

GENERAL TERMS OF SALE AND USE ANNUAL SKI PASS – Winter 2022/2023 Summer 2023

SATVAC : Public limited company with a capital of 1 511 280 € registered on the trade and companies register of Chambéry, under the number 076 720 515, which head office is located in VILLAREMBERT; intra-community VAT FR54076720515.
SAMSO : : Public limited company with a capital 2 250 000 € registered on the trade and companies of Chambéry, under the number 419 719 992, which head office is located in SAINT SORLIN D'ARVES; intra-community VAT FR78419719992.
Contact: info@sybelles.ski.

GENERAL

The general terms and conditions of sale and use are displayed at all points of sales of SATVAC and SAMSO. It apply to all the ski lifts passes "annuals"; ski passes providing access to the ski areas of Le Corbier, Saint Jean d'Arves, Saint Sorlin d'Arves, and also to Les Sybelles. They are valid for the 2022-2023 winter season and the 2023 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 (Le Corbier, Saint Jean d'Arves and Saint Sorlin d'Arves) 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. Only the ongoing season hands-free key card benefits from a guarantee (except any technical changes to the key card)

This, only applies in case of a normal use of the key card and consists in the issue of a new key card as a replacement for a faulty key card.

INSURANCE

The Client can choose as an option, the subscription to a daily 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 an 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 photocopy of proof will be accepted. No discounts or gratuities will be granted after purchase.

Please note that the client can only obtain reductions from the 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,

-either by cash in Euros (cash up to €1000),

-either by bank card approved by the company (Eurocard, Mastercard, Visa),

-either by travellers-cheques ANCV (only for individuals),

-either by a remote payment system - digital platform accessible via connection link, in collaboration with Paybox which guarantees the confidentiality of payments (only for special contracts).

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. For any transaction, a receipt is systematically given and should be kept. 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).

→ Either, within 3 months of the finding of the infringement, with the Operator ; in the latter case, the amount of the cost of setting up the file is added to the sums due, up to a maximum of 50€.

→ 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.

SAMSO - SATVAC

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REFUND

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

CLAIMS

All claims must be addressed to SATVAC/SAMSO companies within 60 days following the occurrence of the event behind the said claim without prejudice of the usual actions and statutory time limits to start proceedings via the following link : www.sybelles.requete-online.com and the means of the requested proofs. 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.

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

Any personal data that may be collected within the framework of these General terms of Sale and Use will be processed and stored in accordance with french law N°78-017 of 6 January 1978 relating to Data Processing, Files and Freedoms as amended and Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

The refusal to provide certain personal data is likely to deprive the Customer of access to certain services.

The controller is the Operator, represented by Mr. Alexandre MAULIN, in his capacity as Chief Executive Officer.

The Customer's data is collected for different purposes depending on the case:

➤ Management of the sales order :

The data likely to be collected by the Operator are in particular : the name and surname of the Customer, his date of birth, his contact details, any proof of reduction, photograph.

In this context, the basis for the lawfulness of the collection is the execution of the sales contract which the Customer.

The data collected to manage the order will be kept for 10 years from the date of the order. At the end of these periods, the data is deleted or anonymized.

➤ Sending commercial offers or satisfaction surveys:

The data likely to be collected by the Operator are in particular: an email address.

In this context, the basis for the lawfulness of the collection is the consent of the Customer.

The data collected for the sending of commercial offers or satisfaction surveys will be kept for 3 years from the last contact and without opposition from the Customer. At the end of these periods, the data is deleted or anonymized.

➤ Fight against technological fraud:

The data likely to be collected by the Operator are in particular: displacement data.

In this context, the basis for the lawfulness of the collection is the legitimate interest of the company based on the CNIL french Deliberation No. 2011-107 of 28 February 2011 – Single Authorization AU – 015.

Possible external recipients: the Customer's insurance bodies.

The data collected to combat technological fraud will be kept 48 hours after the end of validity of the skipass. At the end of these periods, the data is deleted or anonymized.

➤ Exercise of a pass control:

The data that may be collected by the Operator include: the date, time and place of the offence, the name and surname of the offender, his nationality, his address, date and place of birth, the type of offence, his signature, a photograph. In this context, the basis for the lawfulness of the collection is the legitimate interest of the company based on CNIL french Deliberation No. 2013-273 of 26 September 2013 – Single Authorization AU – 012.

The data collected as part of a ticket control will be kept within the time necessary for the execution of the purpose and for a maximum period of 5 years from the collection. At the end of these periods, the data is deleted or anonymized.

The Customer has a right of access, rectification, portability, opposition or deletion of data concerning him that he can exercise on simple request to the following address:

By email : dpo@sybelles.ski

By mail: SATVAC/SAMSO – Immeuble Galaxie- 73300- Le Corbier.

He also has the possibility to define the guidelines relating to the fate of his personal data after his death.

He can also send a complaint to the CNIL if he considers that his rights are not respected, whose contact details are available on 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.

ENERGY RESTRICTION MEASURES

In the context of the energy crisis, the authorities are likely to impose energy restriction measures that may impact the operator's ski lift service and ski area services. In this case, the company undertakes to inform its customers as soon as possible after the authorities or energy suppliers have informed them of the expected impact of the ski lifts and the ski area. In such an eventuality, the provisions set out in these conditions (see § INTERRUPTION OF THE SKI LIFTS OPERATION).

The Management Team

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