

TERMS AND CONDITIONS  
FOR THE USE OF LIFT TICKETS AND WINTER ACTIVITIES

MERIBEL ALPINA

SAS (Simplified Joint Stock Company) with a capital of €3,287,169.01

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Registered at ORIAS as an Intermediary Insurance Agent under number 17007390 ([www.orias.fr](http://www.orias.fr))

Insured for professional liability in accordance with provisions of Article L220-1 of the Insurance Code, with Allianz IARD Entreprise - 1, cours Michelet- CS 30051 - 92076 Paris La Défense Cedex, France.

Hereinafter referred to as "the Operator".

**Article 1. GENERAL CONDITIONS**

These general conditions apply to all ski lift tickets (hereinafter referred to as "Tickets") issued by the Operator which give access to the Méribel Valley ski areas (an area linked with the Méribel-Mottaret ski area) or the Three Valleys (area linked with the ski areas of Courchevel, Méribel-Mottaret, Val Thorens-Orelle and Les Menuires) and the fun Mission Black Forest activity (hereinafter referred to as the "Activity").

These terms and conditions are **applicable from 30/11/2021** and are valid only during the winter season.

These terms and conditions are supplemented by the Terms and Conditions for the Sale of Tickets of the body that sold the Tickets to the User.

The terms of sale for tickets valid during the summer season are specified in a separate document.

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

**The acquisition of a Ticket implies knowledge and acceptance by the purchaser (hereinafter referred to as "the User") of all of these terms and conditions, without prejudice to existing appeal procedures.**

**NOTE:**

### **The User must retain:**

- **the receipt** which is given to him when he buys a Ticket from the Operator;

This receipt gives details of the ski area, category (adult, child, etc.), expiry date, Keycard number of the Ticket and, (if purchased) insurance.

- the **Keycard number** on the Ticket card, in the case of purchase from a distributor.

He will be required to present this to the Operator during a ticket inspection or as a supporting document in any claim (eg, emergency, loss or theft of Ticket, or claim) against the Operator or another 3 Valleys operator if required.

**All Tickets are strictly personal, non-assignable and non-transferable.** It is therefore the responsibility of the User to look after his Ticket so that it cannot be used by another person.

### **ARTICLE 2. TICKET INSPECTION AND ACCESS TO ACTIVITIES**

Each Ticket, issued on a numbered material format, can be used for a predetermined period of validity and age category. Information relating to the validity of the Ticket written on the support has no contractual value. Only the information contained in the chip has legal validity.

During its period of validity, each Ticket gives free movement on the lifts of the ski area for which it was issued, without giving any priority of any nature whatsoever.

The ski area covered by Ticket is defined on the piste map of the winter season in question and during the periods when the lifts are open, which are displayed at the Operator's sales offices and / or at the foot of the ski lifts, subject to weather and snow conditions.

The User must be in possession of his Ticket (accompanied by the **receipt**) during his entire trip on each ski lift, from start to finish areas, so it can be detected by an automatic inspection system or be shown to any official inspector working on behalf of the Operator or any other Three Valleys operator who has the right to ask him for it.

In the absence of a Ticket, the use of an invalid Ticket or the failure to comply with the regulations posted at the ski lifts, detected by an official inspector working for the Operator or another Three Valleys operator, the offender may regularize his situation by the immediate payment of a lump sum in addition to the amount due for a ticket.

This lump sum is equal to **FIVE times the value of a day ticket, as set by the regulations in force** (Articles L342-15, R342-19 and R342-20 of the Tourism Code and section 529-3 and following of the Criminal Procedure Code).

Official inspectors are entitled to demand presentation of all documents providing evidence of price reductions granted to the holder of a reduced-price or free pass. The different age categories are systematically checked at turnstiles as shown by different coloured lights.

If the offender refuses or is unable to prove his identity, the official inspector shall immediately report the event to a police officer, who may then immediately order the inspector to present the offender.

The procedure described in the preceding paragraph shall be terminated immediately if the offender proceeds to pay all the sums due in relation of the transaction. A receipt will then be issued.

The offender has the time limit provided by law:

- To settle the amount of the transaction which includes:
- The amount due for the Ticket;
- A lump sum payment;
- Plus administrative fees, in accordance with the provisions of article 529-4 of the Criminal Procedure Code;
- Or lodge a protest with the Operator.

If the payment is not made within the legal deadline and in the absence of a lodged protest, the offender is subject to criminal prosecution in accordance with the provisions of Article 529-5 of the Criminal Procedure Code.

Finally, the fraudulent use of a Ticket (an expired, falsified, or counterfeit Ticket, or one used by a third party) will lead to its immediate withdrawal and, if applicable, legal proceedings.

