

## **TERMS AND CONDITIONS FOR THE SALE AND 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 1, cours Michelet- CS 30051 - 92076 Paris La Défense Cedex,

Hereinafter referred to as "the Seller".

### **Article 1. SCOPE OF APPLICATION**

These general conditions apply to all ski lift tickets (hereinafter referred to as "Tickets") sold by Méribel Alpina 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 Black Forest Mission sporting and leisure facility (hereinafter referred to as the 'Activity').

These general conditions are applicable from 20 October 2021 and are valid only during the winter season.

These general terms and conditions are supplemented by the Terms and Conditions of the Use of Lift Tickets and by the specific Terms and Conditions for Online Sales which are shown on the website. The terms of sale for Tickets and Activities 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 based in France.

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

These Terms and Conditions apply to individuals only

It is the Customer's responsibility to inform him/herself about the different Ticket categories or Activities and the rates and select the Ticket best suited to him/her. The Seller cannot be held responsible for the Customer's selection.

Reminder: These Terms and Conditions may be subject to subsequent changes, the applicable version is the one in effect on the day of the conclusion of the contract.

## **ARTICLE 2. TERMS AND CONDITIONS FOR THE SALE OF TICKETS FOR TRANSPORT ON LIFTS**

### **Article 2.1. Description of Tickets**

These general conditions apply to any purchase of Tickets sold by Méribel Alpina:

- In the resort's points of sale,
- On vending machines available at certain points of sale and at resorts partners (see list on the website [www.skipass-meribel.com](http://www.skipass-meribel.com)),
- On [www.skipass-meribel.com](http://www.skipass-meribel.com) or [saison.skipass-meribel.com](http://saison.skipass-meribel.com) (hereinafter referred to as the "Websites");
- On the "Market Place (s)" referred to in Terms and Conditions for Online Sales;
- At the recharging terminals available in certain points of sale.

The following are offered for sale in accordance with the price guides referred to in Article 2.4:

- "Consecutive days Tickets" in a dated period.
- "Consecutive Hours Tickets": The number of hours is counted continuously from the first passage through the first lift turnstile. If, at the closure of the ski lifts, the time credit is not used up, it will not be carried over to a later day nor refunded or exchanged.
- "Non-dated Tickets": Non-dated Tickets are only valid during the current winter season.
- "Season Tickets": These are Tickets with a validity period for the winter season, with a minimum of 65% of "guaranteed lift days" during the said season, whether consecutive or not, starting on the first day of the official opening of the Season. A "guaranteed opening day" is considered to happen when the following two conditions are met simultaneously on one day:
  - No interruption of the ski lift service for more than 5 hours;
  - And the opening of at least 20% of the ski lifts in the ski area to which the Pass gives access; during the Winter Season as defined below.
- Winter Season: means the period between the official opening and closing dates of the ski lifts in the ski area concerned.

Details of all these Tickets are displayed at the points of sale and on the Websites.

#### **NOTE:**

Each Ticket is issued with a receipt which gives details of the Ticket's ski area, category (adult, child, etc.), expiry date, Keycard number and, (if purchased) insurance.

This receipt must be retained by the Customer, who must be able to present it to the Seller during a ticket inspection or as a supporting document in any claim (eg. rescue, loss or theft of Ticket, exchange or claim).

### **Article 2.2. Ticket cards**

The Ticket is delivered on a card on which is printed a Keycard number. The Ticket is composed of the card on which is encoded the Ticket, and a receipt.

There are two types physical card the Customer may choose from:

#### **2.2.1. The single-use format**

This is a non-reusable, disposable card. This card, incorporating a chip on which the Ticket is registered giving access to one of the ski areas referred to above, is issued free of charge by the Seller when purchased.

#### **2.2.2. The rechargeable format**

This is a rechargeable card which can be reused one or more times. It is guaranteed for three (3) years. This card incorporates a chip on which the Ticket is registered which gives access to one of the ski areas listed above.

It is sold at the price of three euros including taxes (3 €) by the Seller at points of sale only. This card is not reimbursable.

No new ticket may be registered on the card before the ticket originally registered on it has run out. Otherwise, the original Ticket will be irreparably cancelled, and the Customer is not entitled to any compensation. Only a "3 Valleys" extension may be registered and this must be requested at one of the Seller's sale offices (see conditions displayed at sales desks).

The holder of a card does not benefit from any reduction on the price of the ticket if it is recharged at a point of sale or online.

#### **Article 2.3. Customer Photographs**

The sale of any "season" Ticket and the issue of "free" Tickets and certain preferential rate Tickets shown in the price list, require the provision or taking of a recent full-face photograph of the Customer, without sunglasses or head covering.

This photograph will be retained by the Seller in its computerised ticketing database to allow for any eventual Ticket reissues or recharges, unless opposed by the Customer (see "protection of personal data" below).

