

**GENERAL TERMS AND CONDITIONS OF SALE  
OF WINTER SKI LIFT PASSES AND ACTIVITIES**

**SCV DOMAINE SKIABLE**

Simplified joint stock company with capital of €15,012,460.40

SIREN (French Company Code): 348 799 529 – RCS (Company Trade Register): GAP

Registered office: Place du Téléphérique - Le Serre d'Aigle – Chantemerle- 05330 SAINT-CHAFFREY – FRANCE

Intra-community VAT no.: FR 41 348 799 529

Telephone no.: +33 (0)4 92 25 55 00

E-mail address: [sc.clients@compagniedesalpes.fr](mailto:sc.clients@compagniedesalpes.fr)

Intermediary Insurance Agent/ ORIAS no. 20 000 112

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 general terms and conditions apply to all ski lift Passes (hereinafter referred to as "Pass(es)"), which allow access to the Serre-Chevalier ski area sold by the SCV Domaine Skiable and all the recreational and athletic activities sold by the Seller, other than the sale of Passes (hereinafter referred to as "Activities").

The present general terms and conditions are **applicable from 13 October 2021 and valid exclusively for the winter season.**

These general terms and conditions are supplemented by the General Terms and Conditions of Use of Ski Lift Passes and the Specific Terms and Conditions for Online Sales for purchases via Internet, attached.

The terms and conditions of sale applicable to the summer season are defined in a separate document.

Should any provision herein be found lacking, it shall be considered governed by the current applicable practices in the ski lift/ leisure activities industry and for companies whose registered office is located in France.

**Obtaining a Pass and/or purchasing an Activity implies that the individual (hereinafter referred to as "Client(s)") has full knowledge of and accepts all the present general terms and conditions, without prejudice to common methods of recourse.**

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

The Client acknowledges all responsibility to remain informed on the categories and proposed prices of Passes and, if applicable, Activities, and to select the most suitable option(s). Under no circumstance shall the Seller be held liable for the Client's choice(s).

**Reminder:** These general conditions of sale may be subject to subsequent amendments; the version applicable to the purchase of the Client shall be the version in effect on the day of his purchase.

**ARTICLE 2. GENERAL CONDITIONS OF SALE OF  
PASSES**

**Article 2.1. Description of Passes**

These general conditions apply specifically, without restriction or reservation, to any purchase of Passes sold by SCV Domaine Skiable:

- At its points of sale of the resort
- On automated kiosks available at certain points of sale
- At [www.skipass-serrechevalier.com](http://www.skipass-serrechevalier.com) (hereinafter referred to as the "Website")

Other Passes available for purchase, in accordance with the price charts referred to in **Article 2.4:**

- "Consecutive Days Passes" of a specific dated period.

- "Non-Consecutive Days Passes": Their period of validity is defined on the price charts displayed at points of sale and determined at the time of purchase. At the end of the specified period, if the credit of days has not been completely used, the remaining credit cannot be deferred, refunded or exchanged.
- "Consecutive Hours Passes": The number of hours is deducted, without interruption, in a continuous manner, from the first passage through the first access point of the ski lift. If, when the ski lifts close, the credit of hour(s) has not been completely used, the remaining hour(s) credit or fraction thereof cannot be carried over to a later date, nor refunded or exchanged.

The Seller, in its capacity as an Intermediary Insurance Agent, proposes the purchase of an "Assurance Ski" insurance policy to the Client, in addition to the Pass purchase. This contract is subject to the insurance terms and conditions made available at the points of sale or consultable and downloadable either directly from the website [www.assurance-ski-serrechevalier.fr](http://www.assurance-ski-serrechevalier.fr) or through the hypertext link on the Website.

It is stipulated that "Assurance Ski" insurance may be subscribed to by the Client at the time of purchase of the Pass and at any time during its validity. If the insurance coverage is subscribed to during the period of validity of the Pass, however, it will not be retroactive.

**IMPORTANT:** The issuance of each Pass results in the delivery of a **proof of sale**, which states the ski area and category (adult, child, etc.), the date limit of the validity period, the physical Support number of the **ski pass** and, if applicable, any insurance subscription.

This **proof of sale** must imperatively be kept on the Client, who must be able to present it to the Seller upon demand in case of inspection or specific circumstances (e.g., rescue, loss or theft of Pass, complaint).

## Article 2.2. Support of Passes

The Pass is issued on a physical support (hereinafter referred to as "Support") that contains its number, called a "Support number". The **Pass** is composed of a **support** that is encoded with a **ski pass** and a **proof of sale**.

This rechargeable card encoded with a chip, called the "Card", allows the activation of the turnstiles at access points of the ski lifts.

This Support is delivered free of charge by the Seller when ordering Passes.

No new ski pass can be registered until the pass originally encoded on the support has been completely consumed. Failing this, the initial ski lift pass will be irretrievably cancelled, and the Client cannot claim any compensation whatsoever.

The titleholder of a support does not benefit from any reduction on the price of the ski pass if recharged at points of sale or online.

## Article 2.3. Photograph of the Client

The sale of any type of "season" Pass, as well as the issuance of "complimentary" or "veterans" Passes of a duration of three (3) days or more, requires that the Client submit or take a recent identification photo, showing the frontal view of the Client's face, with neither sunglasses nor head covering.

This photo will be kept by the Seller in the computer ticketing system to facilitate any possible recharging or reissuing of the Pass, if the Client has granted consent (see "Protection of Personal Data").

## Article 2.4. Prices

The public prices for ski lift passes and "Assurance Ski" insurance are posted at the Seller's points of sale and on the Website. Price charts are also available at the points of sale and Offices of Tourism. These prices are expressed in Euros per person and include all taxes; they are established based on the taxes in force and are subject to any modifications in tax rates that may occur.

Discounted or free products are offered to various categories of persons according to the conditions posted at points of sale or on the website. These discounted or free products are issued upon presentation of official ID documents at the time of purchase to justify the special rate. No photocopies of identification documents will be accepted. No discounts or free products shall be granted after purchase.

All reductions will be applied based on the "adult solo or individual price" and cannot be combined with any other offer or promotion in progress.

Moreover, certain offers or promotions may be exclusively available or reserved for specific sales channels (the Website, for example).

In all cases, the age of the Client shall be determined by his age on the day of the beginning of validity of the Pass to be issued.

## Article 2.5. Modalities of use of automated machines

Automated machines, also called self-service kiosks, allow for the purchasing and/or recharging of only the Passes mentioned on the machines and are made available to Clients at certain points of sale.

Payment can only be made by bank card via an automatic payment terminal.

Only certain Passes without photographs and purchased at the public rate can be issued by these automated machines.

