

**SPECIFIC TERMS AND CONDITIONS OF
ONLINE SALES OF SKI LIFT PASSES**

Company ADS

Public limited company with capital of €17,756,460.00

Chambéry Company Trade Register (RCS) no.: B 076 520 568

Registered office: Chalet des Villards- Arc 1800 - 73700 Bourg Saint Maurice - France

Intra-community VAT no.: FR 61 076 520 568

Telephone no.: +33(0)4.79.04.24.00

Contact form: link <https://www.lesarcs-peiseyvallandry.ski/fr/contact>

Registered with ORIAS as an intermediary insurance agent under the number 17007384 (www.orias.fr),

Insured for professional liability under the conditions provided by Article L220-1 of the Insurance Code, with Allianz IARD - 1, cours Michelet - CS 30051 - 92076 Paris Defense Cedex, France,

Operator of the ARCS/PEISEY-VALLANDRY ski area,

Hereinafter referred to as the "Operator".

ARTICLE 1. GENERAL SCOPE OF TERMS AND CONDITIONS

The present terms and conditions shall be valid **from 1st October 2019**.

The validation of an order placed online

- Either at <http://www.lesarcs-peiseyvallandry.ski> (hereinafter referred to as "Website"),
- Or through the purchasing/recharging terminals at clients' disposal at certain points of sale,
- Or through the mobile application "Paradiski Yuge",

implies acceptance by the individual (hereinafter referred to as the "Client(s)") of the present Specific Terms and Conditions of Online Sales.

Should any provision herein be found lacking, it shall be considered governed by the current applicable practices in the online sales sector for companies whose registered office is located in France.

The present terms and conditions supplement the General Terms and Conditions of Sale of Ski Lift Passes (CGV) and the General Terms and Conditions of Use of Ski Lift Passes (CGU) posted at all points of sale and available online.

These conditions apply exclusively to natural persons identified as consumers as defined by the preliminary article of the Consumer Code.

All documents of these conditions are made available to Clients, who can download or print them. Legally binding information of the present terms and conditions is presented in French.

ARTICLE 2. DESCRIPTION OF PRODUCTS AND SERVICES OFFERED

Online sales allow Clients:

1. **To purchase or recharge a ski lift pass** (hereinafter referred to as the "Pass") on the free physical medium, called the "ski card", except for the "Senior Pass for Clients aged seventy-five (75) or more". This senior pass may be purchased or recharged solely at physical points of sale of ADS (Bourg Saint Maurice/Les Arcs and-Peisey-Vallandry).

These "hands free" Passes, loaded on a rechargeable ski card, allow the activation of the turnstile terminals to access the ski lifts.

The first purchase of a Pass will be issued on a "ski card" physical medium given to the Client according to one of the delivery options defined in **article 6** below.

To recharge the pass, the Client must already be in possession of a physical "ski card" to benefit from this service.

2. **To purchase or reserve the following activities** (hereinafter referred to as "Activities"):
 - The downhill toboggan run at Arc 1800 (Luge 1800) or at Arc 2000 (Luge 2000)
 - The Fast Track
 - The Aiguille Rouge No-Queue
 - Entry at the swimming pool of Arc 1800, exclusively on the "Paradiski Yuge" application.

The list and the characteristics of the different Passes and Activities offered can be found on the specific price list of each sales channel and available at the latter.

Similarly, purchasing/recharging terminals only allow the purchase or recharge of the Passes and the purchase of Activities, as mentioned on the machines. The "Paradiski Yuge" application allows the Client to recharge certain pre-defined Passes and Activities.

All Passes and Activities remain available at the Operator's physical points of sale, except for the entry to the swimming pool of Arc 1800, sold exclusively by the Operator on the Paradiski Yuge application or on-site by the manager of the aforementioned Activity.

ARTICLE 3. ONLINE ORDER PROCEDURES

The order can only be registered:

1. **In case of an order with a client account** (mandatory for all Pass orders or Paradiski Yuge use), if the Client has clearly identified himself:
 - Either by entering his access code (e-mail address + password), which is strictly personal,
 - Or by completing the online form, allowing the Client to obtain an access code.
2. **In case of an order without creating an account** (only possible with Activities orders), if the Client provides the following information: Title, e-mail address and surname of the Client.
3. **At a purchasing/recharging terminal**, if the Client has provided only his e-mail address (without creating a client account).

