

SPECIFIC TERMS OF ONLINE SALE

Version of August 27, 2024

OPERATOR INFORMATION:

SATVAC (Le Corbier-Saint Jean d'Arves) : 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 (Saint Sorlin d'Arves) : Public limited company with a capital of 2 250 000 € registered on the trade and companies register of Chambéry, under the number 419 719 992, which head office is located in SAINT SORLIN D'ARVES, intra-community VAT FR78419719992.

SOREMET (La Toussuire-Les Bottières) : Public limited company with a capital of 1 120 000 € registered on the trade and companies register of Chambéry, under the number 077 220 515, which head office is located in FONTCOUVERTE, intra-community VAT FR46077220515.

Contact : info@sybelles.ski

SSDS (Saint-Colomban-des-Villards) : Limited Liability Compagny with a capital of 10 000€ registered on the trade and companies register of Chambéry, under the number 833 883 440, which head office is located in SAINT-COLOMBAN-DES-VILLARDS, intra-community VAT FR33883883440.

Contact: commercial@saintcolomban-ssds.com

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. 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.

The present terms rule the online sale by the Operator, of the hands-free key cards bought or recharged on the website www.lesybelles.com.

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, Le Corbier, Saint Jean d'Arves, Saint Sorlin d'Arves, Saint-Colomban-des-Villards 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 a daily 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, 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.

It is up to the Customer to select the correct validity dates of his skipass.

Any order implies acceptance of the description of services and 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.

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.

ARTICLE 6 - PRICES AND PAYMENT TERMS

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 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.

ARTICLE 7 – SECURED PAYMENT

Payment is possible in several ways: payment by bank card and payment by connect holiday vouchers for SATVAC, SAMSO and SOREMET.

The payment by bank card is secured via a banking institution in collaboration with a system, 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.

Payment by connect holiday vouchers, the digital format of ANCV vouchers, is possible online for SATVAC, SAMSO and SOREMET, directly and jointly on the website www.sybelles.ski and via the ANCV holiday voucher application.

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.

Orders with payment by holiday vouchers and confirmed will be those that have been agreed by the ANCV organization via the ANCV holiday voucher customer area. The refusal of the authorization to debit the Customer's ANCV account by its application therefore results in the cancellation of the order process.

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.

Also, the Customer is informed, pursuant to Article L. 221-2.9° of the Consumer Code (French law), that he does not have the right of withdrawal in distance selling. Consequently, the tickets ordered on the website are exclusively subject to the modification conditions provided for herein.

ARTICLE 9 - ORDER DELIVERY

First purchase :

- For orders for the first online purchase placed no later than the tenth day before the day of the Customer's arrival at the resort, the passes may be sent by post. In this case the postmark prevails. The Operator cannot be held responsible in the event of disruption, partial or total strike of postal services, means of delivery and transport.

- After this 10-day period, the passes must be collected either at the sales desks or at the configured automatic terminals. The order confirmation will then be required as well as the presentation of an official identity document in force. Failing this, the ski passes ordered cannot be delivered.

Reload:

If the Customer already has a hands-free card whose WTP* begins with 01-1614, he can top up the desired package using the WTP number on his card.

The ticket purchased during the procedure can be recharged via the website, at the latest ½ hour before the start of validity. The Customer must issue a receipt recalling the characteristics of the product purchased, which is essential in the event of an inspection or accident (for packages with insurance). The loading of the ticket will take place automatically during the first passage at the terminals, located at the start of each ski lift. The data recorded by the Operator constitutes proof of the nature, content and date of the order. In the event of an error in entering the WTP number, duplicate title on the WTP number, incorrect selection of the title, only the Customer will be considered responsible.

*WTP**: identification number of the electronic chip of the hands-free support comprising 23 digits and starting with "01-1614".

ARTICLE 10- MODIFICATION OF THE ORDER

Any request to change the validity of the skipass must be addressed to the ticket office service via the following link : www.sybelles.requete-online.com and at least 48 hours before the beginning 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 13th 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

Any personal data that may be collected within the framework of these Specific terms of Online Sale 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 Client of access to certain services.

The controller is the Operator, represented by :

- For SATVAC, SAMSO and SOREMET: Mr. Laurent DELEGLISE, in his capacity as Executive Officer.
- For SSDS: Mr. Pascal DE THIERSANT, in his capacity as Manager.

The Client'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 Client, his date of birth, his contact details, any proof of reduction, photograph (only season skipass).

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

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 Client.

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 Client. At the end of these periods, the data is deleted or anonymized.

The Client 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 ou commercial@saintcolomban-ssds.com

By mail:

- SATVAC/SAMSO: Immeuble Galaxie- 73300- Le Corbier.
- SOREMET : 23 route du Marolay, 73300, La Toussuire.
- SSDS : La Pierre, 73100, Saint-Colomban-des-Villards.

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.

ARTICLE 15: ENTRY INTO FORCE AND AMENDMENT

These special conditions for distance selling come into force from August 27, 2024.

The Operator reserves the right to modify them at any time.

The management team