## Article 2.6. Interruption of ski lift operation

### 2.6.1. If the Client chooses a “1 day” or “3 hours” Pass

The Seller offers discounted rates on the “1 day” or “3 hours” Pass in the event of bad weather or snow conditions that have a significant impact on ski-lift operating conditions. (See conditions at a point of sale).

### 2.6.2. If the Client chooses a 2 to 15 days Pass (not including “season” passes and non-consecutive days Passes)

Only in the case of an **interruption of at least one day AND an interruption of more than seventy-five percent (75%) of the ski lifts** to which the Pass provides access will the Seller consider compensation for damage incurred by the Client, titleholder of a 2 to 15 days Pass (not including “season” passes and non-consecutive days Passes).

In this case, the Client can submit a compensation request at <https://www.ticketoski.fr/fr/serre-chevalier>.

Once the qualifying factors outlined in paragraph one of this section have been established, compensation is determined according to the number of days during which the Client could not use his Pass due to the interruption of service. The last day taken into consideration in all cases is the expiration day of the validity of the Pass concerned.

The Client may choose compensation among the options listed below (this choice is irrevocable and cannot be called into question for any reason whatsoever):

1. **An extension** of the period of validity of the Pass concerned by issuing a new Pass, of the same type and of a duration equal to the

number of compensable days as defined above (which shall begin on the day after expiration of the initial Pass, or from the first day of the resumption of service, if later than that date).

2. Receipt of a **credit voucher**, which must be used before the end of the winter season following the ongoing Season (S+1). The amount of credit is defined by the calculation below in point 3.
3. **A refund**, calculated pro-rata, based on the number of days the ski lifts were interrupted.

For example, in the case of an interruption of more than 75% of the ski lifts as indicated above for a period of three (3) days, the Client, titleholder of a Six (6) days Pass will be reimbursed 3/6<sup>ths</sup> of the purchase price of his Pass.

The Client cannot claim any sum or benefit exceeding the chosen compensation.

The compensation request, accompanied by the relevant documents (the original or scan of the Pass and proof of sale), must be provided or sent to the Seller, in compliance with the procedure defined in **Article 4.2** below.

The compensation shall be paid no later than two (2) months following the receipt of all documents relating to the compensation request.

**NB: Only Passes which were obtained from and paid for directly by Clients to the Seller may result in compensation.** In all other cases, the Client must refer to the general conditions of sale of the entity that sold him the Pass.

## Article 2.7. Non-usage or partial usage of Passes

In all cases where the Passes issued are unused or not fully consumed, except for the possibilities referred to in **Article 2.6**, the Passes can be neither refunded nor exchanged.

The Client may subscribe to specific insurance which covers this type of risk and may also cover rescue fees in the event of an accident on the ski slopes or ski lifts. All related information is available at points of sale.

## ARTICLE 3. GENERAL CONDITIONS OF SALE OF ACTIVITIES

### Article 3.1. Description of Activities and points of sale

These general conditions apply specifically, without restriction or reservation, to any purchase of Activities sold by SCV Domaine Skiable, namely:

- **The "Deval'Bob" Activity**, consisting of a fun downhill run of 4km and 573m of vertical drop on a sledge, from the top of the Aravet cable car to the bottom of the slopes. It includes the disposition of equipment, including the obligatory helmet. Minimum age: 12 years old. One person per toboggan.

- **The "Giant Zipline" Activity**, located between the summit of Serre Chevalier (altitude: 2491m) and the Grand Alpe (altitude: 2193m). It consists of a ride of 1.1 km with 300m of vertical drop, at a speed of nearly 100km/h. It begins at the top of the Serre Chevalier cable car and ends at the Grand Serre chairlift departure area. It includes the disposition of equipment, including the obligatory helmet. There are two lines, each supporting a maximum of 2 people, whose combined weight must be between 25 and 120 kg per line (with a maximum difference of 40 kg between the two people if the activity is done in pairs).

- **The "Mountain Kart" Activity**, consisting of a fun downhill ride on a three-wheeled "mountain kart" and including the rental of a helmet. Wearing a helmet is obligatory and the minimum height required is 1.35 metres. This activity takes place on a track located between the summit of Serre Chevalier (altitude: 2491m) and the Grand Alpe (altitude: 2193m).

**NB: All Activities must be booked in advance. Reservations can be made up to the day of the activity, subject to availability.**

All Activities require the possession of a valid Pass, allowing access to the ski lifts related to the mentioned Activities.

All Activities are sold at the physical points of sale referred to in **Article 2.1** as well as on the Website., where the main characteristics of the Activities are presented and/or displayed.

Each purchase of an Activity will result in the issuance of a **proof of sale**.

It is specified that the Seller sells the Activities either individually or in the form of packs, allowing to combine two activities of the Client's choice.

**NB: For all Activities, minors must be placed under the responsibility of their parents or the persons to whom they have been entrusted.**

### **Article 3.2. Support**

Once the Activity has been purchased (at a physical point of sale or on the Website), the Client receives a **QR Code** by e-mail. The Client must present it at the start of the Activity, on the Client's smartphone or on paper, at the date and time of the reservation. All Activities are dated.

In addition, the Client must be in the possession of a Support as defined in **Article 2.2**, allowing access to the ski lifts proposing the Activities.

### **Article 3.3. Prices**

The Activities proposed by the Seller are provided at the prices in force on the price charts available at points of sale of the Seller. The prices are expressed in euros, inclusive of all taxes (TTC).

These prices are definitive and non-amendable during their period of validity, but the Seller reserves the right, outside this period of validity, to modify prices at any time.

### **Article 3.4. Non-usage or partial usage of Activities**

Activities can only be refunded if the Seller cancels the Activity.

In this case, if the Seller is unable to reschedule the Activity during the Clients' stay, the Clients may obtain a refund of the Activity.

Refunds will be made within two (2) months of receipt of the documents relating to the refund request (proof of Sale and/or order summary).

It is specified that no compensation will be possible for a Client of the Activity who does not present himself on the date indicated in the order confirmation.

## **ARTICLE 4. COMMON PROVISIONS**

### **Article 4.1. Payment methods**

Any issuance of a Pass or access to an Activity results in payment of the corresponding fee.

These payments are to be made in euros either by cheque drawn on a bank account opened in France,

made payable to the Seller, or in cash within the regulatory limits (see articles L112-6 and D112-3 of the Monetary and Financial Code), or by ANCV holiday vouchers.

For all payments by cheque, the presentation of a valid identity document in the name of the cheque book holder is required.

Payments can also be made in euros or foreign currency (DCC – Dynamic Currency Conversion - system) by a bank card accepted by the Seller.

