance agent under the number 18001185 ([www.orias.fr](http://www.orias.fr)),

The insurance broker is GBC Montagne, registered with ORIAS under the number 17007353, whose registered office is Résidence le Grand Cœur, Bât. B, 298 Avenue Maréchal Leclerc, 73704 BOURG SAINT MAURICE - France.

Complaints and recourse procedures to a mediation process concerning this insurance are accessible on the site [www.carreneige.com](http://www.carreneige.com)

## 3 - Terms and conditions of issue of inspection of tickets

### 3.1 - Photo and proof of identity

The sale of the season pass winter or summer or the 3 Vallées Liberté pass as well as the delivery of free tickets are subject to the delivery or taking of a recent photograph, facing the camera, without sunglasses or without headgear.

The S3V keeps this photograph in its electronic ticket system to facilitate any topping up (re-encoding) of the ticket, unless the customer objects thereto.

A rate reduction based on age bracket is subject to the production of proof of identity.

### 3.2 - Methods of payment

Payment is made in euros:

> by cheque drawn up on a bank account opened in France and made payable to S3V,

> by bank card (Visa, Eurocard, Master Card, American Express),

> holiday vouchers issued by the ANCV (French national holiday voucher agency).

As a security measure, cash payments are only possible for purchases at cash desks, to the exclusion of remote purchases of passes.

Moreover, purchases made on-line or on automatic kiosks may be paid only by bank card (Visa, Eurocard, Master Card, American Express)

### 3.3 - Invoice and proof of sale

#### 3.3.1 - Invoice

Regardless of the card used, an invoice is issued, upon request, to show for a single transaction, the number of products bought, a brief itemization of said products, the total price, before VAT, of the transaction and the total amount of VAT.

#### 3.3.2 - Proof of sale

When a pass is issued, proof of sale is delivered showing the type of ticket, its date of validity and its sole number. This proof must be kept carefully for presentation upon any claim.

### 3.4 - Inspection

The customer must hold a ticket during the entire journey on the ski lift from the loading area to the unloading area.

The pass must be presented at each inspection requested by the operator.

Not holding a ticket, use of a non-compliant ticket **or non-compliance with the police regulations posted at the lift loading area recorded by a sworn inspector** gives rise to a fixed indemnity, which is increased, where applicable, by closing costs, the amount of which is set under current regulations.

The forging of a ticket or use of a forged ticket gives rise to criminal proceedings as well as to the payment of damages.

In an effort to combat fraud, the client is informed by way of a logo that they are automatically photographed when they pass through the turnstiles. These photographs are then used by sworn inspectors in regular inspections with the sole purpose of ensuring that no exchange takes place, since the pass is neither transmissible nor transferrable. Photographs taken will be kept for the duration of the ticket and up to two days thereafter. Only the first and the last photo of each day are retained; all other photos are deleted at the end of each day. These photos are processed as personal data as described in paragraph 8.

In all the aforementioned cases, the passes may be withdrawn for the purpose of evidence and in order to return them to their owners.

### 3.5 - Transfer and resale prohibited

During the term of validity of the ticket, the pass cannot be assigned or transferred. It cannot be lent free of charge or for a fee.

## 4 - Rates

All retail prices of passes, tickets and cards are displayed at the sales outlets. Said rates are expressed in euros, including VAT according to current VAT.

They also appear on the website internet [www.s3v.com](http://www.s3v.com) | [www.skipasscourchevel.com](http://www.skipasscourchevel.com) | [www.skipassmeribelmottaret.com](http://www.skipassmeribelmottaret.com) | [www.courchevel-ete.com](http://www.courchevel-ete.com) | [www.meribelmottaret-ete.com](http://www.meribelmottaret-ete.com) | [www.courchevel.com](http://www.courchevel.com) | [www.meribel.net](http://www.meribel.net) | [www.les3vallees.com](http://www.les3vallees.com)

Reductions or complimentary passes are proposed to various categories of individuals in accordance with terms and conditions available at sales outlets and on presentation of documents to prove the special rate when making the purchase. No photocopies of supporting documents will be accepted. No reduction or complimentary reduction shall be granted after the purchase.

The age of the customer to be taken into account will be the age determined on the date of the commencement of validity of the pass to be issued.

## 5 - Refund of passes

Stay/season passes take account of a special sliding scale.

If the customer has not purchased his pass directly from the Société des 3 Vallées, he must make any complaint which relates to issues that occur whilst the General Terms & Conditions of Sale and use hereof are implemented, beforehand with his reseller..

### 5.1 - Party used or non-used passes

In the event the tickets issued are not used or not totally used, **they are not refunded or exchanged.**

### 5.2 - Loss, destruction or theft

In the event of loss, destruction or theft, and on presentation of the delivery slip or the proof of sale, a ticket shall be delivered for the unexpired period less one waiting day and a card corresponding to this residual period.

