

SPECIFIC CONDITIONS OF LIFT PASS SALES ONLINE

The GRAND MASSIF DOMAINES SKIABLES (GMDS) company

PLC with a share capital of 6 697 620 €
Registered with RCS Annecy n°602 056 012
Head Office : Téléphérique de Flaine - Les
Grandes Platières - 74300 Flaine
Intracommunity VAT n°: FR 15 602 056 012

Tel n°: +33(0)4.50.90.46.76
Email: vente-en-ligne@grand-massif.com

Operating company for the Flaine, Morillon,
Samoëns and Sixt ski areas

The SOREMAC company

PLC with a share capital of 812 800 €
Registered with RCS Annecy n°431 420 406
Head Office : Mairie d'Arâches - Les Carroz
- 74300 Arâches
Intracommunity VAT n°: FR 75 331 420 406

Tel n°: +33 (0)4.50.90.00.42
Email: vente-en-ligne@grand-massif.com

Operating company for the Les Carroz ski area

Postal address (GMDS): Télécabine de Vercland - 74340 SAMOËNS.

Fax N° (GMDS): 04.50.90.82.81

Hereafter referred to individually as the "Operator" or collectively as the "Operators"

ARTICLE 1. GENERAL

These Conditions apply as of 15th September 2017.

Validation of an order placed by the individual (hereafter referred to as the "Client(s)") on the Operators' online sales module at <http://www.skipass-grand-massif.com> implies acceptance of these Specific Conditions of Online Sales.

Depending on the resort selected by the Client on the website, a contractual relationship is entered into between said Client and the relevant Operator (GMDS for the resorts of the Flaine, Morillon, Samoëns and Sixt - SOREMAC for the resort of Les Carroz), with reference to the provisions of these Conditions.

If any provision is found lacking, it shall be deemed to be governed by current practices for online sales by companies whose registered offices are located in France.

These Conditions supplement the "General Sales Terms and Conditions and the General Terms and Conditions of Use of Ski Lift Passes" (hereafter referred to as the "Pass(es)") displayed at all points of sale as well as online.

These Conditions apply exclusively to non-trading individuals.

In accordance with Article 1369-4 of the French Civil Code, all of these Conditions are made available to the Clients who have the possibility of downloading and printing them.

Contractual information is presented in French language.

ARTICLE 2. PRODUCTS ON OFFER

The Passes sold or recharged online are exclusively issued on hands free holders (rechargeable smartcards), referred to as “skicard” with a unit value of one euro and sixty centimes including all taxes (1.60€).

This holder states:

- the age category (child, adult or senior)
- the “skicard” number

These “hands free” Passes are issued on rechargeable “smartcards” via the Operator’s website and which will enable ski lift access turnstiles to be opened.

Reminder: The **Pass** comprises a **card** onto which a **transport pass** is encoded, and a **proof of purchase** sent by email at the same time as confirmation of the purchase or recharge made online.

NB: The Client must be able to provide this proof of purchase to the Operator in the event of “Loss or Theft of Passes” as outlined in Article 4 of the Conditions of Use of Ski Lift Passes.

The characteristics of the various Passes being sold (geographical area, duration...) are shown in the price list available on the afore-mentioned website.

ARTICLE 3. TERMS OF ORDERING ONLINE

The order can only be made on the afore-mentioned website if the Client is clearly identified:

- either by entering his/her access code (login + password) which is strictly personal,
- or by completing the online form enabling him/her to receive their access code,
- or by completing the online form enabling him/her to proceed to the “express order” function.

To finalise the order, the Client must accept these Conditions as well as the General Sales Terms and Conditions and the General Terms and Conditions of Use of Ski Lift Passes.

In accordance with the requirements of Article 1369-5 of the French Civil Code, the Client has the opportunity to verify the details of his/her order and its total price and to correct any errors before confirming the order and thereby expressing his/her acceptance.

