

# SPECIFIC TERMS OF ONLINE SALE 2020-2021 WINTER

Version 02/06/2020

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.

## Article 1 : GENERAL

The present terms complete the General Terms of Sale and Use of the ski lifts hands-free key cards providing access to the ski area of Les Sybelles, which are displayed at all points of sale and also available on the ski lifts company's website [www.sybelles.ski](http://www.sybelles.ski). The placement of an order implies the acceptance by the person hereinafter referred to as the "Client" of these present specific terms of online sale, as well as general terms of sale and use (the general terms of sale and use contain additional pre-contract information).

Shall any of the provisions fail, such provision shall be considered as being governed by the general practices applicable in the online sale sector for the companies with their head offices based in France.

These terms solely apply to non-business, natural persons. In accordance with the Article 1369-4 of the Civil Code, all these terms are made available to the Clients who will be able to download them.

The present terms rule the online sale by the Operator, of the hands-free key cards bought or recharged on the website [www.sybelles.ski](http://www.sybelles.ski).

No opposite online sales provision may be contradictory of the owner the Operator unless they were formerly and strictly accepted by this company.

All the contractual pieces of information are written in French. As such, only the French version is opposable.

The features of the various ski passes on sale for La Toussuire Les Bottières and les Sybelles are shown on the price list available for consultation at the points of sale and on the website above-mentioned.

## Article 2 – PROPOSED PRODUCTS

The online sale enables the Client to:

- recharge a ski pass on a hands-free key card
- buy a hands-free key card and load or reload it

## ARTICLE 3- INSURANCE

The Client may choose, as an option, the subscription of an insurance.

The Client will have to print the receipt with the features of the purchased product which is essential to show in case of an accident for the passes with insurance.

## ARTICLE 4 - ORDER METHODS

Beforehand, it is necessary to register with a login and password that will be strictly personal to the Client, so that the order is registered on the website [www.sybelles.ski](http://www.sybelles.ski), except for the flash sale for which an email address is enough.

To complete the order, the client must agree with the present conditions as well as with the general terms of sale and use of the ski passes.

In conformity with the Article L. 1127-2 of the Civil Code: the Client will be able to check the detail of their order and the total price as well as correcting the potential mistakes before confirming it, in order to express their acceptance.

The Operator will notify by email the Client of their order. The information of advisement will include a recap of all the products that the Client has ordered and confirmed.

To collect the skipass:

- for orders made no later than the ninth (9) day before the customer's arrival day, packages are sent by post.
- for orders made 8 days before the customer's arrival day, packages must be picked up in point of sale of La Toussuire (front de neige).

Except for on-line reloads referred to the article 2, the completes orders (payment, photo and supporting documents) must be concluded on the website [www.sybelles.ski](http://www.sybelles.ski), no later than 8 days before the first day of validity of the ski pass.

Any order implies full acceptance of the description of the services and of the prices.

## ARTICLE 5 - ONLINE RECHARGING

The ski pass issued on a hands-free key card may be recharged depending on the products proposed by the Operator as shown on the website [www.sybelles.ski](http://www.sybelles.ski).

Once a purchase is in reload mode, the skipass must be used before recharging the holder.

Payment must be made in euros by credit card.

An acknowledgement of receipt of the order will be sent by the Operator to the Client, which must be kept, especially in case of a control when taking the ski lifts.

The reloading of the title will take place automatically during the first pass of the Client to the hands-free access terminals.

## ARTICLE 6 - PRICES AND PAYMENT TERMS

The Operator reserves the right to change their prices and the specificities of the categories entitled to reductions and/ or the conditions giving advantages, at any moment and with no notice. Additionally, the operator reserves the right to change and/ or delete in whole or in part, offers and access conditions to the offers, at any moment.

The prices and applicable conditions are those in effect on the day the Client orders. The products and/ or services ordered remain the operator's property until the price is fully paid.

The prices displayed are shown in Euros and include all taxes, and take into account the applicable VAT rate on the day of the order.

It is specified that in case of a home delivery of the order, there is no shipping costs. The price of the order is due when the order is placed and the payments must be made in Euros by bank card.

The Operator can change the prices and the definition of the categories eligible for reductions and/or preferred conditions at any time and without notice. The

Operator also can modify and/or delete all of one part of the offers and conditions of access to the offers at any time.

## ARTICLE 7 – SECURED PAYMENT

The payment by bank card is secured via la Banque de Savoie, in collaboration with SystemPay, which guarantees the confidentiality of the payments. The payment is made by virtual POS system with immediate payment.

At no time the operator is informed of the numbers the Client needs to provide. The operator is only notified by the Bank that a transfer corresponding to the amount of the order was made to their account.

## ARTICLE 8 - ORDER CONFIRMATION BY THE OPERATOR

All orders made by bank card and confirmed, will be the ones subject to the agreement from the Bank.

The rejection of authorisation of debit of the Client's bank account by their bank leads to the cancellation of the order which will be notified back to the client by a SystemPay message.