In all cases, the Client can verify the order details and total price and correct any possible errors before official validation of the order (Article 1127-2 of the Civil Code).

To finalise the Order, the Client must be aware of the present Terms and Conditions as well as the General Terms and Conditions of Sale of Ski Lift Passes and the General Terms and Conditions of Use of Ski Lift Passes, accept them and proceed with payment according to the procedures described in **Article 4**.

The Operator will confirm the order with the Client through an e-mail. The confirmation e-mail contains a recapitulation of all the products the Client has validated in the order and shall constitute the proof of purchase (hereinafter referred to as the "**Proof of purchase**").

Reminder: In order to benefit from the "loss or theft of Passes" procedure defined in **article 4 of the General Terms and Conditions of Use of Ski Lift Passes**, the Client must imperatively provide the Operator with this Proof of purchase.

Any order implies acceptance of the description of services and tariffs.

- **Regarding the Passes**

Except in cases of online recharging referred to in article 7 or the retrieval of Passes at kiosk machines (see article 6), complete online orders (including payment and photograph) must be done on the Operator's website **no later than the fifteenth day (for foreign orders and French overseas departments and territories) and no later than the seventh day (for mainland France orders) prior to the first day of validity of the Pass** so that the Pass(es) can be delivered to the Client's home address.

If these deadlines are not respected, the Client cannot receive the ordered items at his home address.

However, complete online orders (including payment and photograph) can be finalised on the Operator's website up to **the third day preceding the first day of the Pass validity**.

In this case, the Client must pick up the Pass at an Operator's point of sale (chosen at the time of the order) from the day preceding the first day of its validity, taking into account the opening hours of the point of sale.

- **Regarding the Activities:**

Orders for the Activities may be made online until the day of the Activity, with the exception of the "First Track" Activity. Reservations of the Fast Track Activity are possible until the day before the scheduled date for this Activity.

In addition to the Proof of Purchase defined above, the Client will receive a second e-mail, which includes the QR Code that must be loaded onto his mobile phone or printed out to be able to present it at the reception area of the corresponding Activity.

ARTICLE 4. TARIFFS AND METHODS OF PAYMENT

4.1 Generalities

Prices indicated are inclusive of all taxes and take into account applicable VAT rates on the date the order is placed.

When placing an order online, the Client declares to be the titleholder of official documents justifying the tariff advantages from which the Client may benefit.

For home deliveries, the following **shipping costs are billed to the Client:**

- **Two euros and fifty cents (€2.50) for a shipment to mainland France and/or**
- **Four euros (€4.00) for a shipment to overseas French territories and foreign addresses.**

The price of the online order is due when the order is placed, except if the Client chooses to pay in three interest-free instalments, if the order is made during the indicated period and under the conditions specified in **article 4.2** below. Payments must be made in euros by bank card.

The Website explains that payment by bank card is secured by Lyra Network services (PayZen), which guarantees the confidentiality of payments. The transaction is completed by immediate virtual payment via an electronic payment terminal.

At purchasing/recharging kiosks, payment is carried out by means of an automatic payment terminal.

At no point in time is the Operator aware of the bank card numbers the Client must provide. The Operator is only notified by the bank that a transfer corresponding to the amount of the order has been credited to its account.

4.2. Payment in three interest-free instalments (valid until 30/11/2019) exclusively via the Website

Until 30/11/2019 included and exclusively, the payment in three (3) equal, interest-free instalments by bank card is accessible to any Client (of major age) **for any order of a minimum amount of four hundred euros all taxes included (€ 400.00 inclusive of all taxes).**

The debits from the Client's bank card are distributed according to the date of the order, as indicated in the table below:

| | Automatic payment debit dates |
|------------------------------|--|
| Order date | Order placed on a day (D) and month (M) |
| 1 st payment date | Debited the day of the order |
| 2 nd payment date | Debited the same day (D) the following month (M+1) |
| 3 rd payment date | Debited the same day (D) of month (M+2) |

Example: For an order of a total amount of €600.00 (all taxes included) placed on November 10th, 2019, three (3) automatic payments of €200.00 will be debited: the first on November 10th, 2019, the second on December 10th, 2019 and the third on January 10th, 2020.

In order to benefit from this offer, the Client agrees to provide information regarding his bank card via the Payzen platform (secure website). The Client expressly commits to ensuring that his bank card will remain valid until the last payment debited as described above and ensures that each payment does not exceed the maximum amount authorised by his bank.

