

La Vallée des Belleville Ski Lift company (SEVABEL)

Simplified joint stock company with a capital of 3 235 500,00 €

RCS Chambéry n° B 353 065 964

Head office : Gare de la télécabine du Mont de la chambre - Les Menuires - 73 440 LES BELLEVILLE

Address: BP 2 - Les Menuires - 73 442 LES BELLEVILLE CEDEX FRANCE

Intra-community VAT N°: FR 02 353 065 964

Tel. N°: +33(0)4 79 00 62 75

Lift company for the ski area of Les Menuires/Saint-Martin-de-Belleville,

Hereafter called the «Lift Company»,

Insured against professional liability according to the conditions provided by article L220-1 of the Insurance Code with Allianz Opérations Entreprises- 7, Place du Dôme-TSA 21017-92 099 La Défense Cedex France.

Hereafter called the "Operator".

Article 1. GENERAL CONDITIONS

The current general conditions apply for all ski passes (hereafter called «lift passes » sold by the Lift company and giving access to the ski areas of Les Menuires/Saint-Martin-de-Belleville, or La Vallée des Belleville (an area linked to the ski areas of Val Thorens and Orelle) or Les 3 Vallées (an area linked with the ski areas of Val Thorens, Orelle, Méribel and Courchevel).

The current general conditions are applicable for all lift passes sold by the Lift company and exclusively valid for the current winter season from July 29th, 2016.

The terms of sale of tickets valid on the summer season are defined in a separate document.

If any provision in this document becomes null and void, it would be considered as being governed by normal current practice in the ski lift industry and companies based in France.

The purchase of a lift pass implies full knowledge and acceptance by the purchaser, (hereafter called the « Client(s) »), of the full current general conditions, with no prejudice to his rights.

It is up to the Client to inform himself about the lift passes and tariffs on offer and to choose the most suitable. However, up to and including the second day of validity of their ticket, they may still make a request at the Operator's in-resort sales outlets for the area or duration to be extended under the conditions applicable when the said ticket was purchased.

The Lift company cannot be held responsible for the Client's choice.

The ticket is delivered on a card mentioning its number said "number of Keycard ». The lift pass is composed of a card on which a ski pass is encoded and a « proof of purchase ».

The duration of a lift pass is given in consecutive days. The duration of a lift pass cannot be extended.

ATTENTION :

Each lift pass issued will generate a "sales receipt "on which is shown the ski area and the category (adult, child ...) of the pass, its validity and its individual keycard number, as well as any insurance purchased.

This "sales receipt" must be kept carefully by the customer, as it will need to be presented to the Lift company during checks, as well as for any other requests, (ex: rescue service, lost pass replacement, complaints ...)

Article 2. SKI PASS CARDS

-Disposable cards

This is a disposable card and is therefore not-reusable. The card has a chip with the ticket giving access to a ski area referred to above encoded on it. It is issued by the operator free of charge when the ticket is ordered (from sales outlets or at skipass-lesmenuires.com)

It can be used for all types of lift passes, except « season » passes and lift passes purchased on-line.

-Rechargeable cards

This is a rechargeable card that can be re-used once or several times as long as it is not damaged.

The card has a chip with the Ticket giving access to a ski area referred to above encoded or charged on it

No new lift pass can be registered while the original lift pass encoded onto the card has not run out. If this happens, the initial lift pass will be permanently cancelled and the customer cannot claim any damages whatsoever. Only the registering of a ski area upgrade is possible and this must be requested directly at one of the Lift Company's sales points.

Article 3. CUSTOMER PHOTOGRAPHS

The sale of "season passes" and free lift passes, for a period of three (3) days or more, require a recent photo, front view, without sunglasses or head covering.

This photo will be kept by the Lift company, in its computer ticket base, to facilitate any eventual recharging or re-emissions of the pass, unless the client specifically refuses. (C.f.paragraph "protection of personal information data").

Article 4. TARIFFS AND MEANS OF PAYMENT

4.1. Tariffs

Public ski pass and card tariffs are displayed in the Lift Company sales points and on the Internet site www.skipass-lesmenuires.com. Tariff guides are also available at the ticket offices as well as in the Tourist Offices.