### **ACTIVITIES**

**Access to an Activity is conditional upon the presentation of the receipt. Failing this, access will be refused, with no possible recourse by the User against the Operator.**

### **ARTICLE 3. DEFECTIVE TICKET CARDS**

#### **Recommendations for use:**

To allow the encoded information to be read when passing through the turnstiles, the Ticket should be placed in a left-hand pocket, preferably away from a mobile phone, keys or any sort of packaging made from or including aluminium.

The card should not be folded or perforated or placed near a heat source.

In the case of a malfunction or defect to a single-use card (during the Ticket's period of validity) or re-encodable card (within three years), the Operator will, at its expense, replace the card at one of the Operator's sales offices.

However, if after verification, the defect in the card is attributable to the User (eg non-compliance with instructions for use), the Operator will charge the cost of replacing the defective card at the current rate.

If the defective card was issued by another Three Valleys operator, this request cannot be processed by the Operator.

The User must send his request to the relevant operator in accordance with that operator's Terms and Conditions.

#### **ARTICLE 4. TICKET LOSS OR THEFT**

The following provisions apply only to Tickets issued by the Operator which give access to the Activity.

Therefore, if the lost or stolen Ticket was issued by another Three Valleys operator, this request cannot be processed by the Operator.

The User must send the request to the relevant operator in accordance with that operator's Terms and Conditions.

##### **• Information required**

In the case of Ticket loss or theft, **regardless of its duration**, or a ticket which gives access to the Activity, the User must submit a declaration to the Operator's sales offices and provide the following documents:

##### **Case no. 1: For a User who acquired and paid for his Ticket/Activity directly from the Operator's sales office or website**

He must provide **proof of purchase** (the receipt issued by the Operator at the time of Ticket purchase if purchased in person, or a copy of the Internet booking confirmation), in support of his request for a duplicate.

##### **Case no. 2: For a User who acquired his Ticket from a distributor (eg accommodation provider, tour operator)**

He must provide the **Keycard number** of the Ticket support to the Operator.

A User who does not have a receipt issued by the Operator, must note and record this number as soon as it is issued by the distributor.

##### **• Administrative Fees**

For the issuing of a duplicate, the User must also pay an **administrative fee** of ten euros, inclusive of all taxes (€10).

##### **• Issuing of a duplicate**

- Any Ticket that has been reported to the Operator by the User as lost or stolen will be deactivated by the Operator and will no longer give access to the ski area and/or the Activity.

- Subject to the usual checks on the day of the declaration of loss / theft made at the Operator's sales office before closing time, the User may collect from the sales office a duplicate (for the remaining term of the Ticket or the Activity).

- NOTE: If the User cannot provide the above mentioned information necessary for the issuing of a duplicate, a duplicate will not be provided by the Operator, and the user will have no recourse against the Operator.

## **ARTICLE 5. COMPLIANCE WITH SAFETY RULES**

All Users must comply with the lift safety regulations, including regulations posted at the ski lifts, and the accompanying pictograms and all instructions given by the Operator's staff, under penalty of sanction.

The same holds for complying with local bye-laws relating to safety on the slopes and you are advised to follow the "10 rules of good conduct for slope users," published by the International Ski Federation (FIS).

The User and/or those accompanying him must take note of the conditions of access (e.g. minimum age and/or height) and the safety rules relating to the Activity (e.g. municipal by-law, regulations), which are displayed at the points of sale and/or at the start of the Activity and/or on the Websites, in order to assess their suitability for the Activity.

The User is required to respect the said conditions and rules, the pictograms that accompany them, as well as any safety instructions given by the Operator's staff, under penalty of refusal of access and/or sanction.

**NB: Minors are placed under the responsibility of their parents or the persons to whom they have entrusted their care.**

## **Article 6. COMPLIANCE WITH HEALTH MEASURES AND RULES (SPECIAL PROVISIONS)**

As part of the legislative texts in force to deal with the Covid-19 epidemic, the Operator has put in place special provisions in accordance with health and social distancing rules known as "barrier measures".

The User is required to comply with all regulatory requirements and sanitary measures as soon as they come into force (detailed <https://www.skipass-meribel.com/en/covid19>). In accordance with the applicable regulations and unless modified, a Health Pass is required to access the ski lifts for people over 12 years old. In the event of a control and without the presentation of a valid health pass (under the conditions in force on the day of the control), access will be refused.

The User also undertakes to respect the instructions, both written and verbal (and accompanying pictograms where applicable) which will be given to him by the Operator and his staff, both before the purchase of his Pass(es) and/or Activity(ies) and during his presence in the ski areas referred to in **article 1**, and while using the service.

In line with current legislation and regulations in the fight against Covid-19, the Ski Area Operator has implemented a number of special provisions to meet regulatory health guidelines and is sharing information about the hygiene and social distancing measures that are in place.

