

# General Sales and Usage Conditions for ski passes

## GENERAL CONDITIONS

The purchase of a ski pass implies the knowledge and acceptance by the purchaser (hereafter called the « Client ») of all the current general sales conditions, without prejudice to his normal legal rights.

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.

## 1 - SKI PASSES

The **ski pass** is composed of a **support** on which a **transport ticket** has been registered.

Two types of ski passes exist: « dated » passes for which the dates of the 1<sup>st</sup> and last skiing days are fixed, and « non dated » passes for which there is no precision as to the 1<sup>st</sup> day of skiing. For « non dated » passes, the countdown of the number of skiing days starts the first time that the pass is used, irrespective of the time of day, and continues without interruption until the pass is finished.

For « dated » passes, the dates cannot be modified except in exceptional circumstances as agreed by the operator .

A ski pass gives access, during its validity and in accordance with the conditions below, to all ski lifts which are working in the ski area corresponding to the category of the pass. (Val Thorens – Orelle, Vallée des Belleville or 3 Vallées)

During its validity period, the pass is strictly personal and cannot be either sold or transferred. It may not be loaned, either free of charge or against payment.

## SUPPORTS AND TICKETS

Ski passes are sold on rechargeable supports.

Other than being rechargeable at the ticket offices, the supports also allow one to purchase a ski pass for half a day up to 28 consecutive dates (Adult 13 to 64 years old, child 6 to 12 years old in Val Thorens and 5 to 12 years old in the 3 Vallées and the Vallée des Belleville, , senior 65 to 74 years old only) by connecting to the following Internet address : [www.valthorens.com](http://www.valthorens.com)

The holder of a rechargeable support does not receive any reduction on the price of the ticket when it is recharged.

Until the ski pass which is registered on the support is totally finished, no other ticket can be registered, except that of an extension for the Vallée des Belleville or 3 Vallées.

The rechargeable supports can be reused one or several times and are guaranteed for a two year period.

This guarantee only covers normal usage of the support. In this case, the defective support will be replaced by a new one.

## 2 – Ski pass issuing conditions

### 2.1 PHOTO AND PROOF OF IDENTITY

The sale of “season passes” and free ski passes require a recent photo, front view, without sunglasses or head covering.

This photo will be kept by the SETAM, in its computer ticket base, for at least all the time that the ski pass is valid, and perhaps longer, to facilitate any eventual recharging or re-emissions of the pass, unless the Client specifically refuses.

### 2.2 TARIFFS – REDUCTIONS AND FREE PASSES

All ski pass tariffs are displayed in the ticket offices. These tariffs are in Euros, net of all taxes. They can also be consulted on the internet site: [www.valthorens.com](http://www.valthorens.com).

Reductions or free ski passes are available for different categories of people depending on the conditions available in the sales points and on presentation, when the pass is purchased, of proof that the reductions or free pass is applicable.

No reduction or free ski pass will be accorded after purchase.

The age of the Client taken into account is that on the first day that the ski pass is valid.

### 2.3 METHODS OF PAYMENT

Payment is accepted:

- In Euros;
- In certain foreign currencies (US Dollars, Canadian Dollars, Pounds Sterling, Swiss Francs, Norwegian Coronas, Swedish Coronas and Danish Coronas)
- By a cheque on a French bank account and payable to SETAM, presented along with a piece of identity
- By credit card (Visa, Eurocard Master Card or American Express);
- By valid ANCV holiday cheques.

In addition, sales using the ski pass distributors and the recharging machines can only be made using only by certain credit cards (Visa, Eurocard Master Card).

## **2.4 SALES RECEIPT**

Each ski pass emission, except « group day ski passes », will generate a **sales receipt** on which is shown the ticket type, its validity and its individual number.

This receipt must be kept carefully as it will be required for any future requests. It is highly recommended not to keep it in the same pocket as the support itself.

## **3 – REIMBURSEMENT OF PASSES**

### **3.1 PARTIALLY USED OR UNUSED SKI PASSES**

If the ski passes are not used, or only partially used, **they cannot be either reimbursed or exchanged.**

### **3.2 LOSS, DESTRUCTION OR THEFT**

If the pass is lost, destroyed or stolen, subject to presentation of the proof of purchase, the ski pass will be replaced for the remaining period, after a payment of ten Euros handling charge. The lost ski pass will be cancelled.

### **3.3 CLOSURE OR INTERRUPTION OF THE LIFT SYSTEM**

Holders of a valid purchased pass may have 'compensation' offered at the end of their stay for any prejudice caused by a **full and consecutive stoppage of the Val Thorens lift system**, and this for a period of more than half a day.