These tariffs are in Euros per person and net of all taxes.

They are calculated using the tax rates and may be modified, notably if the rates of the relevant taxes vary.

All reductions are applied on the basis of an adult tariff.

Reductions or free ski passes are available for various categories of ages subject to the conditions quoted in the price lists and posted in the Lift company sales points and on the internet site www.skipass-lesmenuires.com.

Reductions are also available for handicapped persons, according to the guidelines defined in the price lists posted in the sales points. However, they are only available directly from one of the Lift Company's in-resort sales points.

For all reductions or free passes purchased directly from the Lift company's sales points, official proof relative to these reductions will be required at the time of the purchase. No photocopied proof will be accepted. No reductions or free passes will be issued after purchase.

In all cases, the age of the Client taken into account is that on the first day that the ski pass is valid.

4.2. Means of payment

All issued Lift passes require payment of the relevant tariff.

Payment is due in Euros, either with a French bank account cheque payable to the lift company, or in cash, or by bankers card (Visa or Eurocard Master Card only), or by ANCV holiday vouchers.

For all payments by cheque, proof of identity will be required.

For security reasons, payment in cash can only be accepted for purchases at the Lift company sales points in the resort, and within the limit of a maximum amount as defined in articles L112-6 and D112-3 of the financial and money Code.

Article 5. HOW TO USE AUTOMATED SKIBADGES AND TABLETS

Customers are provided with Skibadges for purchasing and/or recharging the tickets referred to on the Skibadge machines; payment is by bank card only.

The machines can only issue tickets without a photo and at the public tariff.

At some sales outlets, customers are also provided with touch tablets for recharging the tickets referred to above; payment is by bank card only.

Article 6. INTERRUPTION OF THE LIFT SYSTEM

Customers are reminded that the sale of « 3 Vallées » and « Vallée des Belleville » ski passes may be delayed if there is insufficient snow cover or if the 3 Vallées links are closed. The « 3 Vallées » and « Vallée des Belleville » lift passes will not be accepted in the other resorts unless the liaison on skis is open.

Compensation for loss suffered by the customer holding a ticket will only be given where the interruption lasts longer than half a day and affects all the ski lifts to which the ticket gives access and that are open for the period during which the interruption occurs, this being except for a case of force majeure (after 2 days, except for season passes and non-consecutive days)

A « suggestion form » will be provided by the Lift company's physical sales points on request of the customer.

Compensation will only be given for tickets that Customers have acquired from the Operator and paid for directly.

The lift pass holder may be entitled to compensation if he provides the relevant documents (proof of purchase and « suggestion form » correctly filled in).

Customers may choose from the following forms of compensation (this choice is irrevocable and may not be called into question for any reason whatsoever):

This compensation may take one of the following forms:

- 1 - either an immediate extension of the duration of the lift pass (starting the day after the initial ticket expires).
2. Obtaining a **credit** to be used by the end of the second winter season after the season underway (N+2). The credit is in the name of a specific person and is non-transferable. The credit is for an amount calculated pro rata to the number of days of interruption of the ski lifts.
3. Deferred **reimbursement** calculated pro rata to the number of days of interruption of the ski lifts. (For example : where all ski lifts as defined above are stopped for three (3) days, a Customer holding a ticket valid for six (6) days will be reimbursed three sixths of the purchase price of their ticket).

No compensation will be granted before the Lift pass concerned expires.

The customer cannot expect any sum or service over and above the chosen compensation.

The request for compensation, accompanied by supporting documentation (original ticket, proof of purchase and compensation request form stating the desired form of compensation), is to be submitted or sent to the Operator according to the procedure defined in article 7 below.

Compensation will be issued within four (4) months of receipt of all the items relevant to the request for compensation.

Article 7. REIMBURSEMENTS

The «holiday» or «season» tickets take into account a discounted pricing policy.

In the event where a ticket is not used / only partially used, it will neither be refunded nor exchanged, except for conditions such as those mentioned in article 6.

Daily non-consecutive tickets must be used before the end of the current season. Beyond that time, they can no longer be used, refunded or extended.

