

# GENERAL TERMS OF SALE AND USE ANNUAL SKI PASS – 2020/2021

2<sup>nd</sup> June 2020 version

SOREMET : Public limited company with a capital of 1 120 000 € registered on the trade and companies register of ALBERTVILLE, under the number 077 220 515, which head office is located in FONTCOUVERTE LA TOUSSUIRE; intra-community VAT FR46 077 220 515.

## GENERAL

The general terms and conditions of sale and use are displayed at all points of sales of SOREMET. It apply to all the ski lifts passes "annuals"; ski passes providing access to the ski areas of La Toussuire Les Bottières, and also to Le Corbier St Jean d'Arves, St Sorlin d'Arves. They are valid for the 2020-2021 Winter season and the 2021 summer season. The acquisition of a ski pass implies the full and total understanding and acceptance by the person hereinafter referred to as "the Client" of these general terms and conditions of sale and use (published and applicable version from the first day of ski), without prejudice of the usual actions of recourse. Shall any provisions of this present agreement fail, such provisions shall be considered as governed by the general practices applicable in the ski lifts sector and for the companies with their head offices in France. French is the language of contractual documents. As such, only the French version is opposable.

## SKI PASS

The ski pass consists of a key card on which the ski lift pass is registered. During its period of validity, the ski pass gives the right to freely circulate on the ski lifts for which it was issued, either in the area of the resort (La Toussuire Les Bottières) or in the whole Sybelles area, without any kind of priority.

The duration of the passes validity is defined in a consecutive period of time (i.e. 4 consecutive hours, 2 consecutive days...) unless otherwise specified. The passes which period of validity is longer than the shortest period proposed are strictly personal, non-assignable and non-transferable.

## HANDS-FREE KEY CARDS

The ski passes are issued on a hands-free key card, a re-encodable key card, rechargeable and reusable. This card is used for the acquisition of ANY TYPES OF LIFT TICKETS for a supplement of €1.50 VAT (Non-refundable). The hands-free key card is reusable one or multiple times.

## INSURANCE

The Client can choose as an option, the subscription to an insurance. This possibility is only permitted for winter seasons. The insurance covers only the ski activity. The Customer must publish a receipt reminding the characteristics of the product purchased which is essential to present in case of accident for insurance packages.

## THE PHOTOGRAPHY

The sale of a annual ski pass is subject to the handing of an ID photo, full-face, with no sunglasses nor headgear. This photo will be kept by the Company, in its computer ticketing database, in order to facilitate the possible recharge or reprint of the pass, unless specifically declined by the Client.

## CLIENT CATEGORIES AND PRICES

The public sale prices of passes and key cards are displayed at all the points of sale and are valid for the ongoing season, that is to say from the first to the last day of opening. These prices are given in Euros and include all taxes.

The client categories and corresponding prices are defined in the price list and according to the area. The client must ask for the reduction they are entitled to and present a proof justifying this reduction upon purchasing their pass (before printing it). No discounts or gratuities will be granted after purchase.

Please note that the client can only obtain reductions from de operator's sales staff. Passes are free (excluding insurance and key cards) for children under 5 years old and for adults older than 75 years old.

The client's age to be taken into account, must be the age on the first day of validity of the pass (official opening day of the ski area); the advantage of a price reduction depending on the age category is subject to the presentation of ID proofs. No complaints nor refunds will be possible once the purchase is made.

## PAYMENT TERMS AND METHODS

These payments must be made either by cheque drawn on a bank account in France made payable to the Company, or by cash in Euros (cash up to €1000), or by bank card approved by the company (Eurocard, Mastercard, Visa) or by travellers-cheques ANCV (only for individuals). It is specified that the automated ticket machines only accept the payments by bank cards (EMV norm).

## PROOF OF SALE

Every ticket issued is subject to a proof of purchase on which the nature of the ticket, its period of validity and its unique number all appear. This proof of sale must be kept cautiously in order to be able to present it in the event of any request or claim. An invoice may be provided on immediate request at the points of sale.

## CONTROL OF PASSES

The client must keep their pass at all time during the ride on the ski lift, from the departure area to the arrival area of the lift. In the case where a skier does not have a ski pass or if the pass is not valid or if it fails complying with the rules and regulations displayed at the departure of the ski lifts, should any of these infringements be observed by an approved inspector, one of the following procedures will be applied:

⇒ Either the payment of a fixed lump-sum stopping the judicial proceedings

This lump-sum allowance can reach 5 times the day pass rate, full rate (base pass Sybelles), applied by the Company (Articles L.342-15, R342-19 and R342-20 of the Tourism Code and Articles 529-3 and following the Code of criminal procedure). A file fee may be requested from the offender, within the limit of €38, if the infringer fails to perform within 48 hours following the finding of the offence ;

⇒ Or legal proceedings.

Any inspector and authorised inspector may withdraw from the ski pass the time of the check.

Authorised inspector may request the presentation of all identification documents to carry out the control.

Should the Client refuse or be unable to prove their identity, the authorised inspector will immediately report to a territorially competent police officer of the National Police or National Gendarmerie, who may then order that the Client be presented immediately to the police. Should the pass belong to a third party, the authorised inspector may immediately confiscate the pass in the aim of returning it to its legitimate owner and/or for proof purposes.

These data are intended for approved inspector, staff responsible for the recovery of debts, and in case of litigation, the administrative and judicial authorities. This treatment is based on legal and regulatory obligations.

With the aim of contending against frauds, the Client is informed that photographs are automatically taken at the moment they are going through the monitoring terminals. The aforementioned photographs will be compared by authorised inspectors who then may confound the fraudsters. The photographs are only intended for the Operator.

This treatment is based on the legitimate interest.