The Client may receive, subject to proof:

- either an immediate prolongation
- or, on written request, a credit note showing the number of ski day(s), which must be used by the end of the third winter season following that in which the compensation is granted
- \* Or a deferred reimbursement against receipt of documents produced within two months; in this case reimbursement will be made within the four months following receipt of those documents. This will be equal to the difference between the price paid by the customer and the number of days that the lift system was open multiplied by the daily flat rate price.

The Client cannot claim any sum or other service which exceeds this flat rate compensation.

Only a full and consecutive stoppage of the **Val Thorens ski lift system** for more than half a day guarantees compensation for 3 Vallées and Vallée des Belleville pass holders purchased in Val Thorens.

An interruption of the link between the 3 Vallées and the Vallée des Belleville due to bad weather is not sufficient to claim compensation.

### **3.4 ILLNESS OR ACCIDENT OR ANY OTHER PERSONAL EVENT**

No ticket reimbursement will be accorded for accident, sickness or any other personal cause, whatever the validity period of the pass.

Insurance is available to cover this risk and further information may be obtained from the ticket offices.

## **4 – SKI PASS CONTROLS**

The Client must be in possession of his ski pass during his entire trip on the ski lift, from the departure area right up to the arrival area. To help the recognition of the coded information at the checking terminals, the pass must be worn on the left-hand side, preferably away from all mobile phones, keys or any form of packaging made totally or partially from aluminium. In addition, the Client must ensure that he does not have on him two valid ski passes.

### **CONTROLS**

The different age categories are systematically controlled at the bottom of the lifts and are indicated by different coloured lights. All passes must be presented whenever requested by the operator.

The absence or misuse of a ski pass or even the non-respect of the rules and regulations posted at the bottom of each ski lift, will imply :

- either the payment of a fixed fine to avoid legal action.

This fixed fine is equal to FIVE times the value of the day's ski pass for the corresponding category of age and the sector chosen, to which may be added, if appropriate, a handling charge whose amount is fixed by the current rules and regulations (a maximum amount of 38,11 Euros).

(Articles L342-15, R342-19 and R342-20 of the Tourist Code and Articles 529-3 onwards of the Legal Code ) ;

- or legal action.

Official controllers may request the presentation of all documents which justify the application of special prices to the holder of a reduced price or free ski pass.

If the Client refuses or cannot justify his identity, the official controller will immediately inform a member of the police force who is legally authorised to request this information .

If the ski pass belongs to a third party, the official controller will confiscate it the ski pass in order to return it to its proper owner.

In addition, the forgery of a ski pass or use of a forged pass may be subject to legal action as well as damages and interest (decree No. 86.1045 dated 18.09.1986). In this case , the ski pass may be confiscated as official evidence.

## **5 - COMPLAINTS**

All complaints should be address to the SETAM within a delay of two months following the event concerned by the complaint, at the following address: SETAM, Service Clientèle, Le Génépi, 73440 VAL-THORENS.

## **6 - PROTECTION OF PERSONAL INFORMATION DATA**

All the information requested by the SETAM for the processing of a ski pass is obligatory. If one or several pieces of the obligatory information are missing, the ski pass cannot be processed.

Certain data (postal address, email, Tel.) may also be requested from the Clients by the SETAM for commercial purposes, according to the rules laid down by the LCEN law dated 21<sup>st</sup> June 2004.

Data concerning the Client's use of the ski lifts will also be collected in order to improve the management of access to the ski lift system and the control of ski passes. Data is also collected for statistical reasons.

All the data is for sole use by the SETAM.

In accordance with the law concerning computer data information and liberty dated 6<sup>th</sup> January 1978 and modified by the law dated 6<sup>th</sup> August 2004, Clients have a right to oppose, modify, correct and eliminate data which concerns them, by writing to the company at the following address: SETAM, Traitement automatisé, Le Génépi, 73440 VAL-THORENS.

Data processing manager : Ticket Offices

Treatment process : Ticket sales and control

In accordance with article 90 decree n°2005-1309 dated 20<sup>th</sup> October 2005, all persons may receive the information contained in this paragraph in writing, by simple oral or written request to the relevant service.

## **7 – TRANSLATIONS AND APPLICABLE LAW – LITIGIOUS SETTLEMENTS**

Given that these current Rules and Regulations have been printed in several languages, it is expressly understood that the French version of the Rules and Regulations is the authentic legal version.

In consequence, if there is a problem in interpretation and application of one of the points in these Rules and Regulations, the French version should be used as reference.

The current Rules and Regulations are subject to French law for all interpretation and application.

If no out of court settlement can be found, the litigation will be judged by the Albertville court of justice.

## **8 – ONLY THE INFORMATION CONTAINED ON THE SKI PASS MICROCHIP IS DEEMED AUTHENTIC.**