

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

**ADS Company**

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

Registered as an intermediary insurance agent /ORIAS no. 17007384

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 La Défense Cedex, France,

Hereinafter referred to as the "Seller".

**ARTICLE 1. GENERAL SCOPE OF TERMS AND CONDITIONS**

The present terms and conditions shall be **valid from April 19<sup>th</sup>, 2022**.

The validation of an order placed online:

- Either at <http://www.lesarcs-peiseyvallandry.ski> (hereinafter referred to as the "Website"),
  - 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 and the General Terms and Conditions of Use 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 these conditions are made available to Clients, who can download and 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 support, 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).

The first purchase of a Pass will be issued on a "ski card" support 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" support 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 Immediate Boarding
- Entry to the swimming pool of Arc 1800
- The Zipline of Arc 2000

The "Paradiski Yuge" application can only be used for recharging certain pre-defined Passes and Activities. The Client must therefore already be in possession of a physical "ski card" support in order to benefit from this service.

**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.**

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

**PLEASE NOTE:** A Proof of Sale is sent by e-mail at the time of the online order confirmation. (Hereinafter referred to as the "Proof of sale").

### ARTICLE 3. ONLINE ORDER PROCEDURES

The order can only be registered:

**1. In the event 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 for Activities orders), if the Client has provided the following information: E-mail address and mobile telephone number.

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 and the General Terms and Conditions of Use, accept them and proceed with payment according to the procedures described in **Article 4**.

The Seller 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 sale**.

All orders imply acceptance of the description of services and prices.

#### **- 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 Seller'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 Seller'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 point of sale's opening hours.

**- Regarding the Activities:**

Orders for Activities may be made online until the day of the Activity, with the exception of the reservations for the "First Track" Activity, possible until the day before the scheduled date for this Activity, and subject to availability.

**In addition to the Proof of sale 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 and enable participation.**

**ARTICLE 4. PRICES AND METHODS OF PAYMENT**

**4.1 Generalities**

Prices indicated are in euros, 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 price advantages from which the Client may benefit.

For home deliveries of the Pass, 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 French overseas departments or territories and/or for 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 accepted by the Seller (in euros or foreign currency under the DCC – Dynamic Currency Conversion - system) and or Connect holiday vouchers, the latter being integrated into the payment system.

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 no point in time is the Seller aware of the bank card numbers the Client must provide. The Seller 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 instalments with no interest fees or four (4) instalments with interest fees: exclusively available via our website.**

The client may pay for their order in three instalments with no interest fee or four instalments with interest fees applied, if the following conditions are met:

1. For a payment in three instalments the order total must be minimum 300€ incl. tax, for a payment in four instalments the order total must be minimum 400€ incl. tax (before the interest fees have been applied)
2. The order total does not exceed 5 000€ incl. tax
3. The order is placed via the website
4. The client pays the entire amount of his or her order using a credit card; issued by a banking institution established in the European Union and with a validity until the last payment instalment.

If the client chooses to pay in 3 instalments, the client will have one third of the total amount debited at the time of the order. One month later the second instalment and an additional third of the total amount will be debited from the credit card provided by the client at the time of the order. The final instalment is debited a month after the second instalment from the same credit card.

If the client chooses to pay in 4 instalments, the total price incl. tax will have an interest fee of 2,27% applied. The client will have one fourth of the total price (incl. interest) debited at the time of the order. One month later the second instalment and an additional fourth of the total amount (incl. interest) will be debited from the credit card provided by the client at the time of the order. One month later the third instalment of the total amount (incl. interest), will be debited from the same credit card. The final instalment is debited a month after the third instalment from the same credit card.

In order to pay in instalments, the client must choose one of these options during the payment process. For payment you will be redirected to the secured payment platform Alma. [SEE THE ALMA PAYMENT TERMS & CONDITIONS.](#)

The Client must ensure that the amount of each instalment does not exceed their monthly credit card limits.

## ARTICLE 5. ACKNOWLEDGMENT OF RECEIVING THE ORDER

### 5.1. Immediate payment in full

Orders paid by bank card and confirmed will be subject to 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 Seller will acknowledge receipt of the order by e-mail, which shall constitute the **Proof of sale** and includes a recapitulation of the order and the receipt.