## LOSS OR THEFT OF THE PASS

In case of loss or theft and subject to the presentation of a proof of ID, a valid proof of purchase, the pass will be replaced for the remaining period of validity. In order to do this, the client must report to one of the points of sale, and hand in these two documents to the ticket offices personnel along with €10 (blocking charges + repurchase of a key card) and must fill in a form of "Lost skipass declaration" (available at all the points of sale). The pass being declared as lost or stolen by the holder, will be deactivated and shall no longer allow access to the ski area. All blocking is definitive and immediate.

## INTERRUPTION IN SKI LIFTS OPERATION

No compensation may be granted in the event of an interruption of the ski lifts or the early closure of the skiing area.

## REFUND

If the ski pass are not used, they will not be refunded or exchanged.

## CLAIMS

All claims must be addressed to SOREMET company within 30 days following the occurrence of the event behind the said claim without prejudice of the usual actions and statutory time limits to start proceedings, either :

- By post: 23 rue du Marolay, 73300 LA TOUSSUIRE.
- By email: [sa.sorem@sybelles.com](mailto:sa.sorem@sybelles.com)

In the absence of an acceptable answer within the period aforementioned, the client may seize the Tourism and Travel advocacy specialist whose contact details and modes of seizure can be obtained by consulting the following website: [www.mtv.travel](http://www.mtv.travel).

The notice given by the specialist does not impose on the parties to the contract. For lack of amicable settlement, the litigation can be brought to court of competent jurisdictions.

Furthermore, the European Commission has set up an online dispute settlement platform, facilitating the independent settlement of online disputes between consumers and professionals in the European union.

This platform can be accessed at the following link: <https://webgate.ec.europa.eu/odr/>

## RESPECT OF THE SAFETY RULES

Any client is bound to respect the safety rules related to the use of the ski lifts, especially the rules and regulations displayed at the departure of the ski lifts, the pictograms completing these rules as well as all the instructions given by the company staff, subject to sanctions.

The same applies to the respect of the local bylaw regarding the safety on the ski slopes and it is recommended to take account of the "10 rules of conduct for the skier on the slopes" published by the International Ski Federation (ISF).

Before purchasing its ski pass, the Client has to inquire about the equipment authorised on the ski slopes (municipal order relating to safety on the slopes), as well as the equipment authorised on each of the ski lifts (police regulations).

If the Client is denied access to the slopes or lifts for reasons of inadequate equipment, and contrary to the regulations, no refund or other consideration can be granted.

In case of material or physical injury caused by one of our lifts, the Client must notify the damage without delay to the personnel of the lift and fill in an accident report form.

## PERSONAL DATA PROTECTION

The brands, models and graphics on the different passes, posters or prices are registered and any copy is strictly forbidden.

## PERSONAL DATA PROTECTION AND PROCESSING

All of the informations request (photo, surname, first name, birth, address ...) for the sale of the ski pass is obligatory. If one or more information is missing, the sale of the ski pass will not be done.

In agreeing to communicate to the operator some personal data, the client accepts that this personal data are processed by the operator for the management of his order, and generally for the needs of the client management.

This treatment is based on the execution of this sales contract.

Some data may be requested from the client to allow the sending of commercial offers and/or satisfaction surveys.

This treatment is based on the operator's legitimate interest to developing its activities. In this case, the consent of the client is necessary.

All of this data is intended for SOREMET company only, except if the client agrees to receive a satisfaction surveys.

Travel data are also collected to fight against technological fraud (CNIL deliberation no. 2011-107 of 28 February 2011 - Single Authorization AU - 015). These data can in case of request, be transferred to the insurance organizations. The processing of travel data is also based on the legitimate interest of the Operator.

The treatment of this personal data is done under the responsibility of SOREMET company, represented by Laurent DELEGLISE, Director.

SOREMET designed Laurent DELEGLISE as responsible for personal data.

The data are kept for the following durations:

- Data relating for order management: 10 years;
- Data relating to the credit card: no conservation. The Operator doesn't have access to these data;
- Data relating to commercial prospecting: 3 years after the end of the contractual relationship;
- Travel data: 48 hours (after the end of the ski pass validity);
- Supporting documents collected during a package control: retention periods imposed by the CNIL Decision 2013-275 of 26 September 2013 (Single Authorization No. AU - 012).
- The photographs mentioned in the paragraph "Control of passes" are kept for the duration of validity of the ticket.

At the expiration of these periods, the data are deleted or anonymized, except the data collected for commercial prospecting purposes are retained for a further 3 year period if the client agrees to continue to receive commercial offers from the operator. The client has a right of access, rectification, erasure, portability, limitation and opposition to his personal data.

He has too the possibility to define the instructions on his personal data after his death.

For that, he can contact the operator:

By phone: 0479567512

By mel : l.deleglise@sybelles.com

By post: SOREMET, 23 rue du Marolay, 73300 LA TOUSSUIRE.

Also, the client is informed that he as the possibility of making a claim directly with the supervisory authority. All information on the website [www.cnil.fr](http://www.cnil.fr).

#### **COMPLIANCE WITH HEALTH MEASURES AND RULES - SPECIAL PROVISIONS**

In the context of the State of Health Emergency and in response to the Covid-19 epidemic, the Operator has put in place special provisions in response to regulatory health requirements and communicates on hygiene and social distancing measures known as "barriers".

The Client is required to comply with regulatory requirements and health measures.

Any holder of a ticket is required to comply with these sanitary requirements and measures. As such, the Client is obliged to respect both written and verbal instructions, if any, which will be transmitted to him and dispensed by the Operator and his staff, both upstream and during his presence on site and the completion of the service.

In application of article 90 of the decree n ° 2007-451 of March 25th, 2007, any person can receive the information of this paragraph on a written support, after a simple request oral or written with the aforementioned service.

**The Management Team**