#### **Article 4.2. Complaints**

All complaints must be addressed to the Seller within a period of two (2) months following the beginning of the occurrence that prompted the complaint, without prejudice to recourse and statutory time limits to pursue mediation and/or legal action as defined in **Article 4.5**.

All claims must be sent to the following address:

*SCV DOMAINE SKIABLE – Place du Téléphérique - Le Serre d'Aigle – Chantemerle – 05330 SAINT CHAFFREY – FRANCE or the internet address <https://www.ticketoski.fr/fr/serre-chevalier>.*

#### **Article 4.3. Intellectual property**

The Client acquires no ownership or user rights and is prohibited from using the names, signs, symbols, logos, brands, copyright or other literary, artistic or industrial property rights of the Seller.

#### **Article 4.4. Protection of personal data**

Personal data collected during the sale of the Passes and/or the Activities are processed with the purpose of:

- Processing the order. Such processing is necessary to execute the sales contract that the Client concludes with the Seller
- Sending the Client promotional offers, newsletters, invitations to participate in games or contests and satisfaction surveys. Messages sent by the Seller are based on the legitimate interest of the latter to develop its activities; messages sent by the Office of Tourism of Serre Chevalier or by commercial partners of the Seller and its affiliated companies (Groupe Compagnie des Alpes) process the data based on the Client's consent.

- Responding to inquiries, comments and complaints filed by the Client. This usage is based on the Client's consent.

Providing all the data requested by the Seller for the purchase of the Passes and/or the Activities is mandatory. Providing other information is optional.

The data processing operations are carried out under the responsibility of the Seller, represented by Mr Patrick Arnaud, in his capacity as General Director, and whose contact details are indicated in the header of these General Terms and Conditions of Sale.

The collected data are intended for:

- The Seller
- All providers whose involvement is required for carrying out the processing mentioned above
- The Serre Chevalier Office of Tourism, commercial partners of the Seller and affiliated companies (Groupe Compagnie des Alpes), if the Client has granted consent.

The collected data may be transferred to a non-member country of the European Union. The Client can obtain additional information on the sharing of data and applicable guarantees from the Seller.

The data are kept for the following periods of time:

- Data collected to process orders for products and services:

- o If the order was placed at a cash register, for five years from the time of the data collection
- o If the order was placed online, for five years from the time of the data collection if the amount of the order is inferior to €120; for ten years if the amount of the order is equal to or greater than €120.

By exception, the number and expiration date of the Client's bank card are kept on file in all cases, for 15 months after the last debit date for evidence purposes in the event of a dispute regarding the transaction carried out remotely. The cryptogram is not retained after the transaction. However, exceptionally, the number and expiration date of the Client's Bank card are kept for 3 years from the date of collection in order to facilitate subsequent purchases from one season to another, if the Client has previously granted consent. Also by exception, photographs that are necessary for the purchase of a Pass

that requires a photograph are kept for three years from the date of collection, to facilitate the reissuance of the Pass from one season to another, provided the Client has given prior consent.

- Data collected to send the Client newsletters, satisfaction surveys and promotional offers are kept for three years from the time of collection. At the end of this period, the data are retained for a further period of three years if the Client agrees to continue to receive newsletters, satisfaction surveys and promotional offers from the Seller.
- Data collected to respond to requests for information, comments and complaints sent by the Client are kept during the time necessary to process these requests, comments and complaints.

In order to preserve the confidentiality and security of personal data and in particular to protect such data from unlawful or accidental destruction, accidental loss, accidental alteration, unauthorised disclosure or unauthorised access, the Seller has implemented appropriate technical and organisational measures, in accordance with applicable legal provisions. To this end, it has put in place technical measures (such as firewalls) and organisational measures (such as a username/password system, physical means of protection, etc.).

The Client reserves the right to access the data concerning himself, to have the data rectified or deleted, to transfer the data or have it transferred to a third party, to impose a limitation of its usage or refuse its usage.

The Seller shall consent to this request, subject to compliance with legal obligations incumbent upon it. The Client reserves the right to withdraw his consent regarding data processing concerning himself at any time. The withdrawal of his consent does not affect the lawfulness of the processing carried out prior to such withdrawal.

The Client can exercise these rights by contacting the Data Protection Officer designated by the Seller:

- By postal mail sent to the following address: *SCV Domaine Skiable – D.P.O – Place du Téléphérique, le Serre d'Aigle – 05330 SAINT CHAFFREY– FRANCE* or
- By sending an email to the following address: [scv.dpo@compagniedesalpes.fr](mailto:scv.dpo@compagniedesalpes.fr)

In the interest of confidentiality and protection of personal data, the Seller reserves the right to ask the

Client for an official identity document before responding to his request. The Seller may therefore ask the Client to provide a copy of the identity document mentioning his date and place of birth and bearing his signature.

Finally, the Client reserves the right to file a complaint with the CNIL if he believes that his rights are not being respected. The contact details of the CNIL are as follows Commission Nationale de l'Informatique et des Libertés, 3 place de Fontenoy, TSA 80715, 75334 Paris Cedex 07, France - Tel: +33 (0)1 53 73 22 22 - Fax: +33 (0)1 53 73 22 00 - Website: <https://www.cnil.fr/fr/plaintes>.

Pursuant to Article 147 of Decree No. 2019-536 of 29 May 2019, the Client may receive the information presented above in physical written form, upon simple oral or written request made to the aforementioned department.

Lastly, the Client may register free of charge on the opposition list for telephone canvassing in order to no longer be canvassed by telephone by a professional with whom he has no current contractual relationship, in accordance with Article L. 223-2 of the Consumer Code. (<http://www.bloctel.gouv.fr>).

#### **Article 4.5. Translation – Applicable Law – Settlement of Disputes**

In the event that the present general terms and conditions are drawn up in several languages, it is expressly understood that the French version of the present general terms and conditions is the only legally binding version. Consequently, it is expressly and exclusively the French version that should be referred to in the event of difficulty in the interpretation or application of any of the provisions of these general conditions.

The present general terms and conditions are subject to French law for their interpretation and their implementation.

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

All complaints must be filed according to the conditions detailed in **Article 4.2** above.

Failing a satisfactory answer or in the case of an absence of response within a period of a minimum of sixty (60) days following this written complaint (and within a maximum period of one (1) year from this written complaint), the Client has the right to a process of mediation, through the **Tourism and Travel Mediator** (MTV Médiation Tourisme Voyage, BP 80303, 75823 Paris Cedex 17, France) according to the conditions detailed on the website [www.mtv.travel/](http://www.mtv.travel/).

The opinion pronounced by the mediator is not binding on the parties to the contract.

In addition, in accordance with Article 14 of Regulation (EU) No. 524/2013, the European Commission has made available an Online Dispute Resolution platform, facilitating independent settlement through extra-legal means of online disputes between consumers and professionals of the European Union.