### 5.2. Payment in three (3) interest-free instalments or four (4) with charge exclusively via the Website)

Orders paid by bank card and confirmed will be subject to authorisation on the part of the Client's banking establishment for one-third of the total amount (all taxes included) of the order when this order is placed.

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

Once the order has been completed on the Website and confirmed by the Client, the Seller will acknowledge receipt of the order by e-mail, which shall constitute the confirmation of the order and the **Proof of sale**, 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 or four (4) with charge, the Pass shall remain the property of the Seller until the full payment of its cost, but the Client shall become liable as soon as he is in physical possession 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 Seller reserves the right to invoke the retention of title clause (see above) to recover the Passes.

## 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 online may choose one of the following options:

- Home delivery to the address indicated by the Client

Except in the case of force majeure, the Seller commits to delivery of the Pass by postal mail, at the latest, **the second day for mainland France and, at the latest, the fourth day for foreign orders and/or French overseas departments and territories, before the first day of the validity of the Pass** (as evidenced by the postmark), or

- Picking up his Pass(es) at a point of sale he has chosen, from the day before the first day of the validity of the Pass, taking into account the points of sale opening hours.

The **Proof of sale** as well as an official valid identification document will then be requested by the services of the Seller. Failing this, the ordered Pass(es) cannot be issued.

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

- Picking up his Pass(es) from an automated kiosk upon confirmation of the order, taking into account the opening hours of the points of sale that feature these machines (see the list on the Website), and provided the Client present the order number or QR Code or the surname associated to the order payment, which is indicated on the **Proof of sale** (except for "Season Passes").

#### **- Regarding the Activities:**

Once the **Proof of sale** has been printed (or the second e-mail indicating the QR Code), the Client must be present at the reception area at the time(s) mentioned on the aforementioned Proof of sale, in order to be able to participate in the Activity.

### **ARTICLE 7. SPECIFIC FEATURES OF ONLINE RECHARGING OF PASSES**

The "ski-card" physical support issued by the Seller can be recharged depending on the Passes offered by the Seller 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 Seller to the Client, who shall retain this **Proof of sale**, 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 turnstiles.

### **ARTICLE 8. ABSENCE OF RIGHT TO WITHDRAWAL**

In accordance with Article L. 221-2, 9° of the Consumer Code, as well as Article L. 221-28, 12° of the Consumer Code, the sale of Passes and/or Activities is not subject to the application of the right to withdrawal provided for in Articles L 221-18 et seq. of the Consumer Code with regard to distance sales.

However, the sale of "Carre@ 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 such as an IPID (Insurance Product Information Document) or information notices available online at ([www.carreneige.com](http://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 reduction whatsoever.

An order modification request can be addressed to the Seller, provided it relates exclusively to a request to **change the dates of validity of the Pass and/or change the validity date of the reserved Activity (for dated Activities) without a modification in price and for the ongoing winter season.**

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

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

To this end, the Client must send a request for modification to the Seller 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 e-mail shall determine the date.

To be eligible, the Client's modification request must include:

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

#### **Regarding the Passes:**

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

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

The Client must retain the physical support of the modified Pass, which can be reused and recharged thereafter.

#### **Regarding the Dated Activities:**

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

**Reminder: Non-dated Activities may be used any time during the ongoing winter season.**

### **ARTICLE 10. CANCELLATION OF ORDER OF PASSES**

Under no circumstances may the Client use the cancellation of an order to benefit from any promotional offer and/or any price reduction whatsoever.

In order to be eligible, the order cancellation request must be unrelated to any Internet promotions and exclusivities and must be made, **at the latest, forty-eight (48) hours before the date of the first day of validity of the corresponding Pass.**

To this end, the Client must send his cancellation request by postal mail to the following address:

Postal address: *ADS- Service relation client- Chalet des Villards- Arc 1800-73700 Bourg Saint Maurice - France*

Or to the following address: [contact.ads@compagniedesalpes.fr](mailto:contact.ads@compagniedesalpes.fr)

The date of the postmark will establish the date of any cancellation request by post.