Said measure shall be subject to the delivery to the delivery slip or proof of sale as well as to payment of an amount of twelve (12) euros for operating costs (stop payment and blocking of the ticket).

Any passes found can be handed into at the central cash desk.

### 5.3 - Closing or service outage

The Vendor offers reduced rates on the "3 hours" or "1 day" Courchevel Valley or Meribel Valley Pass, in the event of bad weather or snow conditions that have a significant impact on ski-lift operating conditions.

In the event of an interruption of more than five (5) consecutive hours AND interruption of over 80% of the lifts to which the ticket gives access, the holder of a Multi-Day pass (2 days or more, not including season passes) may be offered compensation for the loss sustained.

The holder may, upon delivery of supporting documents (invoice or proof of sale and duly completed "Customer Comments" form), be granted:

> either an immediate extension in days,

> or a credit note in euros to be used no later than the end of the second season following that for which the refund is granted and calculated proportionally to the duration of the closing of the lifts,

> or deferred rate compensation set by S3V and calculated proportionally to the duration of the closing of the lifts.

The supporting documents must be produced within two months following the service outage. Compensation shall be made within four months following receipt of the documents.

No refund can be granted before the expiration date of the pass concerned.

NB : Only Passes which were obtained and paid for directly by Clients to the Vendor may result in compensation. In all other cases, the Client must refer to the General Conditions of Sale of the entity from whom the Pass was purchased.

The above provisions do not apply to the season pass which benefits from a very good sliding scale (As well as to the Liberty, 2/7 and Skiflex passes). The vendor cannot in fact guarantee 100% opening of the ski area during all the season taking into account the natural high mountain environment in which the operations of the lifts are located. For any season (Winter or summer or winter+summer), from 65% of opening days, continuous or not without service interruption of more than five (5) consecutive hours AND at interruption of over 80% of the lifts to which the ticket gives access, the vendor's service is deemed acquired.

The calculation of opening days applies from the official opening of the domain concerned until its official closure

If the number of guaranteed opening days is not reached, a prorata temporis refund in relation to the guaranteed minimum of opening days will be applied.

Refund procedures will be put in place once the season is over.

#### 5.4 - Closure of ski lifts by decision of the public authorities due to the Covid19 health crisis

In the event of a health crisis with a decision to administrative closure of the ski lifts, the Customer has the option of requesting, free of charge, the reimbursement of his pass (invoice or proof of sale and duly completed "Customer Comments" form).

The amount of the refund will be calculated in proportion to the days closed by administrative decision during the period of validity of his Pass.

In the case of a "Season" Pass, only the closure of the ski lifts to which the "Season" Pass gives access, not allowing the guaranteed number of opening days defined above to be reached, will result in compensation.

The amount of said compensation will be calculated as follows:

$$D = P \times (\text{number of "guaranteed opening days" - J}) / \text{Number of "guaranteed opening days"}$$

D: compensation

P: Price paid

J: Number of effective opening days for the Season

The reimbursement can only be calculated once the closing date of the Season has been reached, in order to take into account, the hypothesis of a possible reopening of the ski lifts during the Season

#### 5.5 - Illness or accident and other personal event

Tickets shall not be refunded in the event of accident, illness and any other personal reason, regardless of the term of validity of the pass.

Insurance can be taken out to cover this risk and useful information can be obtained from our sales hostess(es).

#### 5.6 - Force majeure

In the event of force majeure, the obligations whose fulfillment has become impossible is suspended as long as this impossibility lasts. Is considered a case of force majeure, any event beyond the control of the vendor, reasonably unforeseeable at the conclusion of the contract, the effects of which cannot be avoided by appropriate measures and which prevents the obligation by the vendor, in accordance with article 1218 of the Civil Code.

Will be considered as force majeure, without the party which is not able to fulfill its obligations having to establish that the event in question has the characteristics defined in the preceding paragraph, events such as, in particular, without this list being exhaustive, war, riots, insurrection, social unrest, strikes of all kinds, certain health crises declared as such. If this obstacle is definitive or if the duration of the event is greater than the duration of the pass, this contract may be terminated on the initiative of either party. The termination cannot give rise to any damages. Anyone who cannot perform due to the occurrence of such a case will not be held responsible. No contractual penalty may be pronounced against him or his liability brought into play.

Furthermore, for any use of the transport ticket before the occurrence of the force majeure event, the customer will be liable for the payments due according to the above-mentioned article 5-3.

#### 6 - Remote sale

Passes bought on-line shall, at the purchaser's choice:

> sent by post to the address given by the customer,

> collected at the Tourist Office of the purchaser's resort (Courchevel/ Courchevel Moriond / Courchevel Village / Le Praz/ La Tania / Méribel-Mottaret).