It is specified that the Legends chairlift is equipped with a system to automatically photograph the Customer. The Customer may, if he wishes, obtain his photograph at the terminal located at the top of the Legends chairlift.

The photograph constitutes personal data under European regulation 2016/679 of 27 April 2016.

This data is processed to allow the Customer to obtain the photograph after having taken the Legends chairlift.

The data processing is carried out under the conditions defined in the General Terms and Conditions.

#### **Article 2.4. Use of automated machines**

Automated machines allow the purchase and/or recharging of only the Tickets mentioned on them and are made available to Customers in certain sales outlets. Payment can only be made by bank card via an automatic payment terminal.

#### **2.5. Prices**

The prices for Tickets, re-encodable cards and Carré Neige insurance are displayed at the Seller's sales offices and on the websites and Marketplaces. Price Guides are also available in these sales offices and at the Tourist Offices.

These rates are shown in Euros per person and include all taxes: they are established on the basis of current rates of taxes and are subject to change if tax rates should vary.

Discounts or free tickets are offered to various categories of people according to the conditions displayed in the sales offices or on the website.

At the sales offices, discounts or free tickets are granted at the time of sale, on presentation of proof that the discount or free ticket is applicable. Photocopies of documents are not accepted. No reductions or free tickets will be given after purchase has been made.

All discounts are applied on the basis of the "solo or individual adult fare" and cannot be combined with any other offer or promotion.

In addition, offers or promotions may be offered exclusively and reserved for certain sales channels (eg Website).

For all tickets (except Season tickets) the age of the Customer is that on the first day of validity of the Ticket.

For "Season" Tickets, the age taken into account is that on the date of opening of the first Three Valleys resort if the purchase is prior to this date. If it is later, the age taken into account is that on the date of purchase.

#### **Article 2.6 Interruption to the lift system**

If the Customer opts for a multi-day Ticket (ie starting from 2 days, excluding "season" tickets) Only an interruption of more than 5 consecutive hours AND to at least 80% of lifts to which the ticket gives access, and except in the event of force majeure referred to in Article 4.2, may result in compensation for the loss suffered by the holders of a multi-day Ticket.

In this case, the procedure for claiming compensation is handled by Seller's customer service desk or sales offices.

Once the thresholds have been reached, compensation is determined according to the number of days during which the Customer could not use his Ticket, due to the interruption of service: the last day taken into consideration being the day on which the relevant Ticket expires.

This compensation may take the following forms, at the choice of the Customer (this choice is irrevocable and cannot be reconsidered for any reason):

1. An Extension of the period of validity of the relevant Ticket by issuing a new Ticket of the same type and of a duration equal to the number of days compensated for as defined above (which starts on the day following the expiry of the original ticket, or the first day of resumption of service if this occurs after that date);
2. A credit to be used before the end of the winter season following that in which the compensation is granted (Y + 1). This credit is an amount calculated in point 3 below.
3. A refund calculated pro rata by the number of days' interruption to lifts. (For example: for closure to at least 80% of lifts as defined above for 3 days, a Customer holding a 6 day ticket will be refunded 3/6th of his ticket purchase price).

No compensation can be granted before the expiry date of the relevant Ticket.

The Customer cannot claim any sum or other service which exceeds the compensation chosen.

The claim for compensation, together with supporting documents (original Ticket or scan of Ticket, receipt and compensation request stating the desired type of compensation) must be given or posted to the Seller, in the manner set out in Article 4.2 below.

Compensation will be made no later than 2 months after receipt of all documents relating to the claim for compensation.

NB: Only Tickets that have been acquired and paid directly by the Client to the Seller may give rise to compensation. In other cases, reference should be made to the Ticket seller's Sales Conditions.

#### **Article 2.7. Closure of ski lifts by decision of the public authorities due to the Covid-19 health crisis**

In the event of a health crisis with an administrative decision to close the ski lifts, the Customer has the possibility of requesting, free of charge, the reimbursement of his Ticket, in accordance with the terms and conditions defined in article 4.3 below.

The amount of the refund will be calculated on a pro rata basis for the days closed by administrative decision during the period of validity of the Ticket.

In the case of a "Season" Ticket, only a closure of the ski lifts to which the "Season" Ticket gives access, which does not allow the number of guaranteed days of operation defined above to be reached, will result in compensation.

The amount of compensation will be calculated as follows:

$$C = P \times (\text{number of "guaranteed opening days" - D}) / \text{Number of "guaranteed opening days"}$$

C: Compensation

P: Price paid

D: Number of actual opening days in the Season

The refund will only be calculated once the closing date of the Season has been reached, in order to take into account the possibility of the ski lifts reopening during the Season. Provided that the application file is complete, the Seller has two (2) months to make the refund.