This platform can be accessed at the following link: <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 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).

**GENERAL TERMS AND CONDITIONS OF USE  
OF WINTER SKI LIFT PASSES AND ACTIVITIES**

**SCV Domaine Skiable**

Simplified joint stock company with capital of €15,012,460.40

SIREN (French Company Code) no.: 348 799 529 - RCS (Company Trade Register): GAP

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Hereinafter referred to as the "Operator".

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

The present general terms and conditions apply to all ski lift Passes (hereinafter referred to as "Pass(es)") which allow access to the ski area of Serre-Chevalier sold by the SCV Domaine Skiable and all recreational and athletic activities sold by the Seller other than the sale of Passes (hereinafter referred to as "Activities").

The present general terms and conditions shall be **applicable from 13 October 2021 and valid only for the winter season.**

The general terms and conditions of use valid for the summer season are defined in a separate document.

The present general conditions are supplemented by the General Terms and Conditions of Sale of the entity that concluded the sale of the Pass to the User.

Should any provision herein be found lacking, it shall be considered governed by the current practices in force in the ski lift/ leisure activities industry and for companies whose registered office is located in France.

**The acquisition of a Pass and/or the purchase of an Activity implies that the individual (hereinafter referred to as "User") has full knowledge of and accepts all the present general terms and conditions, without prejudice to common forms of legal recourse.**

**IMPORTANT:**

**The User must imperatively retain:**

- The **proof of sale** issued upon its purchase from the Operator.

This proof of sale mentions the ski area, category (adult, child, etc.), the date limit of its validity period, the support number of the ski pass and, if applicable, any insurance subscription.

- The **"Support number"** inscribed on the physical support of the Pass, if purchased from a Distributor.

These justifying elements will be requested in the event of an inspection by the Operator, as well as to support any request (e.g., rescue, loss or theft of Pass, complaint) by the Operator.

**All Passes are strictly personal, non-lendable and non-transferable, excluding "3-hour" Passes (not including "3-Hour" Passes that benefit from a reduction or are issued to the titleholder free of charge).**

The User is therefore responsible for retaining his Pass to ensure it cannot be used by a third party.

**ARTICLE 2. INSPECTION OF PASSES AND  
ACCESS TO ACTIVITIES**

**REGARDING THE PASSES**

Each Pass, issued on a numbered support, shall be used for a predetermined validity period and age category. The information on the support regarding the validity of the Pass has no contractual value. Only the information contained on the electronic chip of the support shall be binding.



All Passes allow free usage of the ski lifts in the authorised ski area during the validity period issued, without any priority whatsoever.

The validity area of the Pass is defined on the piste map for the ongoing winter season and during the ski lift opening hours, as displayed at the Operator's points of sale and/or at the ski lift departure area, **subject to meteorological and snow conditions.**

The Pass (accompanied by a **proof of sale**) must be kept on the User during all transport via ski lift, from departures through arrivals, to enable detection by the automatic verification system or presentation upon request to any Inspector, duly appointed by the Operator.

Should a sworn inspector assert the User's absence of a Pass, the usage of an invalid Pass or a User disregarding the policy regulations displayed at ski lift departure points, this offender can regularise the situation through an immediate transaction of payment of a lump sum in addition to any applicable fees of the ski pass.

Payment of this lump sum can equal up to **five (5) times the value of the day ski pass, in accordance with applicable regulations** (Articles L342-15, R342-19 and R342-20 of the Code of Tourism and Articles 529-3 et al. of the Code of Criminal Procedure).

These sworn inspectors can demand the presentation of documents justifying the special rate granted to the User Pass-holder in case of a reduced price or a free Pass.

If the offender is unable or unwilling to pay the sum immediately required and thus refuses the proposed transaction, a report of the offense will be established by the sworn inspector. In the absence of immediate payment, the inspectors have the right to verify the offender's identity and address.

If the offender refuses or is unable to justify his identity, the sworn inspector shall immediately report the fact to any judiciary police officer of the national police or national gendarmerie of the appropriate jurisdiction, who may then order the offender to present himself immediately.

The procedure described in the preceding paragraph shall be terminated immediately if the offender proceeds to pay all the required fees related to the transaction. A lump sum receipt will then be issued.

The offender has a limited time, as provided by law:

- To pay the amount of the transaction which includes:
  - o Any amount due for the ski Pass
  - o The lump sum payment
  - o The administrative fees, in accordance with the provisions of article 529-4 of the Code of Criminal Procedure
- Or to address a letter of contestation to the Operator.

If the payment is not completed within the legal deadline and a contestation is not filed, the offender is subject to criminal prosecution in accordance with the provisions of Article 529-5 of the Code of Criminal Procedure.

Finally, the fraudulent use of a Pass (a pass that is expired, falsified, counterfeit or a non-transferable pass used by a third party...) shall result in its immediate withdrawal and, if necessary, the filing of legal proceedings.

### **REGARDING THE ACTIVITIES**

**Access to an Activity is contingent upon the presentation** of the QR Code sent by e-mail at the time of the Client's purchase (on paper or on the Client's smartphone) at the start of the Activity, on the date and time of the reservation.

**Failing this, access will be refused, without any possible recourse by the User against the Operator.**

### **ARTICLE 3. DEFECTIVENESS OF SUPPORT OF PASSES**

User instructions: To facilitate the transmission of information encoded while passing through verification terminals, the Pass must be worn on the left side and, preferably, separate from a mobile phone, keys and any item made wholly or partially of aluminium.

The support must not be bent, torn, or placed near a heat source.

Should the support fail to function or prove technically defective, the Operator, at its cost, will proceed to replace the support, from the date of its return to one of the Operator's points of sale.

However, and if after verification, the defectiveness of the support is attributable to the User (e.g., failure

to comply with the user instructions), the Operator will invoice the User for the processing costs provided for in **Article 4**.

## ARTICLE 4. LOSS OR THEFT OF SUPPORT

### **FOR THE ACTIVITIES**

No duplicate can be issued if the QR CODE associated with the Activities is lost or stolen.

**NB: The QR Code implies that only one person is allowed access during the inspection process.** The first person to present the code is therefore presumed to be the sole legitimate bearer and will be the only one allowed to access the Activity, without any possible recourse by the User against the Operator.

### **FOR THE PASSES**

In case of loss or theft of a Pass with a residual duration of more than three (3) hours, the User may obtain the issuance of a duplicate from the Operator, subject to the following conditions:

#### **Declaration of loss and information to provide:**

##### **Case no. 1 For a User having obtained and paid for his Pass directly from the Operator:**

The User must provide the **proof of sale** (receipt given by the Operator at the time of picking up the Pass on-site, or a copy of the order confirmation if paid for online), to justify the request for a duplicate.

