

# **SPECIFIC CONDITIONS FOR THE ONLINE SALE OF SKIPASSES**

## **1 – GENERAL RULES**

The conclusion of an order using our website means the “customer” agrees the following specific conditions for online sales.

Should a disposition be missing, it would be covered by the prevailing rules of online sales for the companies having their head office in France.

Those conditions come together with the “Terms and conditions for the sale and use of lift passes” displayed in every ticket office and also displayed on the website homepage.

According to the Civil Code article n°1369-4, those conditions stay to the customers disposal, who can download them. They are displayed in French language.

Every pass bought online will be issued on a card displaying :

- name and firstname
- date of birth
- photograph if requested
- number

Attention : it is highly recommended for a pass-user to write its number down or keep the receipt which he would have to give to the skilift company in case of loss or robbery (compulsory).

## **2 - PRODUCT : SKIPASS on a CARD**

The pass is sold through the skilift company website. It is defined as “hands-free” pass, printed on reloadable cards, and allowing the user to pass through the turnstile and get to the lift.

The characteristics of every pass (area covered, duration...) are presented in the prices information on the website.

## **3 – TERMS OF ONLINE SALES**

The order will only be effective on the internet website if the customer identified himself :

- by entering his personal access code (login and password)
- by filling the online form giving him his access code.

The order is made of a succession of pages with date entering.

The customer must accept the terms to complete the order.

According the Civil Code article n°1369-5, the customer can check his order details and complete price, and correct mistakes, before confirming it.

The skilift company will acknowledge receipt of order with an e-mail. This will come up with a summarization of the ordered products.

Except for top-up, the complete online orders (including payment, photographs and ID if requested) must be made at least 15 days (out of France and overseas French departments) or 10 days (France) before date of use in order to allow time for home delivery. Should those dates not be honoured, the customer won't get his order delivered at home.

However, the complete online orders orders (including payment, photographs and ID if requested) can be made minimum 3 days before date of use. In that case, the customer will have to withdraw the passes in the Central Ticket Office from the day before date of use, during opening hours of the Office.

Every order means agreement of the customer with services and prices.

#### **4 – PRICES AND PAYMENT**

The prices displayed on the internet websites are in Euros and include all taxes valid at the date of order.

The booking fee is paid by the customer together with his order.

The order payment is due when ordering and will be made in Euros by credit card online.

This online card payment is secured by the Credit Agricole bank, together with E-transactions (Online secured payment service from the Credit Agricole), which guarantees payment security. The payment is made via virtual terminal with immediate debit.

The ski-lift company never knows the numbers the customer has to provide. It is only aware that the bank received a transfer corresponding to the order.

#### **5 – ORDER ACKNOWLEDGEMENT**

The orders paid by credit card will only be confirmed once the agreement from the bank received.

The lack of debit authorization from a customer account implies the cancellation of the order.

Once the order finished on the website and confirmed by the customer, the ski-lift company acknowledges receipt by e-mail (to be kept by the customer together with the order summary).

#### **6 – ORDER DELIVERY**

This is the customer's choice to :

- receive the passes at home : except case of force majeure, the ski-lift company must deliver the passes at customer's home minimum 1 day before his arrival in the resort
- withdraw the passes in the sales point he chose at the end of the order during opening hours, and from the day before first day of ski.

The copy of the e-mail acknowledging the order, as well as an ID, will be requested to get the passes : no delivery can be made without this.

The order will then be given to the customer who has to sign a receipt (except for skipass top-up).

#### **7 – SPECIFIC TERMS FOR ONLINE TOP-UP**

The pass put on the ski'card can be reloaded by a selection of products proposed by the ski-lift company, via the internet website, at least 24 hours before start of validity of these products.

Payment will be made by online credit card. An order acknowledgement is sent to the customer who has to keep it together with his order summary.

The activation of the reloaded pass is automatic when going through the first turnstile.

#### **8 – REVOCATION RIGHT**

Following the Consuming Law article number L 121-20-4, the revocation right defined in articles L 121-20 and after is not suitable for the online sale of skipasses.

## **9 – ORDER FOLLOW-UP**

The Central Ticket Office is opened to any customer inquiry at following address :

GRM LA CLUSAZ – 26 route de l'Etale – BP 35 – 74220 LA CLUSAZ - FRANCE

E-Mail : [forfaits@skipasslaclusaz.com](mailto:forfaits@skipasslaclusaz.com)

## **10 – WARRANTY AND RESPONSABILITY**

The ski-lift company does not guarantee its websites will be free from errors, bugs or misworking, neither that those can be corrected, or even that the websites will work without breakdown neither will be fully compatible with a specific configuration or material other than the ones agreed by the ski-lift company.

The ski-lift company is not liable for any misworking due to a third party software even this one is part of the websites.

The website owner is not liable for any predictable / unpredictable damage (including profit loss...) due to the use or global / partial impossibility to use the website. At last, as the owner cannot check the whole websites linked by hypertext links, it cannot be liable for their contents.

The customer declares he is aware of the internet characteristics and limits such as technical performance, response delays to consult or transfer data and the risks linked to communication security.

## **11 - PROOF**

The online supply of credit card number as well as the order final confirmation are the proof of transaction according to the law n° 2000-230 dated march 13th, 2000, as well as payability of the complete amount.

The customer confirmation means signature and acceptance of all operations made on the website.

## **12 – INTELLECTUAL PROPERTY**

All website pages elements, property of the ski-lift company, remain the intellectual property of this last one.

Every reproduction of one element from those pages, by simple or hypertext link, is strictly forbidden unless prior authorization from the ski-lift company.

## **13 – PROTECTION OF PERSONAL DATA**

Every personal data asked to the customer when placing an online order are protected by encryption.

The use of data coming from the online sales is regularly declared to the CNIL. The information given on the website allow the ski-lift company to deal with orders placed on the website.

In accordance with article 32 from Loi Informatique et Libertés, the ski-lift company give information to the customer regarding the use of those data.

## **14 – FILING**

The filing of orders is being done by the Internet and Sales administration of the ski-lift company, according to article L134-2 of the consuming law.

#### **15 – CONTRACT LANGUAGE**

The language of contracts and orders placed online is French.