Insurance can be taken out to cover this risk, as well as any possible rescue costs in the event of an accident on the slopes or on the ski lifts. More information is available from our sales outlets.

Article 8. COMPLAINTS

All complaints should be addressed to the Lift Company within two (2) months following the event concerned by the complaint without prejudice to any right of action, and legal time limits to act in court, at the following address:

SEVABEL Customer Services BP 2- Les Menuires 73 442 Les Belleville cedex France

Article 9. INTELLECTUAL PROPERTY

The customer has no right of ownership or usage and cannot use the names, symbols, emblems, logos, trademarks, copyright or other signs of the Lift company's proprietary, literary, artistic or industrial rights.

Article 10. PROTECTION OF PERSONAL INFORMATION DATA

All the information requested by the Lift company for the processing of a ski pass is obligatory. If one, or several, pieces of the obligatory information is missing, the ski pass cannot be processed.

All data is for sole use by the Lift company.

Certain data (postal address, email, Tel.) may also be requested from the Clients by the Lift company for commercial purposes, according to the rules laid down by the LCEN law dated 21/06/2004.

In accordance with the law concerning computer data information and liberty, Clients (or their legal representatives) have a right to oppose, modify, correct and eliminate data which concerns them, (notably concerning the conservation of photos sent by electronic mail or in reply to commercial offers) by writing to the Lift company at the following address:

SEVABEL- Customer services - Gare du Mont de la Chambre- BP 2- Les Menuires- 73 442 Les Belleville cedex France.

Date processing manager : The lift company

Treatment process : Ticket sales and marketing

In accordance with article 90 decree n° 2005-1309 dated 20th October 2005, all persons may receive the information contained in this paragraph in writing, by simple oral or written request to the relevant service.

Article 11. TRANSLATION - APPLICABLE LAW – LITIGIOUS SETTLEMENTS

If these current general conditions have been printed in several languages, it is expressly understood that the French version of these general conditions is the authentic legal version. In consequence and if there is a problem in interpretation and application of one of the points in these general conditions, the French version should be used as reference.

The current general conditions are subject to French law for all interpretation and application.

Should there be a dispute over the interpretation or execution of this document, there is the option of conventional mediation or any other form of settling disputes (e.g. conciliation), as provided for in article L211-3 of the Consumer Code, in order to start a mediation way, the customer should contact The mediateur du Tourisme et du voyage (MTV Médiation Tourisme Voyage, BP 80 303, 75 823 Paris Cedex 17) ,following the information on the website www.mtv.travel during a maximum delay of 1 year starting the receipt of his require to the Operator.

If no out of court settlement can be found, the litigation will be judged by a competent court of justice.

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Article 1. GENERAL CONDITIONS

The current general conditions apply to all ski passes (hereafter called « ski pass ») issued by the Lift company and giving access to the ski areas of Les Menuires/Saint-Martin-de-Belleville, or La Vallée des Belleville (an area linked with the ski areas of Val Thorens and Orelle) or Les Trois Vallées (an area linked with the ski areas of Val Thorens, Orelle, Méribel and Courchevel).

These current general conditions are applicable for all purchased Lift passes valid for the current winter season. From 29 th july 2016.

The conditions of the Lift Passes valid for the summer season are defined in a separate document.

If one of the conditions in this document is not met, it will be considered as governed by the procedures in force concerning on-line sales for companies whose registered head office is in France.

The purchase of a ski pass implies the knowledge and acceptance by the purchaser (hereafter called the «client») of all the current general sales conditions, without prejudice to his normal legal rights.

IMPORTANT:

All **Ski Passes** are issued with a **proof of purchase** stating the area and category (adult, child...) of the **lift pass**, its expiry date, Keycard number and any insurance taken out.

The **proof of purchase** is to be kept by the User, who must be able to present it to the Operator for inspection or in support of any request (e.g. loss of theft of the Pass, rescue, complaint...) made of the Operator or other operator in the Trois Vallées ski area as required.

Passes are for a specific person and non-transferable and non-refundable. The User is therefore required to look after their Lift pass so that it cannot be used by anyone else.