##### **Case no. 2 For a User having obtained his Pass from a distributor (i.e., accommodations agency, tour operator):**

The User must provide the Operator with the **support number** inscribed on the support of the Pass.

This User, having no proof of sale issued by the Operator, must imperatively record and keep this number upon the issuance of the Pass by the distributor.

The User must then declare the loss at one of the Operator's points of sale, indicating the following information:

- **Support number**
- **Acquisition date**
- **Method of payment**
- **Dates and duration of validity of the lost or stolen Pass.**

#### **4.1. Processing fee**

To obtain a duplicate, the User must also pay a **processing fee** at the fixed rate of ten euros including all taxes (€10.00, all taxes included).

#### **4.2. Issuing a duplicate**

- Any Pass declared by the User as lost or stolen to the Operator will be deactivated by the latter and no longer allow access to the ski area.
- Subject to verifications of use, the same day the declaration of loss/theft is submitted to a point of sale of the Operator before the closing time of the latter, the User may retrieve a duplicate (valid for the residual time of the Pass) from this point of sale.

**PLEASE NOTE:** A duplicate cannot be issued for:

- Any Pass with a residual duration of less than or equal to three (3) hours declared lost or stolen
- Any Pass for which the User cannot provide the information required for duplicate issuance, and, in such a case, the User cannot take any legal recourse against the Operator.

## ARTICLE 5. RESPECTING SAFETY REGULATIONS

All Users are obliged to respect the safety rules relating to ski lift transport, notably the policy 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.

The same applies to the municipal decree relating to safety on ski slopes and the User is recommended to familiarise himself with the "10 rules of good conduct for ski slope users" published by the International Ski Federation (FIS).

The User and/or those accompanying him must be aware of the conditions of access (e.g., minimum age and/or height) and the safety rules relating to the Activities (e.g., municipal by-law, regulations), which are displayed at the points of sale and/or at the departure of the Activities and/or on the Website, in order to assess their aptitude to participate in the Activities.

The User is required to comply with the above conditions and rules, any pictograms that supplement them, as well as any safety instructions given by the Operator's staff, under penalty of refusal of access and/or sanction.

**NB: Minors must be placed under the responsibility of their parents or the persons to whom they have been entrusted.**

#### **ARTICLE 6. RESPECTING HEALTH PROTOCOLS AND REGULATIONS**

Within the context of current legislation and regulations in face of the Covid-19 epidemic, the Operator has put into place specific provisions that meet regulatory health standards and communicates information on hygiene and social distancing practices, known as "Protective Measures".

The User is required to comply with these regulatory rules and health measures.

As such, the User undertakes in particular to comply with the instructions, written and/or verbal (and any pictograms supplementing them, where applicable), which will be transmitted to him and communicated by the Operator and its staff, before the purchase of his Pass(es) and/or Activity (Activities), during his presence in the Serre Chevalier ski area, until the full completion of the service.

#### **ARTICLE 7. PROTECTION OF PERSONAL DATA**

##### **User transport:**

Personal data collected for User transport are subject to processing, for the purpose of:

- Allowing Users to access the ski-lifts. This processing is necessary for the execution of the contract of transport to which the User is a party:
- Verifying the Passes and/or access to the Activities. This processing is based on the legitimate interest of the Operator to fight fraud.

The data collected are intended for the Operator and all service providers whose intervention is necessary to carry out the processing mentioned above.

The data collected are kept for the duration of validity of the Pass and/or the Activity.

##### **Inspection of Passes:**

The personal data collected by the sworn Inspectors during Pass verifications are the subject of processing whose purpose is to:

- Verify that the User is the titleholder of a valid Pass
- In the absence of a valid Pass, establish an infraction report, obtain payment of the lump-sum indemnity due for the offence (if necessary, in the context of legal action) and determine whether the repeated offense, punishable by Article L. 2242-6 of the Transport Code, is constituted.

The processing is based on the legitimate interest of the Operator to fight fraud.

Providing all the information collected by the Operator for the treatment operations mentioned above is mandatory.

The data collected are intended for the Operator and, where appropriate, exclusively prosecution authorities.

They are kept until payment of the lump sum indemnity is completed. In the absence of payment, and therefore in the event of legal proceedings, the data are kept for 12 months following the establishment of the offense report or until the date on which the conviction becomes final, should this date occur later.

##### **Rescue operations:**

The personal data collected on the rescue file during the intervention of the first-aid ski patrol for a User are subject to processing intended for the administrative follow-up of the accident, the invoicing of any expenses of assistance and the handling of any dispute that may arise.

This data processing is based on the legitimate interest of the relevant municipality or municipalities, which authorised the Operator to implement a rescue patrol covering the ski area and to recover the related costs.

The data collected are intended for the Operator and the public authority responsible for invoicing and collecting emergency costs, the Gendarmerie (in the context of an investigation following an accident), the respective insurers of the Operator and the User, and health services providing care to the User.

The data collected are kept for the time necessary to complete the above-mentioned purposes.

**Common provisions:**

All the data processing operations mentioned above are carried out under the responsibility of the Operator, represented by Mr Patrick Arnaud, in his capacity as General Director and whose contact details are indicated in the header of these General Terms and Conditions of Use.

All the data may be transferred to a non-member country of the European Union. The User can obtain additional information on the sharing of data and applicable guarantees from the Operator.

In order to preserve the confidentiality and security of personal data and in particular to protect such data from unlawful or accidental destruction, accidental loss, accidental alteration, unauthorised disclosure or unauthorised access, the Operator implements appropriate technical and organisational measures, in accordance with applicable legal provisions. To this end, it has put in place technical measures (such as firewalls) and organisational measures (such as an identification/password system, physical means of protection, etc.).

The User reserves the right to access the data concerning himself and to have the data rectified or deleted, to transfer the data or have them transferred to a third party, to impose a limitation of their usage or refuse their usage. The Operator shall comply with this request, subject to adherence to legal obligations incumbent upon it.

The User may exercise these rights by contacting the Data Protection Officer designated by the Operator:

- By postal letter sent to the following address: SCV Domaine Skiable – D.P.O – Place du Téléphérique, le Serre d'Aigle – 05330 SAINT CHAFFREY – FRANCE, or
- By sending an email to the following address: [scv.dpo@compagniedesalpes.fr](mailto:scv.dpo@compagniedesalpes.fr)

For the sake of confidentiality and the protection of personal data, the Operator reserves the right to ask the User for proof of identity before responding to his request. The latter may therefore be asked to produce a copy of a valid identity document mentioning his date and place of birth and bearing his signature.