The User must respect all of the regulatory health guidelines and hygiene measures as soon as they come into effect. For more information, please check the applicable health protocol [1].

Masks must be worn by anyone from the age of 11 and above (recommended for the 6 to 11 year olds), on all ski lifts (including queues). Users must wear an approved mask – this can be either a

surgical mask or a class 1 medical mask (AFNOR certified SPEC S76-001). Neck warmer masks can be used as long as they provide filtration and meet the same authorised standards.

From December 4th 2021, the health pass will be compulsory for anyone aged 12 and above. In line with applicable regulations, anyone who does not comply, and who is unable to show a valid health pass during checks will not be allowed to use the ski lifts. French government decisions may evolve according to the health situation.

The User must respect all written and verbal instructions (as well as any additional pictograms) given by the Ski Area Operator and their employees, both before purchasing their skipass(es), and during their time on the ski area.

## **ARTICLE 7. PROTECTION OF PERSONAL DATA**

### **Users' movements:**

Data on Users' movements is collected for the purpose of managing access to the lifts and Ticket inspections. This processing relates to the transport contract to which you are party.

The data collected will be used by Méribel Alpina.

The collected data are kept for the time necessary to achieve the above-mentioned purposes.

### **Photographs of Users:**

The personal data collected when Users travel (with the exception of photographs taken on the Legends chairlift) are processed in order to:

- Allow Users to access the ski lifts. This processing is necessary for the execution of the transport contract to which the User is party;
- Checking Tickets and/or access to Activities. This processing is based on the Operator's legitimate interest in combating fraud.

The data collected is intended for Méribel Alpina and for all the service providers whose intervention is necessary for the performance of the above-mentioned processing.

The data collected is kept for the duration of the validity of the Pass and/or the Activity

### **Photographs of Users:**

The photographs of Users taken on the Legends chairlift and the email addresses collected at the terminal at the top of the chairlift are subject to processing related to the delivery of photographs to the Users who wish it and, if they accept, to send promotional offers, newsletters, invitations to participate in competitions and satisfaction surveys.

This processing is subject to the consent of the Users.

The data collected is intended for Méribel Alpina and all service providers whose intervention is necessary for the performance of the above-mentioned processing.

The photographs are kept for a reasonable period of time, in the order of a few hours and, in any case, until the end of the day at the latest. At the end of this period, the photograph is kept for a further period of four weeks if the User enters his email address at the terminal in order to receive an email message allowing him to download the photograph.

Email addresses are kept for three years from the date of collection. At the end of this period, they are kept for a further period of three years if the User agrees to continue receiving messages from Méribel Alpina.

It is specified that when using the ski lifts operated by the other 3 Vallées operators, Users may also be photographed. The User must then contact the operator concerned to exercise his rights.

### **Ticket checks:**

The personal data collected by official inspectors during a Ticket check will be subject to processing in order to:

- Verify that the User is the holder of a valid Ticket;
- In the absence of a valid Ticket, to draw up an infringement report, to obtain payment of the fixed penalty due for this infringement (if necessary in the context of legal action) and to determine whether the offence of habitual use punishable by article L. 2242-6 of the Transport Code has been committed.

This treatment relates to the legitimate interest of the Operator to fight against fraud.

All the information collected by the Operator for the treatment mentioned above is mandatory.

The data collected is intended exclusively for the Operator and, where appropriate, the prosecution authorities.

They are kept until the lump-sum compensation has been paid. In the absence of payment, and therefore in the event of legal proceedings, the data is kept for 12 months following the drawing up of the offence report or until the date on which the conviction becomes final if this date is later.

It is specified that the Courchevel and Méribel-Mottaret ski areas have set up a system for checking Tickets by video-recognition at the departure of its ski lifts. Only users who are clients of the companies operating these ski areas are likely to be photographed by this system and not the Users, who are clients of Méribel Alpina.

### **Rescue:**

The personal data collected on a rescue file during a call-out by the ski patrollers to a User, are the subject of processing intended for the administrative follow-up to the accident, invoicing of the expenses of assistance and the handling of any dispute.

This processing is based on the legitimate interest of the Municipality (s) concerned having authorized the Operator to set up a rescue service on the ski area and to recover the related costs.

The data collected is intended for the Operator and the public authority responsible for billing and collecting emergency costs, the Police (in the context of an investigation following an accident), the respective insurers of the Operator and User, and health services providing care to the User. The collected data are kept for the time necessary to achieve the above-mentioned purposes.

### **Common provisions**

All data processing is carried out under the responsibility of the Operator, represented by Mr Joel PERETTO, acting as General Manager, whose details are indicated in these Terms and Conditions.