Article 2. SKI PASS CONTROLS

Each numbered Lift pass may be used for a pre-determined period of validity and age category. Validity details on the Pass have no contractual value. Only the information on the chip shall apply.

All lift passes, during their period of validity, give the right to circulate freely on the ski lifts of the ski area for which it has been issued, but with no priority of any sort.

The ski area validity of the Lift pass is defined on the piste map of the winter season concerned and during the opening periods of the ski lifts which are posted in the Lift company sales points and/or at the bottom of the ski lifts, subject to weather and snow cover conditions.

GENERAL USAGE CONDITIONS FOR LIFT PASSES

The Client must be in possession of his lift pass (accompanied by the **proof of purchase**) during his entire trip on the ski lift, from the departure area right up to the arrival area for detection by an automatic inspection system or presentation to inspectors authorised by the Operator or any other operator in the Trois Vallées ski area entitled to ask.

The absence of a Lift pass, the use of a non-valid Lift pass or even the non-respect of the rules and regulations posted at the bottom of each ski lift, and noted by an official Ski Company controller, will imply :

- either the payment of a fixed fine to avoid legal action. This fixed fine is equal to **FIVE times the value of the day's ski pass for the "Les Menuires/Saint Martin de Belleville ski area", to which may be added, if appropriate, a handling charge** whose amount is fixed by the current rules and regulations. (Articles L342-15, R342-19 and R342-20 of the Tourist Code and Articles 529-3 onwards of the Legal Code) ;
- or legal action.

Official Lift company controllers may request the presentation of all documents which justify the application of special prices to the holder of a reduced price or free lift pass.

If the Client refuses or cannot justify his identity, the official controller will immediately inform a member of the police force who is legally authorised to request this information immediately.

The official controller can also confiscate the lift pass immediately in order to return it to its proper owner.

In addition, the forgery of a ski pass or use of a forged pass may be subject to legal action as well as damages and interest.

If the fraud is noted by an official controller, the information collected by him during the procedure may be kept as computer data so as to ensure the follow up of the fraud and any eventual follow ups as well as for statistical purposes.

This data is for sole use of the Lift company.

In accordance with the law concerning computer data information and liberty, all persons have the right to access and correct data which concerns them by writing to the Lift company at the following address:

SEVABEL- Customer services - Gare du Mont de la Chambre- BP 2- Les Menuires- 73 442 Les Belleville cedex France

Date processing manager : The lift company

Treatment process : Follow up of fraudulent use of Lift passes

Article 3. FAULTY CARDS

Instructions for use: clients are advised to keep their pass in a left-hand pocket and not with any other metallic or electronic item. It must not be folded, perforated or left near a heat source.

If the single-use or rechargeable support dysfunctions or has a technical problem (for the period of validity of the encoded lift pass), the Lift Company will, at no cost to the client, replace the faulty support in return for and counting from when the faulty card is returned to one of the Lift Company's sales points.

However, if, on verification, the dysfunction of the pass is attributable to the User (e.g. failure to follow instructions for use), the Operator will bill them for any processing costs provided for in article 4.

If the defective pass was issued by another operator in the Trois Vallées ski area, the Operator cannot process the request.

The User is required to make the request to the operator in question in compliance with the terms of the General Conditions of Use for Lift passes that they have issued.

Article 4. SKI PASS LOSS OR THEFT

The following provisions apply solely to Lift passes issued by the Operator.

Where a lost or stolen Lift pass was issued by another operator in the Trois Vallées ski area, the Operator cannot process the request.

The User is required to make the request to the operator in question in compliance with the terms of the General Conditions of Use for Lift passes that they have issued.

4.1. Information to be provided

If a one (1) day or more ski pass is lost or stolen, the holder can obtain a duplicate from the Lift company, subject to the following conditions:

In the case of loss or theft of a Lift pass with a remaining period of validity equal to or greater than (1) day, the User is required to make a declaration at one of the Operator's sales outlets and provide the following documents:

Case n°1 : For the holder who bought and paid for his lift pass directly at a Lift company sales point or via the Lift company's on-line sales site (www.skipass-lesmenuires.com)

He must provide the « proof of purchase » (the receipt issued by the lift company when the Lift pass is purchased directly from a sales point, or the « order summary » if purchased on the internet) for any duplicate request.