Finally, the User has the right to file a complaint with the CNIL, if the User considers that his rights have been breached. Contact information of the CNIL: Commission Nationale de l'Informatique et des Libertés, 3 place de Fontenoy, TSA 80715, 75334 Paris Cedex 07, France – Tel.: +33 (0)1 53 73 22 22 – Fax: +33 (0)1 53 73 22 00 – Website: <https://www.cnil.fr/fr/plaintes>.

In application of Article 147 of Decree no. 2019-536 of 29 May 2019, the User can receive the information presented above in physical written form, upon simple verbal or written request addressed to the aforementioned service.

**ARTICLE 8. CO<sup>2</sup>e REPORTING FOR TRANSPORT SERVICES**

In application of Article L 1431-3 and D1431-1 to 1431-23 of the Transport Code, the Operator shall provide notification of the following CO<sup>2</sup>e information regarding transport service via ski lifts:

The CO<sup>2</sup>e transport for a Serre Chevalier 1-day Pass is 62 g CO<sup>2</sup>e, equivalent to a car route of 0.44 km.

The CO<sup>2</sup>e transport for a Serre Chevalier Pedestrian Pass is 12.99 g CO<sup>2</sup>e, equivalent to a car route of 0.09 km.

The CO<sup>2</sup>e transport for a Passage ("RM") is 6 g CO<sup>2</sup>e, equivalent to a car route of 0.04 km.

Method of calculation: 6g CO<sup>2</sup>e / kwh / 100% renewable energy / diesel fuel car 140 g/km (class C, current average).

For further information, please address any questions to:

*SCV DOMAINE SKIABLE- Service Gestion des Risques et Développement Durable - Place du TELEPHERIQUE - Le Serre d'Aigle – Chantemerle - 05330 SAINT CHAFFREY- FRANCE*

**ARTICLE 9. TRANSLATION – APPLICABLE LAW – SETTLEMENT OF DISPUTES**

Should the present general terms and conditions be drawn up in several languages, it is expressly understood that the French version of the present general terms and conditions shall be the only legally binding version. As a result, the French version shall be expressly and exclusively referred to in the event of difficulties of interpretation/application of any of the

provisions of the present general terms and conditions.

The present 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 dispute regarding the validity, interpretation or application of these terms and conditions, the User has the right to free recourse to a conventional mediation procedure or any other alternative means of dispute resolution.

All complaints must be addressed to:

*SCV DOMAINE SKIABLE - Place du Téléphérique - Le Serre d'Aigle – Chantemerle- 05330 SAINT-CHAFFREY – FRANCE* or via the internet at the address <https://www.ticketoski.fr/fr/serre-chevalier>.

Failing a satisfactory answer or in the case of an absence of response within a period of a minimum of sixty (60) days following this written complaint (and within a maximum period of one (1) year from this written complaint), the User is informed of his right to a process of mediation by the **Tourism and Travel Mediator** according to the conditions detailed on the website [www.mtv.travel/](http://www.mtv.travel/).

The opinion pronounced by the Tourism and Travel Mediator is not binding on the parties to the contract.

In addition, in accordance with Article 14 of the UE Regulation No. 524/2013, the European Commission has made available an Online Dispute Resolution platform, facilitating independent settlement through extra-legal means of online disputes between consumers and professionals of the European Union.

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

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

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

**SCV Domaine Skiable**

Simplified Joint Stock company with capital of €15,012,460.40

SIREN (French Company Code): 348 799 529 – RCS (Company Trade Register): GAP

Registered office: Place du Téléphérique - Le Serre d'Aigle – Chantemerle- 05330 SAINT-CHAFFREY – FRANCE

Intra-community VAT no.: FR 41 348 799 529

Telephone no.: +33(0)4 92 25 55 00

Fax no.: +33(0)4 92 24 72 02

E-mail address: [sc.clients@compagniedesalpes.fr](mailto:sc.clients@compagniedesalpes.fr)

Intermediary Insurance Agent/ORIAS no. 20 002 112

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. SCOPE OF TERMS AND  
CONDITIONS**

The present terms and conditions shall be valid **from 13 October 2021**.

The validation of an order placed online at [www.skipass-serrechevalier.com](http://www.skipass-serrechevalier.com) (hereinafter referred to as the "Website") implies acceptance by the individual(s) (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 "General Terms and Conditions of Use of Ski Lift Passes and Activities" (hereinafter referred to as "Pass(es)" and the "Activity" or "Activities") 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. PRODUCTS OFFERED**

Online sales allow Clients:

**1. Regarding the Passes:**

To register or recharge a ski pass on the physical, support, the "Card", excluding "Petits Domaines" ("Limited ski areas"), in accordance with the price charts.

**Please note:**

-Free Passes for persons 75 years old and over are not available online and must hence be requested and retrieved directly by the Client from a physical point of sale of the Seller, upon presentation of a valid identity document.

- All "Season" Passes must include a recent identity photograph, frontal view of the face, without sunglasses or head covering of the Client. Therefore, a Client who wishes to order such a Pass online must, in accordance with the online instructions, upload an identity photograph so the order can be registered.

**2. Regarding the Activities:**

To purchase or reserve Activities.

The list and characteristics of different Passes and Activities offered for purchase and/or recharging (geographical area, validity period...) are presented on the specific price list available online.

All Passes and Activities remain available at the physical points of sale of the Seller.

**NB:** A proof of sale is sent by e-mail when the online order is confirmed (hereinafter referred to as the "Proof of sale").

### ARTICLE 3. ONLINE ORDER PROCEDURES

Ordering a Pass and/or Activity (Activities) can only be registered if the Client has clearly identified himself:

- Either by entering his access code (login + password), which is strictly personal,
- Or by completing the online form, allowing him to obtain an access code.
- Or by entering just his e-mail address and postal code (without creating a client account).

The Client can verify the order details and total price and correct any possible errors before official confirmation of the order, which implies his definitive acceptance (Article 1127-2 of the Civil Code).

To finalise the Order, the Client must be aware of the present Specific 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 to payment according to the procedures described in **Article 4**.

The Seller will confirm the Client's order by sending him an e-mail, which will contain a summary of all the products the Client has confirmed in the order and constitute the **Proof of sale**.

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

#### - Regarding the Passes:

In case of a first online purchase and the choice of home delivery, complete orders (including payment and, if applicable, photograph) must imperatively be concluded online **no later than the tenth day for foreign orders and French overseas departments and territories and no later than the seventh day (for mainland France orders) before the first day of validity of the Pass** so that the Pass(es) can be

delivered to the Client's home address. If these time limits are not respected, the Client cannot receive his order at his home address.

However, complete online orders (including payment and, if applicable, photographs) can be finalised online **up to the day preceding the first day of the validity of the Pass**.