The Operator will confirm the order by email to the Client. This email will contain a summary of all products ordered as confirmed by the Client and constitutes the **proof of purchase** referred to in Article 2.

With the exception of online recharging as referred to in Article 7, online orders should be completed in their entirety (payment, photographs and any proof required) on the afore-mentioned website no later than **the tenth day prior to the Pass’s first day of validity** so that the Client can receive the Passes at home. Note that **Passes can only be sent to the Client if their home address is within the European Union.**

Failing this or if these deadlines are not observed, the Client will not be able to receive his/her order at home.

Nevertheless, completed online orders (payment, photographs and any proof required) can be placed on the afore-mentioned website up to **two days prior to the Pass’s first day of validity**.

In this case, the Client should collect their passes from the Operator’s point of sale (selected when placing the order); this being possible from the day prior to the first day of validity and within the ticket offices’ opening hours.

Placing an order implies acceptance of the description of services and tariffs.

ARTICLE 4. TARIFFS AND PAYMENT METHODS

Prices listed on the website are given in Euros and inclusive of all taxes, based on the prevailing rate of VAT on the day of ordering.

Note that postage and packing will be offered free of charge by the Operator.

Payment is required at the time of ordering online and should be made in euros **by credit/debit card**

Note that credit/debit card payment is secured through the Credit Mutuel bank, in collaboration with CYBERMUT (Credit Mutuel's secure online payment server) ensuring transaction confidentiality. Payment is made using immediate payment virtual EPT technology.

3D Secure is used for all orders equalling or exceeding 182€.

At no time, does the Operator have knowledge of the numbers entered by the Client. The Operator is simply notified by the bank that a transfer of an amount corresponding to the order has been made to their account.

ARTICLE 5. ORDER ACKNOWLEDGEMENT BY THE OPERATOR

Confirmed orders made by credit/debit card payment are those which have been authorised by the Client's issuing bank at the time of the order.

If authorisation is refused by the Client's bank the order is automatically cancelled.

Once the order has been placed online and confirmed by the Client, the Operator acknowledges receipt of said order by email, constituting the **proof of purchase** mentioned in Article 2 and which summarises the order.

ARTICLE 6. ORDER DELIVERY

With the exception of online recharging referred to in Article 7, the Client has the choice to:

- either have the order delivered to his/her home address as provided. Except in cases of *force majeure*, the Operator undertakes to deliver the Passes by post to clients residing in the European Union no later than **two (2) days** prior to their first day of validity (postmark as evidence).
- or to collect the Passes from the Operator's point of sale selected when placing the order; from **the day before** the first day of validity of said Passes and within the ticket offices' opening hours.

A copy of the **proof of purchase** (email acknowledgement) will be required as well as a valid ID. Without these, the Passes ordered will not be handed over.

The Client must sign a receipt to collect the order.

ARTICLE 7. ONLINE RECHARGING CHARACTERISTICS

A "skicard" holder can be recharged in accordance with the products offered by the Operator online, no later than fifteen (15) minutes before the start of the validity period of the Pass selected.

Remote payment is made by credit/debit card. Acknowledgement of the order is sent by the Operator to the Client who should retain this proof of purchase, particularly in the event of any control checks when taking the ski lifts.

The recharged Pass is automatically validated when going through the first “hands free” turnstile.

ARTICLE 8. LACK OF RIGHT OF WITHDRAWAL

Pursuant to Article L 121-16-1 I 9° of the French Consumer Code, the sale of Passes is not subject to application of the right of withdrawal as provided for in Articles L121-21 *et seq* of the Consumer Code with regards to distance selling.

ARTICLE 9. ORDER MODIFICATION/CANCELLATION

Once the Pass order has been confirmed by the Client, the Pass ordered cannot be reimbursed, returned or exchanged. Similarly, the order cannot be modified in any way.

ARTICLE 10. ORDER TRACKING

The Ticketing Office remains at the Client’s service for any further information:

Tel: +33(0)4.50.90.46.76

Postal address: Grand Massif Domaines Skiabiles / SOREMAC - Télécabine de Vercland - 74340 SAMOENS – France.