Case n°2 : For the holder who purchased his Lift pass directly from a third party (ex : accommodation provider, Tour operator, Reservation Centre)

They are required to give the Operator the Keycard number on the Lift Pass.

Users with no proof of purchase issued by the Operator are required to record and keep the number when the machine issues their Lift pass.

The User must then sign the declaration of loss/theft, which must state:

- the Keycard number,
- the reason for the request,
- the dates, period of validity and ski area of the lost or stolen Lift pass.

4.2. Handling costs

To obtain a duplicate ski pass, the holder must also pay **applicable handling charges**, the amount of which is posted in the Ski Company's ticket offices.

4.3. Delivery of a duplicate

- All lift passes that have been notified blocked to the Lift Company will be dis-activated by the Lift company and can no longer be used to access the ski area.
- Subject to usage verifications, a duplicated (for the remaining duration of the ski pass) will be issued to the holder by the Lift Company, on the same type of support as the Initial lift pass.

PLEASE NOTE : All Lift passes with a remaining duration inferior to one (1) day, whatever the support used, declared lost or stolen, cannot be replaced.

Il en est de même pour les autres Titres dont les informations susvisées, nécessaires à la délivrance d'un duplicata ne peuvent pas être fournies par l'Usager, et ce, sans recours possible de l'Usager à l'encontre de l'Exploitant.

Article 5. RESPECT OF THE SAFETY RULES

All holders must respect the security rules and regulations concerning the transport by ski lifts, notably the policy regulations posted at the bottom of the ski lifts, the pictograms complete them as well as all advice given by the Lift company personnel, under threat of penalty. This is also true for the respect of Town council by laws concerning ski piste security and he is also recommended to take into account the « Ten rules for good behaviour of piste users » edited by the International Ski Federation (FIS).

Article 6. PROTECTION OF PERSONAL INFORMATION DATA

Data relative to the users movements are collected in order to manage access operations to the ski lifts and Lift pass controls. The data are also collected for statistical purposes.

All this data is uniquely destined for the Lift company and eventually, for other Lift companies in the linked ski area used by the holder.

In accordance with the law concerning computer data information and liberty, Customers (or their legal representatives) have a right to oppose, modify, correct and eliminate data which concerns them, notably the right to suppress his picture, by writing to the Lift company at the following address:

SEVABEL- Customer services - BP 2- Les Menuires- 73 442 Les Belleville cedex France

Date processing manager : The lift company

Treatment process : Ticket sales and control

In accordance with article 90 decree n° 2005-1309 dated 20th October 2005, all persons may receive the information contained in this paragraph in writing, by simple oral or written request to the relevant service.

Article 7. TC2 INFORMATION FOR THE TRANSPORT SYSTEM

In accordance with article L1431-3 of the 'Code des transports', the Sevabel has produced the following information, which is relative to the lift system CO₂ emissions:

Transport-related CO₂ emissions for a Les 3 Vallées day Lift pass are 319g, equivalent to a 2.3km car journey.

Transport-related CO₂ emissions for a Les Menuires-Saint Martin day Lift pass are 276 g, equivalent to a 2km car journey.

Transport-related CO₂ emissions for a Vallée des Belleville day Lift pass are 282g, equivalent to a 2km car journey.

For further information please contact the head of Quality, Security and Environment at the Sevabel. BP2 73442 LES BELLEVILLE CEDEX FRANCE

Article 8. TRANSLATION - APPLICABLE LAW – LITIGIOUS SETTLEMENTS

If these current general conditions have been printed in several languages, it is expressly understood that the French version of these general conditions is the authentic legal version. In consequence and if there is a problem in interpretation and application of one of the points in these general conditions, the French version should be used as reference.

The current general conditions are subject to French law for all interpretation and application.

Should there be a dispute over the interpretation or execution of this document, there is the option of conventional mediation or any other form of settling disputes (e.g. conciliation), as provided for in article L211-3 of the Consumer Code, in order to start a mediation way, the customer should contact The mediateur du Tourisme et du voyage (MTV Médiation Tourisme Voyage, BP 80 303, 75 823 Paris Cedex 17) ,following the information on the website www.mtv.travel during a mximum delay of 1 year starting the receipt of his requires to the Operator.