In the event of a cancellation request by e-mail, the date of sending the e-mail shall determine the date.

To be eligible, the Client's cancellation request must include:

- The number of the corresponding order
- The Client's postal address and
- The number of the rechargeable support of the Pass(es) to be cancelled.

The refund will be made by re-crediting the bank card that was used for the transaction.

**NB: Any refund will be based on the amount in euros of the initial transaction. In the event of a change in the exchange rate between this transaction and the date of refund, the difference shall be payable by the Client.**

The Seller undertakes to refund the Client within thirty (30) days of the cancellation request.

The Pass concerned must not have been used, even partially.

The Client may then retain the support of the cancelled Pass, which may be reused and recharged at a later date.

**In all cases**, the refund will only cover the price of the Pass.

**Reminder: Activities cannot result in cancellation/refunds, except in the cases provided for in Article 3.4 stated in the General Terms and Conditions of Sale.**

## ARTICLE 11. TRACKING THE ORDER

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

*Telephone number: +33 (0)4 79 04 24 00*

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

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

## ARTICLE 12. LIABILITY

### **- Regarding the Passes**

The Seller shall only be liable for an obligation of means for all stages of access to the Online Sales.

The Seller shall not be held liable for any inconvenience or damage inherent in the use of the Internet network, in particular a disruption of service, external intrusion or the presence of computer viruses, and in general for any other event expressly qualified by jurisprudence as a case of force majeure.

The Client declares that he is aware of the nature and limits of the Internet, in particular its technical performance, the response times for consulting, querying or transferring data and the risks associated with the security of communications. (Art L221-2 9° of the Consumer Code).

### **- Regarding the Activities**

The Seller is responsible for the proper fulfilment of the obligations resulting from the contract concluded online, whether these obligations are to be executed by the Seller or by other service providers, without prejudice to its right of recourse against them. However, the Seller may be exempted from all or part of its liability by providing proof that the non-execution or poor execution of the contract is attributable either to the consumer, the unforeseeable and insurmountable act of a third party to the contract, or a case of force majeure. (Art. L221-15 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 Seller 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 Seller, 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 Seller of the letter or writing, informing him of this cancellation, unless the Seller has fulfilled its obligation in the meantime. The Client may immediately terminate the contract if the Seller 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, 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 express acceptance of all operations performed on the online sales site.

**The Client must imperatively retain the order confirmation, which serves as the Proof of sale; Only this document shall 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 the Activities.**

In accordance with Article L213-1 of the Consumer Code, for all online orders equal to or greater than €120, the Seller shall keep 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 the record at any time during the same period, upon simple request by the latter.

#### ARTICLE 15. INTELLECTUAL PROPERTY

All elements of the Website and/or the "Paradiski Yuge" application 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 has obtained express prior authorisation by the Seller.

#### ARTICLE 16. PROTECTION OF PERSONAL DATA

Your data are collected by the Seller, as the data controller, in order to facilitate and process your online purchases, to manage client relations and to send you by e-mail commercial offers relating to the products and services of ADS or, if you have accepted, of its partners.

In accordance with the regulations in force concerning the protection of personal data, you have a right of access to the information concerning yourself, as well as a right of rectification, opposition, limitation of processing and deletion.

You can exercise these rights by contacting ADS:

- Through the contact form accessible on the "Contact" page of this website
- By postal mail to the following address: ADS - Service protection des données personnelles - Chalet des Villards- Arc 1800-73 700 Bourg Saint Maurice, France
- By e-mail to the following address: [ads.privacy@compagniedesalpes.fr](mailto:ads.privacy@compagniedesalpes.fr).

For further information on the protection and processing of your personal data, please consult the "legal notices" section of the relevant sales channel: <https://www.lesarcs-peiseyvallandry.ski/fr/mentions-legales-ads>



**ARTICLE 17. TRANSLATION – APPLICABLE LAW – SETTLEMENT OF DISPUTES**

**Please see Article 4.7 of the General Terms and Conditions of Sale.**