

Special conditions for on-line ski pass sales

1 - Generalities

On passing an order, the purchaser, hereafter called the « Client » agrees to be bound by the current special conditions for on-line ski pass sales.

Should an event occur which is not covered by these current conditions, it will be governed by the rules in use by ski lifts companies based in France.

These conditions complement the « General sales and usage Conditions » for ski passes which are posted in all the sales point and available on the Internet site.

The characteristics of the different ski passes on sale (geographical area, validity period ...) are presented in the tariff grid available from all sales points and on the above mentioned Internet site.

These on-line sales concern the order and purchase of ski passes. The Client will have the choice of either recharging his ski pass on the site www.valthorens.com, or collecting it, without charge, from one of the self-service distributors in the resort, or having it posted to his home address.

All legally binding information is given in French.

2 - Conditions of use

On-line ski pass purchases are subject to the current special conditions as well as to the general sales and usage conditions, and can be downloaded from the following address : www.valthorens.com.

The tariff grid can be consulted on the site www.valthorens.com. The tariffs are in Euros, net of all taxes.

3 – Manager

The Val Thorens ski area manager is:

SETAM – Le Génépi – 73440 Val-Thorens

All requests for information should be addressed to :

forfaitinternet@valthorens.com

4 – How to order

Ski passes may be purchased on-line by connecting to the Internet address : www.valthorens.com. The order will only be accepted on the Internet site www.valthorens.com if the Client is clearly identified :

- either by entering his personal access code (log in + password)
- or by completing the on-line form to obtain his access code.

To confirm the order, the Client must accept the current conditions as well as the general ski pass sales and usage conditions. In accordance with article 1369-5 of the Civil Code: The Client has the possibility to check the details of his order and the final cost, and to correct any eventual errors, before confirming the details and accepting the order.

5 – Recharging on-line

The ski pass issued on a support that can be recharged with one of the products on offer by the SETAM on the Internet site : www.valthorens.com.

If the pass is to be sent to the Client's address, the order must be passed at least ten days before the first day's skiing. However, for recharging or collection in the resort from one of our distributors, no delay is applicable, and the purchase is immediate.

SETAM - Le Génépi 73440 VAL THORENS Tél. +33 (0)4 79 00 07 08 setam@valthorens.com – Site :
www.valthorens.com

N°identification TVA : FR 30 776 220 584 – R.C.S. Chambéry : B 776 220 584 – SIRET 776 220 584 00028 –
Code APE : 4939 C RC Exploitation des remontées mécaniques

The ski pass will be automatically validated the first time that the Client passes through a hands-free turnstile in the resort of Val Thorens.

6 - Tariffs and means of payment

The prices indicated are in Euros, net of all taxes, including the VAT rate applicable on the day that the order is passed.

Full payment is required when the order is passed and all payments must be in Euros. Whatever the duration of the ski pass, except for recharging supports or passes collected in the resort, all transactions effectuated on the Internet are subject to a fixed charge of ten Euros to cover postage.

Payment must be effectuated by credit card (Visa, Eurocard, MasterCard or American Express) ;

It should be noted that credit card purchases use the Credit Agricole secure payment system, in collaboration with E-Transaction guaranteeing the confidentiality of the payments. The payments are effectuated using a virtual payment terminal with immediate payment/debit.

At no time does the SETAM have knowledge of the numbers that the Client has to provide.

The SETAM is only advised by the Bank that a payment corresponding to the amount of the order has arrived in its bank account.

7 – Confirming the order

Orders deemed as paid and confirmed, are those which have been subject to bank agreement.

The refusal by a bank to authorise the debit of a Client's bank account leads to the cancellation of the order. In this case the Client will be informed of the payment refusal.

When the order is validated on the site www.valthorens.com and confirmed by the Client, the SETAM will send a confirmation email summing up all the different elements of the booking. This document should be printed out and presented for any further requests.

8 – Ski pass delivery and collection

Ski passes purchased on-line will be posted to the address indicated by the client within a delay of 10 days.

If the ski passes do not arrive before the Client leaves to come to the resort, he should present himself at one of the SETAM ski pass ticket offices, along with his purchase confirmation, to collect new ski passes.

The SETAM cannot be held responsible for any problem out of their control including a total or partial strike by the postal or transport services.

The Client can also collect his ski pass(es) from one of the self service distributors in the resort of Val Thorens, on arrival and during opening hours, by using his personal dossier number which he received by email.

9 – Absence of the right to retract

In accordance to article L121-20-4 of the Consumers' Code : the sale of transport tickets is not covered by the right to retract planned in articles L121-20 onwards of the Consumer's Code concerning on-line and telephone sales.

10 – Order modifications and cancellations

Once the ski pass order has been confirmed by the Client, the ordered ski pass cannot be modified. However, by simple request, at least one day before the first skiing day, the ski passes may be reimbursed by bank credit within a delay of two weeks, subject to a handling charge of ten Euros.

In addition, any time up to and before the end of the first day's skiing at the latest, the ski passes may also be exchanged (for a different duration or different ski area) at the ski lift ticket offices.

11 – Responsibility and guarantees

The SETAM is only bound to provide the means for the on-line sales.

The responsibility of the SETAM cannot be engaged for any inconvenience or damages due to the use of the Internet, notably by a service cutting out, an exterior intrusion or the presence of a computer virus and, in a general manner, for any other event which can be qualified by law as a "force majeure".

The Client declares knowledge of the characteristics and limits of the Internet, in particular its technical performances, the reply time for consultations, questioning or transferring data and the security risks linked to

these communications.

12 – Proof of purchase

Giving his credit card number on-line and, in a general manner, the final confirmation of the order by the Client, is taken as proof that the whole of the transaction has taken place, in accordance with the law n° 2000-2 30 dated 13th March 2000 and that payment is due.

This confirmation acts as a signature and binds the Client to complete acceptance of all the on-line sales system's operations.

It is imperative that the Client conserves his email confirmation. This is the only legal document which will be accepted should any litigation occur concerning the terms of the order, notably during a control on the ski lifts. The information on the support itself, concerning the validity of the ski pass has no legal value.

13 - Protection of personal data

All the bank details requested of the Client when he passes order are protected by a SSL guaranteed, cryptographic system.

The treatment of personal data from the sale on this Internet site has regularly been declared to the CNIL. The information that Clients provide on the site, allow the SETAM to treat and execute the orders passed on the site.

In accordance with article 32 of the Computing Code, the SETAM informs its Clients that it will use this data, notably in sending the Client commercial offers.

14 – Data filing

The filing of the orders is managed by the SETAM's Ticket Office Service in accordance with article L134-2 of the Consumer Code. In accordance with these articles, the Client may access his filed order by written request to the service concerned at the above-mentioned address.

15 - Only the information contained on the ski pass microchip is deemed authentic.