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Lift company for the ski area of Les Menuires/Saint-Martin-de-Belleville,

Hereafter called the « Lift company »,

Article 1. GENERAL CONDITIONS

These conditions come into force **as of 29th of July 2016**.

The validation of an on-line order by the Lift company from www.skipass-lesmenuires.com implies that the purchaser (hereafter called the «client») accepts the current on-line special sales conditions. If an error occurs, it will be considered as governed by the procedures in force concerning on-line sales for companies whose registered head office is in France.

The current conditions complement the « General Sales conditions and General use conditions covering ski passes on the ski lifts (hereafter called « Lift pass (es) », posted in all the sales points and also available on-line. These conditions concern exclusively non-commercial individuals.

In accordance with article 1369-4 of the Civil code, all these conditions are available to clients, who can download them and print them off.

The legally binding information is presented in French.

The characteristics of the different Lift passes on sale (geographic area, validity duration ...) are presented in the tariff grill available on the aforementioned internet site.

The exclusive Internet offers at special prices are only available on this internet site and are identified under the sections « special offers » and/or « internet only».

Article 2. PRODUCTS OFFERED

The online sales service enables the Client:

- To register or recharge a "rechargeable" Lift pass.

These are "hands-free" Lift passes in the form of "smart cards" that can be recharged via the Operator's web site, and open the turnstiles at access points to the ski lifts.

Please note: the **Lift pass** consists of a **card** with a **Lift pass** encoded on it and a **proof of purchase** emailed on confirmation of online purchase or recharging procedure.

NB: In order to implement the "loss or theft of Lift pass" procedure defined in article 4 of the General Conditions of Use for Lift passes, the Client is required to provide the Operator with this proof of purchase.

The features of the various Lift passes offered for sale (geographical area, period of validity...) are shown in the tariff grid that can be viewed on the web site referred to above.

Des exclusivités Internet à tarifs promotionnels sont accessibles uniquement sur ce site Internet www.skipass-lesmenuires.com et sont ainsi identifiées sous les rubriques « exclu web ».

Article 3. TERMS FOR ON-LINE ORDERS

The order can only be registered on the lift company's web site if the Client is clearly identified :

- either by entering his access code (login + pass word) which is strictly personal;
- or by completing the on-line form which allows him to be attributed his access code.

To finalise the order, the Client must accept the current conditions and those of the General Sales conditions and the General Lift pass usage conditions.

In accordance with article 1369-5 of the Civil Code, the Client can check the details of his order and its total cost, so as to correct any eventual errors, before confirming this order, which expresses his acceptance.

The Operator will confirm the Client's purchase by email. The email will contain a summary of all the products ordered by the Client and constitutes the **proof of purchase** referred to in article 2.

Except for on-line recharging as covered in article 7, on-line completed orders (payment, photos and necessary proof provided) must imperatively be finalised on the Lift company's internet site no later than the **twelfth day** (for abroad and non-mainland France) or the **seventh day** (for mainland France) **before the first day of validity of the Lift pass**, so that the Client can receive his Lift passes at his home address.

If these delays are not respected, the Client cannot receive his order at his home address. However, on-line completed orders (payment, photos and necessary proof provided) can be finalised on the Lift Company's internet site up to the **day before the first day of the validity of the Lift Pass**. In this case, the client must collect his Lift passes directly from the Lift company's sales point (as chosen by the client when he made his order), on the first day of validity of the Lift pass concerned. All orders imply the acceptance of the description of the services and tariffs.

Article 4. TARIFFS and MEANS OF PAYMENT

The prices indicated on the internet site are in Euros, net of all taxes, and taking into account the VAT rate on the day that the order is passed.

It is noted that the postal costs are at the charge of the Lift Company.

The price of the on-line order is payable when the order is passed. Payment must be in Euros :

- by on-line credit card payment

It is stated that payment by credit card is security safe using the Crédit Mutuel, in collaboration with CYBERMUT (Crédit Mutuel's « on-line » security payment system), which guarantees the confidentiality of the payments. Payment is made with a virtual TPE, giving immediate payment.