> collected at automatic kiosks when possible (List indicated during the online sales process)

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

#### 7 - Violation of transport clauses

All Users are obliged to respect the safety regulations relating to ski lift transportation ; notably the police regulations displayed at the ski lift departure points, the accompanying pictograms as well as all instructions given by the Operator's staff, subject to a penalty.

In the event of non-compliance with police regulations or these general terms and conditions of sale and use, the passes may be withdrawn for the purpose of proof.

Depending on the seriousness of the violation committed, it may give rise to the payment of a fixed indemnity increased, where applicable, by the closing costs, or to legal proceedings as well as to the payment of damages.

#### 7.1 - Compliance with health measures and rules in the case of special provisions

In the event of a health emergency (and any subsequent provisions), the vendor may organize special provisions that meet regulatory health requirements and communicate on hygiene and social distancing measures known as "barriers". The customer is required to comply with these regulatory requirements and sanitary measures. Any holder of a lift pass must comply with these regulatory requirements and health measures. In accordance with applicable regulations and unless they are modified, a health pass is required to access the ski lifts for people over 12 years old. In the event of a control and in the absence of a valid health pass, (under the conditions in force on the day of the control), access will be refused. The customer must also comply with the instructions, both written and verbal if necessary (and the pictograms supplementing them if necessary) which will be transmitted to him and provided by the vendor and his staff, both before and during his presence on site and the performance of the service.

When wearing a mask is mandatory in points of sale, queues or on ski lifts in order to slow the spread of a virus, it must have filtration properties according to current regulations (Surgical masks, FFP1, FFP2 and FFP3 masks...)

#### 8 - Automated processing of personal data

##### 8.1 - Organisation of the precession of personal date

S3V engages in the computerized processing of personal data in its sales of passes.

In accordance with the Data Protection Act of 6 January 1978 amended on 7 October 2016 and the General Data Protection Regulations of 25 May 2018, you have the right to access, amend and erase your personal data, to restrict or oppose the processing of said data, a right to withdraw consent and a right to the portability of data. You can exercise your rights by contacting the DPO via e- mail at [dpo@s3v.com](mailto:dpo@s3v.com).

You also have the right to file a complaint with a supervisory authority. Finally, you have the right to determine instructions relating to the fate of your personal data after your death.

##### 8.2 - Sales and distribution / ticketing processing

Personal data collected in the sale of your bundle are collected for the following purposes: to complete the sale and provide after-sales follow-up, invoicing and (where appropriate and with your explicit consent) to send you marketing information on our products and services.

Personal data requested from you, other than those that require your explicit consent, are compulsory: without these data, we will not be able to process your purchase order. Your data will be sent to the Sales department of S3V and held for three years for marketing communications purposes, and ten years for invoicing data.

##### 8.3 - Processing of turnstile data

Ski lift turnstile data are collected and used to manage access to ski lifts, monitor tickets and for statistical purposes. These data are sent to the Operations and Sales departments of S3V and are held for one season, but only detailed information on the last six fares is held for 48 hours. Globalised information for each station and each day can then be used.

These data are anonymised after the end of the season for statistical use.

**8.4 - PhotoCompare control of turnstiles of certain devices**

As indicated in paragraph 3.4 ("Controls"), photographs are taken and stored at turnstiles of some ski lifts. The purpose of these photographs is solely to monitor the use of passes, with the photos sent to the control services of S3V. The use and duration of validity of these passes are explained in paragraph 3.4 ("Controls").

**8.5 - Precessing for a free souvenir photo service**

S3V has set up a **free souvenir photo service** on the Biollay and Combes chairlifts and on the Luge Moriond Racing piste. When you go through the turnstiles, a photograph of the seat of the ski lift or of your sledge is automatically taken. You can collect this photograph at a free terminal when you arrive. Due to data privacy protection concerns, this photograph will be automatically deleted after 30 minutes.

**9 - CO2 information for transport services by lifts**

Pursuant to Article L. 1431-3 of the Code of transport, S3V communicates the following information related to CO2 emission for transport services by lifts:

- CO2 emission for a day ski pass in the 3 Valleys is 366 g equivalent to a road trip by car of 2.6 km.

For further information, please contact the following service: S3V - Service QSE - BP 40-73122 Courchevel Cedex - France.

**10 - Settlement of litigation**

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

Without a satisfactory reply or no reply within a period of at least two (2) months following a written complaint (And within a maximum of one (1) year following a written complaint ), the consumer has the possibility of seizing the Ombudsman of Tourism and Travel whose details and ways of referral can be obtained by consulting his website: [www.mtv.travel](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. In addition, according with the article 14 of Settlement (UE) n°524/2013, the European Commission has set up an online dispute resolution platform, facilitating an independent settlement of online disputes between consumers and professionals in the European Union.

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

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SAEM (semi public limited company) with an Executive Committee & Supervisory Board with share capital of 73 865 940 € | Albertville Trade & Cies Registry n° B 429 852 668

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