Email: vente-en-ligne@grand-massif.com

ARTICLE 11. RESPONSABILITIES AND GUARANTEES

The Operators are only bound to use reasonable means for all stages of access to the online sales website.

The Operators cannot be held liable for any harm or inconvenience inherent in using the Internet, such as an interrupted service, outside intrusion or the presence of a computer virus and generally for any event deemed to fall under force majeure, as recognised by law.

The Client confirms that he/she understands the characteristics and limits of the Internet, particularly technical performances, response times for consulting, searching or transferring data the services accessible via the Internet and the risks associated with communications security.

ARTICLE 12. METHODS OF PROOF

The online provision of credit/debit card numbers and generally the final confirmation of the order by the Client constitutes proof of the entire transaction in compliance with the provisions of Law no. 2000-230 of 13/03/2000 as well as the payment liability.

This confirmation constitutes the signature and express acceptance of all operations carried out on the online sales module.

The Client must keep the proof of purchase; it is the only binding document in the event of dispute concerning the terms of the order, particularly during control checks on the ski lifts.

ARTICLE 13. INTELLECTUAL PROPERTY

All elements (design, photos, logo...) of the website form part of the intellectual property rights belonging to or used by the Operators.

Reproduction of any element of said website or any simple or hypertext link is strictly forbidden without prior express consent of the Operators.

ARTICLE 14. PROTECTION OF PERSONAL DATA

All bank data given by the client when placing the order is protected by an SSL 128 certified encryption process.

Personal data collected on this website with your consent is processed electronically for the purposes of handling your order and for sending promotional offers and newsletters if you have given consent.

Obligatory fields to be completed are marked with an asterisk; if they are not completed, your order cannot be processed. Completing other fields is optional.

GMDS is responsible for the data processing management, represented by Mr Pascal Tournier and whose contact details are given in the Legal Notices of this website.

The recipient of this data is GMDS and, if you give consent by ticking the box to this effect, the tourist offices of the resorts of FLAINE, LES CARROZ, MORILLON, SAMOENS and SIXT.

Data collected for handling your order is stored for a period of five years from the date of collection if the order amount is less than 120€, ten years from the date of collection if the order amount is equal to or greater than 120€. The number and expiry date of your credit/debit card are retained as evidence against the possibility of a transaction being challenged, for a period of fifteen months from the date of collection.

Other data relating to your credit/debit card are deleted once the transaction has been finalised. Data collected for commercial prospecting are kept for three years from the date you purchased your lift pass. At the end of this period, we will contact you to find out if you wish to continue receiving commercial propositions. In the absence of a positive response on your behalf, we will delete this data.

You have the right to access, amend and delete any data concerning you, which you can exercise by sending a request by letter, email or telephone to GMDS, whose contact details are given in the Legal Notices of this website.

Processing of personal data from sales on this website has been regularly declared to the CNIL.

ARTICLE 15. FILING

Orders are filed by the Operator's Ticket Office in compliance with Article L134-2 of the Consumer Code. In these conditions, the Client can access the archived order by sending a written request to said office at the afore-mentioned address.

ARTICLE 16. TRANSLATION - APPLICABLE LAW – SETTLEMENTS OF DISPUTES

Where these specific terms and conditions have been drawn up in several languages, it is expressly understood that the French version of these specific terms and conditions is the only legally binding version.

In consequence and in the event of difficulty with the interpretation or application of one of the provisions of these specific terms and conditions, the French version should be purposefully and exclusively referred to.

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

In the event of disagreement as to interpretation or application of these terms and conditions, conventional mediation proceedings can be used, or any alternative dispute resolution method (e.g. conciliation), as provided for in article L133-4 of the French Consumer Code.

If no amicable settlement can be found, the dispute shall be brought by the earliest petitioner before the competent jurisdiction.