All orders placed on or after December 1st, 2019 require immediate payment in full (see provisions of **Article 4.1** above).

ARTICLE 5. ACKNOWLEDGMENT OF ORDER RECEIPT BY OPERATOR

5.1. Immediate payment in full

Orders paid by bank card and confirmed will be the object of authorisation from the client's banking establishment when the order is placed.

If bank authorisation is declined by the Client's bank, the order process will be cancelled.

Once the online order is confirmed by the Client, the Operator will acknowledge receipt of the order by e-mail, which shall constitute the Proof of purchase and includes a recapitulation of the order and the receipt.

5.2. Payment in three (3) interest-free instalments (valid until 30/11/2019) exclusively via the Website

Orders paid by bank card and confirmed will be the object of authorisation on the part of the Client's banking establishment for one-third of the total amount (all taxes included) of the order during the placing of the latter.

If the bank authorisation is declined by the Client's bank for one-third of the total amount of the order, the order process will be cancelled.

Once the order has been completed on the Website and confirmed by the Client, the Operator will acknowledge receipt of the order by e-mail, which shall constitute the confirmation of the order and the Proof of purchase, which includes a recapitulation of the order and the receipt.

Retention of title clause:

In the case of payment in three (3) interest-free instalments, the Pass shall remain the property of the Operator until the full payment of its cost is completed, but the Client shall become liable upon the physical delivery of the Pass.

In the event of an incident involving the second or third instalment, the total amount of the corresponding order will be due immediately. Should the Client fail to pay the corresponding amount, the Operator reserves the right to invoke the retention of title clause (see above) to recover the Pass(es).

ARTICLE 6. DELIVERY OF THE ORDER AND PICK-UP

- Regarding the Passes:

Except in the event of online recharging referred to in **article 7**, the Client having placed an order may choose one of the following:

- Either home delivery to the address indicated by the Client

Except in the event of force majeure, the Operator commits to delivering the Passes by postal mail **two days at the latest before the Passes' first day of validity for mainland France and four days at the latest before the Passes' first day of validity for foreign orders and orders by French overseas departments and territories**, (attested by the postmark date).

- Or picking up the Pass(es) at the Operator's point of sale he has chosen, from the day before the validity of the Pass in question begins, taking into account opening hours.

The Proof of purchase will then be requested by the services of the Operator as well as an official valid identification document. Otherwise, the ordered Passes cannot be issued.

The order will then be given to the Client, subject to the signature by the latter of a receipt.

- Or picking up the Pass(es) at an automated kiosk upon confirmation of the order, taking into account the opening hours of the points of sale that have the machines (see list on the Website), and provided that the Client present the order number or QR Code or the surname associated to the order payment, which is indicated on the Proof of purchase.

- Regarding the Activities:

Once the Proof of purchase has been printed (or the second e-mail indicating the QR Code), the Client must present himself at the reception site at the times mentioned on the aforementioned Proof of purchase, in order to participate in the Activity.

ARTICLE 7. SPECIFIC FEATURES OF ONLINE RECHARGING

The "ski-card" physical medium issued by the Operator can be recharged depending on the Passes offered by the Operator via the website **no later than fifteen (15) minutes before the start of the validity of the selected Pass**. Payment is made remotely by bank card. An acknowledgement of receipt for the order is sent by the Operator to the Client, who shall retain this Proof of purchase, notably in the event of verifications while using the ski lifts.

The Pass will be automatically recharged during the first passage of the Client through the "hands free" access points.

ARTICLE 8. ABSENCE OF RIGHT TO WITHDRAWAL

The sale of Passes is not subject to the application of the right to withdrawal provided for in Articles L221-18 and in accordance with the Consumer Code regarding remote sales.

However, the sale of "Carré Neige" insurance products remains subject to the provisions of the right to withdrawal in case of multi-insurances provided for by the Insurance Code, whose terms can be found in the Special Agreements sections (IPID – Insurance Product Information Document, information notices), available online (www.carreneige.com).

ARTICLE 9. MODIFICATION OF ORDER

The modification of an order cannot be used by the Client to benefit from a promotional offer and/or any price reduction whatsoever.