In this case, the Client must pick up his Passes from a point of sale chosen at the time of the order, taking into account the opening hours, available on the Website.

#### - Regarding the Activities:

Reminder: Purchases and reservations for Activities can be made at any time, subject to availability.

To access the Activity, the Client must be in possession of a valid Ski Lift Pass.

### ARTICLE 4. PRICES AND PAYMENT PROCEDURES

#### 4.1 Generalities

Prices indicated are expressed in EUROS, are inclusive of all taxes, and take into account VAT rates in force the day 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.  
The shipping costs are free of charge.

Full payment of the online order is due when the order is placed, except if the Client chooses to pay in four interest-free instalments, if the order is placed under the conditions specified in **Article 4.2**.

Payments must be made in euros by bank card accepted by the Seller (in euros or foreign currency, the "DCC" – Dynamic Currency Converter – System).

Please note that payment by bank card is executed through a secure online payment solution, Lyra Network (Payzen), which guarantees the confidentiality of payments. The payment is completed by immediate virtual payment via an electronic payment terminal.

At no point in time is the Seller aware of the 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 four interest-free instalments (exclusively via the Website, and for all purchases made until and including December 1<sup>st</sup>, 2021)**

The payment in four equal interest-free instalments by bank card is accessible to any Client (of major age) who wishes to purchase a “Serre Chevalier Season” Pass from the opening date of the Website and for all purchases made until and including December 1<sup>st</sup>, 2021).

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

	Automatic payment debit dates
<b>Date of the order</b>	Order placed on a day (D) of the month (M)
1 <sup>st</sup> payment date	Debited the day of the order
2 <sup>nd</sup> payment date	Debited on the same day (D) of the following month (M+1)
3 <sup>rd</sup> payment date	Debited on the same day (D) of the following month (M+2)
4 <sup>th</sup> payment date	Debited on the same day (D) of the month (M+3)

Example: For an order of a total amount of €600.00 (all taxes included) placed on November 10<sup>th</sup>, 2021, four automatic payments of €150.00 will be debited: the first on November 10<sup>th</sup>, 2021, the second on December 10<sup>th</sup>, 2021, the third on January 10<sup>th</sup>, 2022, and the fourth on February 10<sup>th</sup>, 2022.

In order to benefit from this offer, the Client agrees to provide information regarding his bank card to the Payzen payment platform (secure Internet site). The Client expressly commits to ensuring that his card will remain valid until the last payment debited as described above and ensures that each payment is inferior to the maximum amount authorised by his bank.

**ARTICLE 5. ACKNOWLEDGMENT OF ORDER BY THE SELLER**

**5.1. Payment in full**

Orders paid by bank card and confirmed will be subject to authorisation from the Client’s banking establishment.

If bank authorisation is declined by the Client’s bank, it will result in the ordering process being cancelled.

Once the online order is placed and confirmed by the Client, the Seller shall acknowledge receiving the order by e-mail, which will constitute the **Proof of sale** and will include a summary of the order and the receipt.

**5.2. Payment in four interest-free instalments**

Orders paid by bank card and confirmed will be subject to authorisation by the Client’s banking establishment for one-fourth of the total amount (all taxes included) of the order during its placement.

If the bank authorisation is declined by the Client’s bank for one-fourth of the total amount of the order cited above, the order process will be cancelled.

Once the order has been completed on the Website and confirmed by the Client, the Seller shall acknowledge receipt of the order by e-mail, which will constitute the **Proof of sale**, which includes a summary of the order and the receipt.

Retention of title clause:

In the case of payment in four (4) interest-free instalments, the Passes remain the property of the Seller until the full payment of their cost is completed. However, the Client becomes liable upon the physical delivery of the Pass.

In the event of an incident involving one of the three last payments, 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) in order to enable recovery of the Passes.

**ARTICLE 6. DELIVERY OF THE ORDER AND RETRIEVAL**

**6.1. Regarding the Passes**

**6.1.1. Home delivery**

Except in the event of online recharging referred to in Article 7, the Client receives a home delivery at the address indicated by the Client to fulfil this purpose.



Except in the event of force majeure, the Seller undertakes to deliver the Passes by postal mail at **the latest, the second day before the Passes' first day of validity for mainland France and, at the latest, the fourth day before the Passes' first day of validity for foreign orders and orders by French overseas departments and territories** (attested by the postmark date).

It is specified that the Client may choose to be delivered by registered mail (option), for an additional fee of five (5) euros.

### 6.1.2 On-site retrieval

The Client is reminded that after having ordered his Pass and opted for on-site pick-up, the Client has the choice between the following TWO methods of retrieval:

- At the Seller's points of sale, from the sales staff. In this case, a copy of the **Proof of sale** will be required by the Seller's services, as well as a valid identity document. Failing this, the ordered Passes cannot be issued. Please note that two priority service windows are available for this purpose in Chantemerle and Monétier.
- With a Smartphone connected to the Internet after picking up his empty "Card" support from one of the retrieval points of sale published on the Website, until the first day of validity of the Passes concerned. The Client must then connect to his user account on the Website to activate his ski pass on the support, by indicating his e-mail address and his order number.

### 6.2. Regarding the Activities

Once the Activity has been booked and paid for, the Client receives a **QR Code** by e-mail.

This QR Code must imperatively be presented at the start of the Activity, on the Client's smartphone or on paper, at the date and time of the reservation.

## ARTICLE 7. SPECIFIC FEATURES OF ONLINE RECHARGING

A "Card" support can be recharged according to the products proposed online at the latest, thirty (30) minutes before the start of the validity of the selected Pass.

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 points.

## ARTICLE 8. ABSENCE OF RIGHT TO WITHDRAWAL

In accordance with Article L. 221-2, 9° of the Consumer Code, and supported by Article L. 221-28, 12° of the Consumer Code, the sale of Passes and 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 regarding distance sales.

However, the sale of 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 General Conditions of Insurance available online ([www.assurance-ski-serrechevalier.fr](http://www.assurance-ski-serrechevalier.fr)).

## ARTICLE 9. MODIFICATION OF ORDER

Under no circumstances can the modification of an order be used by the Client to benefit from any promotional offer and/or price reduction whatsoever.

The Seller shall only agree to process modification requests for orders placed online, **provided that this request for modification relates exclusively to the date of validity of the Pass(es) or to the date of reservation of the Activity, subject to availability.**

No other modification of any nature whatsoever, especially concerning the price, will be accepted by the Seller. Any request to modify the validity date may only relate to a modification in the validity date for the ongoing season during which the corresponding Pass(es) was/were ordered or during which the Activity was booked.

As a result, any request for modification other than the modification related to the validity date of the Passes or the reservation date of the Activity will be refused, with no obligation on behalf of the Seller to inform the Client beforehand of this fact.