Upon finalisation and confirmation of the order on the website by the client, the Operator will acknowledge receipt of this order by email (to be kept imperatively by the Client with the recap of the order) on which appears the reservation code of the Client, code that enables the Client to collect their ski passes from the automated tickets machines or from the points of sale. The data registered by the Operator and by the secured payment system is a proof of all the transactions made between the Operator and the Clients.

You are informed (L. 221-2 of the consumer code) that you don't have the right of withdrawal in respect of distance selling. Therefore, the key cards purchased on the website are only subject to the conditions of change planned in this specific terms of online sale.

## ARTICLE 9 - ORDER DELIVERY

First purchase- ski passes bought at the latest 9 days before the beginning of the stay will be shipped by post for free.

If the Client does not have a key card starting with a number 1 or 01, they will be able to collect the ski pass from the automatic tickets machines or from the tickets offices thanks to the reservation code given on the confirmation mail of the order...

Recharging- the Client already has a hands-free key card starting a 1 or 01; they will be able to recharge the preferred pass thanks to the WTP number written on the card.

The PASS being bought may be recharged via the internet website at the latest 15 minutes before using it. The Client must print a receipt showing all the features of the product bought, which is compulsory in case of a control or accident (for ski passes with insurance). The charging of the PASS will be done automatically on the first passage at the terminals, located at the bottom of each ski lift. The data registered by the Operator is a proof of the nature, content and date of the order. In the event, there is a typing error of the WTP number, duplication of the pass on the WTP number or wrong pass selection, only the client will held responsible.

The Client may choose:

- Either to get delivered to the address provided by the client

Except in case of force majeure, the operator commits to deliver by post the key cards, at the latest 9 days before the first day of validity of the ski pass, as attested to by postmark. The operator shall not be held responsible for any inconvenience, full or partial strikes of the postal services or means of transport.

- Either to collect their ski passes from the points of sale or from the automatic ticket machines, located near our points of sale of the departing resort. The points of sale's opening hours must be taken into account. The copy of the acknowledgement of receipt will be required as well as the presentation of an official and valid proof of identity. Failing that, the ski passes that were ordered will not be delivered. The order will then be handed to the Client, subject to the signature of a receipt.

The Client who has reloaded his ski pass on the website is not affected by this article.

## ARTICLE 10- MODIFICATION OF THE ORDER

Any request to change the validity of the skipass must be addressed to the ticket office service by letter or email to the address shown on our internet website [www.sybelles.ski](http://www.sybelles.ski), 48 hours before the start of the stay.

The request of modification is valid only once, and only for the current season. The possibility of modifying the validity of the skipass is not open to reduced prices (Saturday promo for example).

## ARTICLE 11 – LIABILITY AND GUARANTY

The Operator only has the obligation of best efforts at all stages for the online sale access. The Operator's responsibility may not be held for any inconvenience or any inherent damages of the internet network, especially in case of service breach, external intrusion or the presence of computer viruses and by and large of any facts expressly qualified by the jurisprudence of a case of a force majeure.

The Client attests knowing the characteristics and limits of the Internet, in particular of its technical performances, the time it takes to look up online, to ask or forward data and of the risks linked to the safety of the communications.

Also, the Client is solely responsible for the information he provides on the website. The Operator will not be responsible for the damaging consequences inherent in a mishandling of the website by the Client.

## ARTICLE 12 – PROOFS OF METHODS

The online provision of the bank card number and by and large of the final confirmation by the Client are worth of proof for the entirety of the transaction

in conformity with the provisions of the rule n°2000-230 of 13<sup>th</sup> March 2000 as well as the request of the payment.

This confirmation is worth of the signature and express acceptance for all the operations made on the module of online sale.

The Client must keep the email of the order; this document only is binding in case of litigation on the terms of the order, especially on the occasion of a control on the ski lifts.

The information linked with the validity of the pass has no contractual value.

#### **ARTICLE 13 – INTELLECTUAL PROPERTY**

All the elements from the pages or from internet websites, that are the Operator's property, remain the exclusive intellectual property of the latter. Any copy of any contents of those pages or any simple link or by hypertext is strictly forbidden, unless otherwise previously specifically authorised by the Operator.

#### **ARTICLE 14 - PERSONAL DATA PROTECTION**

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 SOREMÉT company only, except if the client agrees to receive a satisfaction surveys.

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

SOREMÉT designed Laurent DELEGLISE as a responsible for personal data.

The data are kept for the following durations:

- Data relating for order management: 10 years;
- Data relating to commercial prospecting: 3 years after the end of the contractual relationship;

At the expiration of these periods, the data are deleted, 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.deleqlise@sybelles.com](mailto:l.deleqlise@sybelles.com)

By post: SOREMÉT, 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).

Eventually, all banking data requested from the Client when the order is made is protected by a certified encryption process.

The operator doesn't have access to this data.

#### **ARTICLE 14: ARCHIVING**

The archiving of the orders is carried out by the sales team of Les Sybelles in accordance with the article L134-2 of the Consumption Code. Under these circumstances, the Client may then access their recorded order by making a written request to the said team to the aforementioned address.

## **The Management**