An order modification request may be sent to the Operator, provided it relates exclusively to a **change in the dates of validity of the Pass and/or a change of the validity date of the reserved Activity (for Activities specifying dates) without a modification in price and for the season in which the Pass(es) in question has/have been ordered.**

No other modification of any nature whatsoever, especially concerning the price, will be accepted by the Operator. As a result, any other request will not be processed.

These requests for a change in dates must be **sent, at the latest, forty-eight (48) hours before the first day of validity of the Pass or Activity in question.**

For this, the Client must send a request for modification to the Operator by postal mail or e-mail to the addresses mentioned in **article 11** below.

The postmark will attest to the date of any request for modification by postal mail.

In case of request for modification by e-mail, the date of sending of the latter will determine the date.

To be eligible, the Client change request must include:

- The number of the corresponding order;
- The postal address of the Client;
- The number(s) of the Pass(es) to be modified.

Regarding the Passes:

The Operator effectuates the modification directly on the dates of validity via its online sales computer system.

The modification of dates of validity then takes place automatically during the first passage of the Client through the "hands-free" access points, at no additional cost.

The Client retains the physical medium of the modified Pass, which can be reused and recharged thereafter.

Regarding the Activities:

The Operator effectuates the modification directly on the dates of validity via its online sales computer system. The first QR Code will be deactivated and replaced by a new QR Code, which will be sent to the client by e-mail, which the Client must present at the reception area of the corresponding Activity.

Reminder: Payment for the Activities cannot be cancelled or reimbursed, except in cases provided for in **article 3.4 of the General Terms and Conditions of Sale of Ski Lift Passes.**

ARTICLE 10. "CARRE NEIGE INTEGRAL" CANCELLATION INSURANCE

The Operator, as an Intermediary Insurance Agent, offers the Client a cancellation insurance contract, underwritten by MUTUAIDE ASSISTANCE, a company governed by the Insurance Code, Public limited company with a capital of €12,558,240.00, Créteil Company Trade Register (RCS) no. 383 974 086, whose head office is registered at 8/14, avenue des Frères Lumière 94368 Bry-sur-Marne Cedex, France.

The management of claims related to insurance coverage is entrusted to GBC MONTAGNE, 298 Avenue du Marechal Leclerc, Bâtiment B Immeuble le Grand Cœur -CS 80023, 73704 BOURG ST MAURICE CEDEX, FRANCE, insurance brokerage company, with a capital of €2,800,000.00 - Chambéry Company Trade Register (RCS) no. 832 805 444, registered with ORIAS (www.orias.fr) under the number 17 007 353.

The subscription of this cancellation insurance contract is only possible via the Website, with the exception of purchasing/recharging kiosks and the "Paradiski Yuge" application.

The contract is subject to the insurance conditions of Mutuaide Assistance. **The insurance covers all of the Passes, except for the Activities, sold separately.**

These conditions can be read and downloaded either directly on the site www.carreneige.com / Nos Offres / Carré Neige Intégral, or from the Carré Neige hypertext link on the Website, which connects the Client to the aforementioned Carré Neige site.

The Operator informs the Client that, in accordance with the provisions of article L112-2-1 of the Insurance Code, the latter has a right to renunciation in case of subscription to an insurance policy reserved remotely for an insurance policy of more than one (1) month (duration recorded from the effective date of the insurance contract until the end of the period covered by the insurance contract).

In addition, and in accordance with the provisions of article L112-10 of the Insurance Code, the Client may also waive the subscription of an insurance policy if the Client justifies benefitting from a previous guarantee for one of the risks covered. The Operator encourages the Client to verify that he is not already the beneficiary of such coverage before subscribing to one of the policies proposed by the Operator. (See further details at www.carreneige.com).

ARTICLE 11. TRACKING THE ORDER

For any additional information, the Operator can be contacted by the Client at:

Phone: +33(0)4.79.04.24.00

Postal address: ADS- Service relation client- Chalet des Villards- Arc 1800-73 700 Bourg Saint Maurice, France

Contact form: link <https://www.lesarcs-peiseyvallandry.ski/fr/contact>

ARTICLE 12. RESPONSIBILITY

The Operator is responsible for proper fulfilment of the obligations inherent in the contract concluded online, whether these obligations are to be fulfilled by the Operator or by other service providers, without prejudice to a right of recourse against them. However, the Operator may waive all or part of its liability, by proving that the non-fulfilment or the improper fulfilment of the contract is/was attributable to the consumer, to unpredictable and insurmountable circumstances, to third parties, or in case of force majeure. (Art L221-15 of the Consumer Code).