NB: Only Tickets that have been purchased and paid for directly by the Customer to the Vendor may be refunded. If this is not the case, please refer to the general terms and conditions of sale of the entity that sold the Ticket.

#### **Article 2.8. Partially or fully unused Tickets**

In cases where the Tickets issued are partially or fully unused, except in the cases covered by articles 2.6 and 2.7, they will not be refunded or exchanged.

In all other cases where the Tickets issued are unused or not fully used, they will not be refunded or exchanged.

It is possible to cover this type of risk with specific insurance policies, which also cover rescue costs in the event of an accident on the ski slopes or ski lifts. Information on this can be obtained from the points of sale.

### **ARTICLE 3. ACTIVITY TERMS AND CONDITIONS**

#### **Article 3.1. Description of the "Black Forest Mission" Activity**

The Black Forest Mission is a themed sled run.

Helmet and gloves must be worn.

Sleds and helmets are provided by the Seller and must be collected from the Tougnette gondola departure station. There is a minimum height requirement of 1.40m  
A description of the Activity, the opening days and times are given in the price lists available at the Seller's sales points and the website [www.skipass-meribel.com](http://www.skipass-meribel.com) and at the Tourist Offices.  
The Activity may be purchased on site at the Tougnette gondola and Chaudanne sales office.  
Upon sale, a receipt will be given to the Customer.  
NB: For this Activity, minors are placed under the responsibility of their parents or the persons to whom they have entrusted their care.

### **Article 3.2. Ticket Cards**

The Activity is delivered on a free single-use card or on a re-chargeable card as defined in article 2.2.  
A Customer who owns such a card may charge the Activity onto this card.  
Card in good working order may be recharged at the Activity sales point.  
If the Activity is delivered on a rechargeable card as referred to in article 2.2, the procedures to follow in the case of defect, loss or theft are those referred to in articles 3 (Defective ticket cards) and 4 (Ticket loss or theft) in the separate document, "Terms and Conditions for the use of Lift Tickets".

### **Article 3.3. Prices**

The Activity is provided at the rates shown in the price lists at the Seller's sales points and Websites.  
The prices are given in euros and include all taxes.  
These prices are fixed and non-revisable during their period of validity, the Seller reserves the right, outside this period of validity, to change prices at any time.

### **Article 3.4. Non-use or partial use of the Activity**

If the Customer purchases several dated Black Forest Mission sled runs, any partially or fully unused runs will not be reimbursed or exchanged.  
No reimbursements will be made for the Activity except if the Activity is cancelled by the Seller.  
In these circumstances, the Customer will be informed of the cancellation by the Seller and the possibility of taking part in the Activity at a later date during his holiday or, if this is impossible, the possibility of obtaining reimbursement.  
The Customer must show his receipt at the Tougnette Gondola or Chaudanne sales office. Any reimbursements will be made within 2 months of the date of the cancelled Activity.

## **ARTICLE 4. COMMON PROVISIONS**

### **Article 4.1. Insurance**

The Seller, in its capacity as an Insurance Intermediary, also offers the Customer a "Carré Neige" insurance contract in addition to the purchase of the Ticket or Activity. This contract is subject to the insurance conditions available at the points of sale or which can be consulted and downloaded either directly from the website [www.carreneige.com](http://www.carreneige.com) or from the link on the Websites. It is specified that the "Carré Neige" insurance can be taken out by the Customer at the time of purchase of the

Ticket/Activity and at any time afterwards throughout its validity. If the insurance is taken out during the period of validity of the Ticket/Activity, the insurance cover will not be retroactive.

#### **4.2 Means of payment**

The issuing of any Ticket gives rise to the payment of the corresponding fee.

Payment must be made in euros, either in cash within the limits of the regulatory ceilings (see articles L112-6 and D112-3 of the Monetary and Financial Code), or by ANCV or Connect holiday vouchers, (at the main Chaudanne ticket office only)

Except in the case covered by article 2.4, payments may also be made in euros or foreign currency (DCC system) by bank card (CB, American Express, Visa, or Mastercard).

Payment by cheque is not accepted.

#### **Article 4.3. Claims**

Claims must be addressed to the Seller within a period of 2 months of the occurrence of the event causing the claim, without prejudice to legal channels and time limits for using mediation or taking legal action under the conditions set out in Article 4.6.

All claims must be sent to:

- the following address:

SOCIETE MERIBEL ALPINA

Service Relations Clientèle

350, route de Mottaret

73 550 MERIBEL, France

- or by email to: <https://Ticketoski.fr/fr/meribel>.

#### **Article 4.4. Intellectual Property**

The Customer has no rights to ownership or use of the names, signs, emblems, logos, trademarks, copyrights or any other literary, artistic or industrial proprietary rights of the Seller.

#### **Article 4.5. Data Protection**

The personal data collected on the occasion of the sale of the Tickets are subject to processing in order to:

- Deal with the order. This processing is necessary to complete the order agreed between the Customer and Seller.