These data may be transferred to a country that is not a member of the European Union. The User can obtain additional information on these transfers and the guarantees that apply to them from the Operator.

In order to preserve the confidentiality and the security of the personal data and in particular to protect them against the illicit or accidental destruction, accidental loss or alteration, or unauthorized disclosure or access, the Operator will take appropriate technical and organizational measures, in accordance with the applicable legal provisions. To this end, it has put in place technical measures (such as firewalls) and organisational measures (such as an identifier / password system, physical protection means, etc.).

The User has the right to access his data, have it rectified or erased, to transfer to or have transferred to a third party, limited it or oppose its processing. The Operator will comply with this request subject to compliance with the legal obligations incumbent on it.

The User can implement these rights:

- by writing to MERIBEL ALPINA: Service Protection des données personnelles – 350 route de Mottaret 73550 MERIBEL, France, or;
- by emailing: [privacy@meribel-alpina.com](mailto:privacy@meribel-alpina.com).

In the interests of confidentiality and protection of personal data, the Operator reserves the right to ask the User for proof of identity before responding to his request. The User may thus be asked to produce a copy of an identity document mentioning his/her date and place of birth and bearing his/her signature. Finally, the User has the right to submit a complaint to the CNIL if he considers that his rights are not respected. The coordinates of the CNIL are the following: Commission Nationale de l'Informatique et des Libertés, 3 place de Fontenoy, TSA 80715, 75334 Paris Cedex 07, France - Tel: +33 (0) 1 53 73 22 22 - Fax: +33 (0) 1 53 73 22 00 - Website: <https://www.cnil.fr/fr/plaintes>.

In accordance with Article 147 of Decree no. 2019-536 of 29 May 2019, the User may receive the information presented above on a written medium, following a simple oral or written request to the above-mentioned service.

## **ARTICLE 8. CO<sup>2</sup> INFORMATION ON TRANSPORT**

In application of articles L1431-3 and D1431-1 to 1431-23 of the Transport Code, the Operator provides the following on CO<sup>2</sup> relating to transport by mechanical lifts:

- transport CO<sup>2</sup>e for a 1 day Méribel Valley Ticket is 74g CO<sup>2</sup>e, equivalent to a journey by car of 0.53 km;
- transport CO<sup>2</sup>e for a 1 Day 3 Valleys Ticket is 116 g CO<sup>2</sup>e, equivalent to a car journey of 0.460 km.

Calculation basis: 6g CO<sup>2</sup>e / kwh / 100% renewable energy / diesel fuel car 140g / km (class C, current average)

For further information, please send your request to: Service Qualité Sécurité Environnement – 350 Route de Mottaret – 73 550 MÉRIBEL – France or [contact@meribel-alpina.com](mailto:contact@meribel-alpina.com).

## **ARTICLE 9. TRANSLATION AND APPLICABLE LAWS – SETTLEMENT OF DISPUTES**

Given that these terms and conditions have been translated into several languages, it is expressly understood that the French version of these conditions is the only legally binding version. Therefore, in case of difficulty in interpretation / application of any provision of these terms and conditions, reference should be made expressly and exclusively to the French version.

These general conditions are subject to French law in both their interpretation and implementation. In accordance with the provisions of Article L 211-3 of the French Consumer Code, in the event of a dispute concerning the validity, interpretation or execution of these conditions, the User may use free conventional mediation or any other alternative method of dispute resolution.

Any claim must be made to following address:

- by post to: -SOCIETE MERIBEL ALPINA, Service Relations Clientèle – 350, route de Mottaret 73 550 MERIBEL, France
- or the following website: <https://Ticketoski.fr/fr/meribel>.

If there is no satisfactory answer or no answer within a period of at least sixty (60) days following this written complaint (and within a maximum of one (1) year from this written complaint), the User may resort to a mediation procedure with the **Tourism and Travel Mediator** (MTV Mediation Tourism Travel, BP 80 303, 75 823 Paris Cedex 17) according to the terms and conditions on the site [www.mtv.travel/](http://www.mtv.travel/)

The opinion given by the Ombudsman for Tourism and Travel is not binding on the parties to the contract.

In addition, in accordance with Article 14 of Regulation (EU) No 524/2013, the European Commission has set up an Online Dispute Resolution platform, facilitating the independent and out-of-court settlement of online disputes between consumers and professionals from the European Union.

This platform is accessible at the following link: <https://webgate.ec.europa.eu/odr/>.

In the absence of amicable settlement, the User may choose either, one of the relevant territorial jurisdictions under the Code of Civil Procedure, or, the jurisdiction of the place where he was staying at the time the contract was made or the prejudicial event occurred (Article R. 631-3 of the Consumer Code).