ARTICLE 13. TERMINATION FOR DEFAULT OR DELIVERY DELAY

Except in cases of force majeure as defined by Article 1218 of the Civil Code, should the Operator fail to provide the services on the date or within the time limit indicated to the Client or, failing this, at the latest, thirty (30) days after the conclusion of the contract, the Client may terminate the contract, by registered letter with acknowledgment of receipt or in writing on another material format, if, after obliging the Operator, under the same procedures, to provide the services within a reasonable supplementary time, the latter did not respect the time limit(s). The contract shall be deemed terminated upon receipt by the Operator of the letter or writing, informing him of this cancellation, unless the Operator has fulfilled its obligation in the meantime. The Client may immediately terminate the contract if the Operator refuses to provide the services or fails to fulfil its obligation to provide the services on the date or within the time limit indicated to the Client, and if the date or time limit constitutes an essential condition of the contract for the Client, specifically conditions resulting from circumstances involving the conclusion of the contract or following an express request on behalf of the Client prior to entering the contract (Article L216-2 of the Consumer Code).

ARTICLE 14. PROOF, PRESERVATION AND ARCHIVING

The Client's providing the information related to his bank card number online, and, in general, validating the final confirmation of the order placed by the former, constitute valid proof of the entirety of the transaction in accordance with Article 1366 of the Civil Code, along with the requirement of payment. This confirmation qualifies as a signature and declares acceptance of all operations undertaken on the online sales site.

The Client must imperatively retain the order confirmation, which serves as the Proof of purchase. Only this document will be binding in the event of a dispute regarding the terms of the order, notably in the event of verifications during ski lift use or at sites of Activities.

In accordance with Article L213-1 of the Consumer Code, for all online orders amounting to at least €120, the Operator keeps a written record of the Client's order for a period of ten years from the date of execution of the corresponding service, and guarantees the Client access to it at any time during the same period, upon request of the latter.

ARTICLE 15. INTELLECTUAL PROPERTY

All elements of the Website, the "Paradiski Yuge" application and the kiosk machines for purchasing/recharging, which are the property of the Operator, remain the exclusive intellectual property of the latter.

Any reproduction of any element above, including any simple or hypertext link, is strictly forbidden, unless the Client obtains express prior authorisation by the Operator.

ARTICLE 16. PROTECTION OF PERSONAL DATA

For further information about the protection of personal data, please see the "**legal notice**" section of the specific sales channel.

ARTICLE 17. TRANSLATION – APPLICABLE LAW – SETTLEMENT OF DISPUTES

Should the present Specific Terms and Conditions be drawn up in several languages, it is expressly understood that the French version of the present Specific Terms and Conditions shall be the only legally binding version.

As a result, and in the event of difficulties of interpretation/application of any of the provisions of the present Specific Terms and Conditions, the French version should be expressly and exclusively referred to.

The present Specific Terms and Conditions are subject to French law for all interpretation and application.

In accordance with Article L.211-3 of the Consumer Code, in the event of a disagreement regarding validity, interpretation or application of these terms and conditions, the Client has the right to a free recourse to a conventional mediation procedure, or any other alternative means of dispute resolution.

All claims must be addressed according to the conditions defined in **article 4.3 of the General Terms and Conditions of Sale of Ski Lift Passes**. Failing a satisfactory answer or in the case of an absence of response within a delay of a minimum of sixty (60) days following the written claim (and within the maximum period of one (1) year from the written claim), the Client can exercise his right to contact the **Tourism and Travel ombudsman** (MTV Médiation Tourisme Voyage, BP 80303, 75823 Paris Cedex 17, France) according to the conditions stated on the site www.mtv.travel. The decision given by the Tourism and Travel ombudsman is not binding on the parties to the contract.

Furthermore, in accordance with article 14 of the EU Regulation no. 524/2013, the European Commission has set up a Dispute Resolution Platform, facilitating the independent and extra-legal settlement of online disputes between consumers and professionals of the European Union. This platform is accessible at <https://webgate.ec.europa.eu/odr/>.

In the event of a failure to reach an amicable settlement, the Client can pursue legal action either in a jurisdiction territorially competent under the Code of Civil Procedure, or in the jurisdiction of the location where the Client was present at the time of entering the contract or where the injurious event occurred (Article R. 631-3 of the Consumer Code).