At no moment does the Lift Company have knowledge of the numbers that the client has to provide. The Lift Company is simply advised by the banking establishment that a bank transfer corresponding to the amount of the order has been sent to his account.

Article 5. CONFIRMATION THAT THE ORDER HAS BEEN RECEIVED BY THE LIFT COMPANY

Orders paid by credit card and confirmed, will be those that have been given the acceptance of the Client's bank when the order was passed.

A refusal to authorise the debit of the Client's bank account by his bank, will lead to the cancellation of the order process.

Once the order has been finalised on the internet and confirmed by the Client, the Lift company will send a confirmation email, otherwise called a « Order summary » which counts as the proof of purchase vis à vis article 2.

Article 6. ORDER DELIVERY

The client can choose : except for recharging online as referred to in article 7

- either to have it delivered to the delivery address as indicated by the Client

Except in the case of a force majeure, the Lift Company undertakes to deliver the Lift passes by post no later than the **third day** for mainland France and no later than the **sixth day** for abroad and non-mainland France, before the first day that the Lift pass is valid. (The postmark date counts as proof)

- or to collect the Lift passes directly from the Lift company's sales point chosen by the Client (Central sales point at La Croisette or the Saint-Martin-de-Belleville sales point in the Grangeraias area), on the first day that the Lift pass is valid, and during the opening hours of the sales point.

The copy of the Order summary will be required by the Lift company's services, as well as an official proof of identity. If these are not provided, the Lift Passes ordered will not be issued.

The order will then be delivered to the Client, who must countersign a receipt. (Except for on-line recharging).

Article 7. RECHARGING ON-LINE

The rechargeable ski pass can be recharged via the Internet site, no later than fifteen (15) minutes before the lift pass becomes valid.

Payment is by credit card on-line. A receipt of payment for the order will be sent by the Lift company to the Client, who should keep this proof of purchase notably for controls when using the ski lifts.

The Lift pass will be automatically recharged when the client goes through the hands free ski lift turnstile for the first time.

Article 8. THE RIGHT TO RETRACT

In accordance with article L221-2 9° of the consumers code, lift pass sales are not covered under the right of retraction as mentioned in articles L221-18 onwards of the consumers Code covering on-line sales.

Article 9. ORDER MODIFICATIONS

The Client may not change an order to take advantage of any promotional offer and/or price reduction.

The lift company agrees to deal with order modification requests, with the exception of specially offers and internet only offers, and this, up to the seventh working day before the start of the validity for the corresponding Lift passes.

For this, the Client must send his modification request by post or email to the following address:

Postal address : SEVABEL- Customer relations- BP 2- Les Menuires- 73 442 Les Belleville cedex France

Email: sevabel@compagniedesalpes.fr

The postmark will be used to fix the date of all modification requests arriving by post.

For modification requests by email, the date that the email is sent will be used.

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

- the number of the corresponding order;
- the «unique number » of the Lift pass (es) to be modified
- the postal details of the Client.

The Lift company will issue the Client, on site when he arrives in the resort, a new Lift pass corresponding to his modification request in exchange for the initial Lift pass, on condition that :

- this initial lift pass has not been used, even partially
- the handling charges are paid on site by the client.

In addition, if the new Lift pass costs more than the initial Lift pass, the Client must pay the difference, on site directly to the Lift company, in order for his modification to be validated.

If, however, the new Lift pass costs less than the initial Lift pass, the client must fill in a request for reimbursement by the lift company. Reimbursement takes the form of re-crediting the bank card used for the transaction after deducting handling charges.

The Operator undertakes to reimburse the Client within thirty (30) days of the request.

The client keeps the support for the modified Lift pass, which can be used for any future recharging.

Article 10 ORDER CANCELLATION

The Lift company accepts to deal with all partial or full cancellation of orders totally done on the internet, with the exception of specially offers and internet only offers, and this, up to the day before of the start of the validity for the corresponding Lift passes.

The Client may not use an order cancellation to take advantage of any promotional offer and/or price reduction.