Regarding the Passes, these requests for modifications related to the validity dates for the ongoing season must be addressed to the Seller at

the latest, fifteen (15) days before the first day of the validity of the Passes.

Regarding the Activities, this request can be sent by the Client until that same day (D-Day) but is subject to availability and must be accompanied by the **proof of sale**.

**Beyond these time limitations, any request to modify the validity dates will not be taken into account by the Seller and will thus be refused without any right to compensation or damages to the benefit of the Client whatsoever.**

The Client must address his modification request by postal mail or e-mail to the following addresses:

SCV (Service des Ventes Internet)- Place du Téléphérique - Le Serre d'Aigle – Chantemerle-05330 SAINT-CHAFFREY – FRANCE  
E-mail address: [sc.clients@compagniedesalpes.fr](mailto:sc.clients@compagniedesalpes.fr) or Internet address: <https://www.ticketoski.fr/fr/serre-chevalier>.

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 will establish the official date.

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

- **The number of the corresponding order**
- **The last names, first names and postal address of the Client**
- **The Support number on the "Card" support of the Pass(es) to be modified** (unless the Client has not yet received or picked up this support).

The Seller directly executes the modification of the validity dates of the Passes for the ongoing season via its computer ticketing system. The change of validity dates then occurs automatically during the first pass of the Client through the "hands-free" access terminals, at no additional cost. If the Client has already received his Passes or recharged them during the modification request, the Seller will send the Client a new "Card" support. The Client retains the support of the modified Pass, which can be reused and recharged thereafter.

For the Activities, the Seller sends the Client a new QR Code by e-mail, which the latter must present at

the reception area of the Activities in order to participate.

#### ARTICLE 10. CANCELLATION OF ORDER

An order cancellation request of a Pass and/or an Activity can be sent to the Seller by postal mail or e-mail to the following addresses:

SCV Service des Ventes Internet) - Place du Téléphérique - Le Serre d'Aigle – Chantemerle-05330 SAINT-CHAFFREY – FRANCE

E-mail: [sc.clients@compagniedesalpes.fr](mailto:sc.clients@compagniedesalpes.fr) or Internet address <https://www.ticketoski.fr/fr/serre-chevalier>.

This cancellation request must be sent by the Client, **at the latest, the first day of the start of the validity of the Pass or Activity concerned** and contain the **Proof of sale**.

The postmark will attest to the date of any request for cancellation by postal mail. In case of cancellation request by e-mail, the date of sending the e-mail will establish the date.

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

- **The number of the corresponding order**
- **The last names, first names and postal address of the Client**
- **The Support number on the "Card" support of the Pass(es) to be cancelled**
- **The support if it has already been delivered or picked up.**

Additionally, the Pass or Activity concerned must not have been used, even partially.

In any event, the Seller shall re-credit the Client's bank card with the amount of the cancelled Pass or cancelled Activity within a period of fifteen (15) days from the cancellation request.

**NB: Any refund will be based on the amount in Euros of the original transaction. If the exchange rate is variable between the aforementioned transaction and the date of the refund, the Client will be responsible for paying the difference.**

#### ARTICLE 11. TRACKING THE ORDER

For additional information, the Internet-Ticketing department is at the Client's disposal:

Postal address: SCV DOMAINE SKIABLE (Service Billetterie-Internet) - Le Serre d'Aigle – Chantemerle – 05330 SAINT-CHAFFREY – FRANCE

Telephone no.: +33 (0)4 92 25 55 00  
E-mail: [sc.clients@compagniedesalpes.fr](mailto:sc.clients@compagniedesalpes.fr)

#### ARTICLE 12. LIABILITY

##### - Regarding the Passes

The Seller shall only be bound by a best endeavours obligation for all stages of access to the Online sales.

The Seller will not be held liable for any the inconveniences or damages inherent in the use of the Internet network, in particular an interruption in service, an external intrusion, or the presence of computer viruses, and, in general, any other fact expressly qualified by the law as a case of force majeure.

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

##### - Regarding the Activities

The Seller is responsible for proper fulfilment of the obligations inherent in the contract concluded online, whether these obligations are to be fulfilled by the Seller or by other service providers, without prejudice to a right of recourse against them. However, the Seller 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. (Article 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 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 durable material format, if, after obliging the Seller, under the same conditions, to provide the

services within a reasonable supplementary time, the latter did not execute its obligation(s) within the time limit(s). The contract shall be deemed terminated upon receipt by the Seller of the letter or written notification, informing him of this termination, unless the Seller has executed its obligation(s) in the meantime. The Client may immediately terminate the contract if the Seller refuses to provide the services or fails in the execution of providing 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.

This essential condition results from the circumstances surrounding the conclusion of the contract or based on an express request of the Client before entering the contract (Article L216-2 of the Consumer Code).

#### ARTICLE 14. PROOF, PRESERVATION AND ARCHIVING

Providing online the information related to the Client's bank card number, and, in general, confirming the order placed by the Client, 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 the operations executed online.

The Client must imperatively retain the **Proof of sale**. 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.

Pursuant to Article L213-1 of the Consumer Code, for all online orders that amount to the equivalent of at least €120, the Seller commits to keeping 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 simple request by the latter.

#### ARTICLE 15. INTELLECTUAL PROPERTY

All elements of the Website and the purchasing and recharging kiosk machines, which are the property of the Seller, remain the exclusive intellectual property of the latter.

Any reproduction of the above-mentioned elements or any simple or hypertext link, is strictly prohibited, unless the Client has obtained the Seller's express prior authorisation.

#### **ARTICLE 16. PROTECTION OF PERSONAL DATA**

Your data are collected by the Seller, as a data controller, in particular to facilitate and process your online purchases, manage customer relations and send you commercial offers relating to SCV Domaine Skiable products and services by e-mail, or, if you have granted consent, from its partners.

In accordance with the regulations in force on the protection of personal data, you have a right of access to information concerning yourself, as well as a right to rectify or oppose it, limit its processing or delete it.

You can exercise these rights by contacting SCV Domaine Skiable:

- Via the contact form accessible on the "Contact" page of this website or
- By postal mail sent to the following address: *SCV DOMAINE SKIABLE - Place du Téléphérique - Le Serre d'Aigle - Chantemerle - 05330 SAINT CHAFFREY - FRANCE* or
- By e-mail to the following address: [scv.dpo@compagniedesalpes.fr](mailto:scv.dpo@compagniedesalpes.fr)

For further information about the protection and processing of your personal data, please see the "Legal notice" section of the relevant sales channel: <https://www.skipass-serrechevalier.com/fr/mentions-legales>

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

Please refer to the provisions of **Article 4.5 of the General Terms and Conditions of Sale**.