- Check the eligibility conditions of the order against the supporting documents submitted by the Customer;

- Collect data in order to send the Customer promotional offers, newsletters, invitations to take part in competitions and satisfaction surveys. As regards messages sent by the Seller, this processing is based on its legitimate interest in developing its activities, and as regards messages sent by Méribel Tourist Office, the Seller's commercial partners and the companies affiliated to it (Compagnie des Alpes Group), this processing is based on the Customer's consent.

- Responses to inquiries, comments and complaints that the Customer sends. This processing is based on the Customer's consent.

The information in the fields marked with an asterisk is necessary to enable the Seller to carry out the processing listed above. Otherwise, the order cannot be processed. The other fields are optional.

The processing is carried out under the responsibility of the Seller, represented by Mr. Joel PERETTO, acting in his capacity as General Manager, and whose contact details are indicated at the top of these GTC.

The data collected is intended for:

- The Seller;
- All service providers whose intervention is necessary for carrying out the above mentioned processing;
- Méribel Tourist Office, the Vendor's commercial partners and the companies affiliated to it (Compagnie des Alpes Group) if the Customer has consented to receive prospective messages by e-mail and/or SMS from these organisations.

This data may be transferred to a country outside the European Union. The Customer may obtain further information on these transfers and the guarantees that apply to them from the Seller.

The data collected is kept for the following periods:

- Data collected to process orders for products and services:
  - If the order is placed at the sales desk, for five years from the date the data is collected;
  - If the order is placed electronically, for five years from the date the data is collected if the amount of the order is less than €120, and for ten years if the amount of the order is equal to or greater than €120.

As an exception, the number and expiry date of the Customer's bank card are kept in any case for 15 months after the last debit date for the purpose of proof in the event of a dispute over the transaction. The cryptogram is not kept beyond the transaction.

By way of exception, the photographs collected on the purchase of a Ticket requiring a photo are kept for three years from the date of their collection, in order to facilitate the renewal of the Pass, provided that the Client has previously consented to this;

- Data collected to send the Customer newsletters, satisfaction surveys and promotional offers: for three years from the date of collection. At the end of this period, this data is kept for a further period of three years if the Customer agrees to continue to receive newsletters, satisfaction surveys and promotional offers from the Seller;

- Data collected to respond to requests for information, comments and complaints sent by the Customer: for the time necessary to process these requests, comments and complaints.
- Supporting documents to justify a condition of eligibility for the offer (e.g. for reduced rates relating to age: student card with mention of the year of birth, European youth card (12-30 years old), identity card, passport, driving licence): until the date of expiry of the Ticket.

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 Seller will take appropriate technical and organisational measures, in accordance with the applicable legal provisions. To this end, it has put in place technical measures (such as firewalls) and organizational measures (such as an identifier / password system, physical protection means, etc).

The Customer has the right to access, correct or erase their data, a right to data portability and to limit or to oppose processing. The Seller will comply with this request subject to compliance with the legal obligations incumbent on it.

The Customer has the right to withdraw at any time his consent to the processing of data concerning him. The withdrawal of his consent does not affect the lawfulness of the processing carried out prior to such withdrawal.

The Customer may implement these rights:

- By writing to the following address: MERIBEL ALPINA - Personal Data Protection Service - 350 Route de Mottaret 73550 MÉRIBEL, France, or;
- By email to the following address: [privacy@meribel-alpina.com](mailto:privacy@meribel-alpina.com).

In the interest of confidentiality and protection of personal data, the Seller must be able to verify the identity of the Customer in order to meet his request. For this purpose, the Customer may be asked to provide an identity document mentioning his date and place of birth and bearing his signature,

Finally, the Customer 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 the Law n° 2019-536 dated 29 May 2019, any customer can receive the information in this paragraph in written form, by written or spoken request to the above organisation.

Finally, the Customer is reminded that he or she has the opportunity to register for free with the service which prevents unsolicited marketing calls by a professional with whom he has no contractual relationship, in accordance with Article 223-2 of the Consumer Code. (<http://www.bloctel.gouv.fr>).

#### **Article 4.6. Translation, applicable law and disputes**

Where these terms and conditions have been translated into several languages, 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 consumer may use free conventional mediation or any other alternative method of dispute resolution.

Any claim must be made in conformity with article 4.3

The consumer is informed if he has not received a satisfactory reply within 60 days (and within a maximum of one year from the written claim made to the Seller), he may employ a mediation procedure with the Tourism and Travel Mediator (MTV Mediation Tourism Travel, BP 80 303, 75 823 Paris Cedex 17, France) 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.

He may also use the European Union Online Dispute Resolution, accessible on the internet at the following address: <https://webgate.ec.europa.eu/odr/>.

In the absence of amicable settlement, the Customer 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).