For this, the Client must send his cancellation request by post or email to the following address:
Postal address : SEVABEL- Customer relations- BP 2- Les Menuires- 73 442 Les Belleville cedex France
Email: sevabel@compagniedesalpes.fr

The postmark will be used to fix the date of all cancellation requests arriving by post.
For cancellation requests by email, the date that the email is sent will be used.

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

- the number of the corresponding order;
- the postal details of the Client and
- the «unique number » of the Lift pass (es) to be cancelled.

The Client can keep the support of the cancelled ski pass, for use and recharge it at a later date.

The reimbursement only concerns the price of the ski pass, and excludes that of the support and the Carré Neige insurance.
The Client must fill in a reimbursement request form available from the Lift Company.
This reimbursement will be effectuated by recrediting the bankers card that was used for the transaction, within thirty (30) days.

Article 11. ORDER TRACKING

For all further information, the Lift company's Customer Service is available for the Client.
Tel : +33 (0)4 79 00 62 75
Postal address : SEVABEL- Customer services- BP 2- Les Menuires- 73 442 Les Belleville cedex France
Email : sevabel@compagniedesalpes.fr

Article 12. RESPONSABILITY AND GUARANTEES

The Lift Company is only bound to provide the means for the on-line sales.

The responsibility of the Lift Company cannot be called upon for any inconvenience or damages due to the use of the Internet, notably by the service cutting out, an exterior intrusion or the presence of a computer virus and, in a general manner, for any other event which can be qualified by law as a "force majeure".

The client declares knowledge of the characteristics and limits of the Internet, in particular its technical performances, the reply time for consultations, questioning or transferring data and the security risks linked to these communications.

Article 13. PROOF OF PURCHASE

Giving his credit card number on-line and, in a general manner, the final confirmation of the order by the Client is taken as proof that the whole of the transaction has taken place, in accordance with the law n° 2000-230 dated 13/03/2000 and that payment is due.

This confirmation acts as a signature and binds the client to complete acceptance of all the on-line sales system's operations.

The Client must keep the **proof of purchase**, which is the only document providing proof for any dispute as to the terms of the order, notably on inspection at the ski lifts.

Article 14. INTELLECTUAL PROPERTY

All elements of the website are the property of the Lift company, and shall remain the exclusive property of the latter.
Any reproduction of part of the site or any single link or hyper-link is strictly prohibited, unless by prior written consent from the Lift company.

Article 15. PROTECTION OF PERSONAL DATA



SPECIAL CONDITIONS FOR ON-LINE LIFT PASS SALES

All the bank details requested of the Client when he passes order are protected by a SSL 128 guaranteed, cryptographic system.

The treatment of personal data from the sale on this Internet site has regularly been declared to the CNIL. The information that Clients provide on the site allow the Lift company to treat and execute the orders passed on the site.

In accordance with article 32 of the Computing Code, the Lift Company informs its Clients that it will use this data, notably in sending the Client commercial offers.

If their address, email or other details change, Clients are required to update their personal information by logging in to their personal area accessible via the web site.

Article 16. DATA FILING

The filing of the orders is managed by the Lift company's customer services in accordance with article L213-1 of the Consumer Code. In accordance with these articles, the Client may access his filed order by written request to the service concerned at the above-mentioned address.

Article 17. TRANSLATION - APPLICABLE LAW – LITIGIOUS SETTLEMENTS

If these current general conditions have been printed in several languages, it is expressly understood that the French version of these general conditions is the authentic legal version.

In consequence and if there is a problem in interpretation and application of one of the points in these general conditions, the French version should be used as reference.

Should there be a dispute over the interpretation or execution of this document, there is the option of conventional mediation or any other form of settling disputes (e.g. conciliation), as provided for in article L211-3 of the Consumer Code, in order to start a mediation way, the customer should contact The mediateur du Tourisme et du voyage (MTV Médiation Tourisme Voyage, BP 80 303, 75 823 Paris Cedex 17) ,following the information on the website www.mtv.travel during a maximum delay of 1 year starting the receipt of his require to the Operator.

The current special conditions are subject to French law for all interpretation and application.

If no out of court settlement can be found, the litigation will be judged by a competent court of justice.