

TERMS AND CONDITIONS FOR THE ONLINE SALE OF LIFTS TICKETS

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),

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,

Operator of the Méribel Alpina ski area

Hereinafter referred to as "the Operator".

ARTICLE 1. GENERAL CONDITIONS

These terms are effective as of **15 September 2020**.

When confirmation of an order is made online

- either at www.skipass-meribel.com (hereinafter referred to as the "Website")

- or at Méribel Tourisme's Marketplace at www.reservations.meribel.net

- or Brides les Bains' Tourist Office Marketplace at www.brides-les-bains.secureticket.fr

(hereinafter referred to as "the Marketplace(s)"),

this fact entails that the purchaser (hereinafter referred to as the "Customer(s)") accepts all of these online sale conditions.

If a provision is missing from these terms and conditions, the missing provision shall be deemed to be governed by current practices in the remote sale sector for companies having their registered offices in France.

These conditions complete the "TERMS AND CONDITIONS FOR THE SALE OF LIFT TICKETS" and "TERMS AND CONDITIONS FOR THE USE OF LIFT TICKETS" displayed at all sales offices and also available online.

These conditions apply only to individuals.

These conditions are made available to Customers who may download and print them.

Contractual information is given in the French language version only.

ARTICLE 2. PRODUCTS OFFERED

Online purchase allows Customers to buy a Ticket or recharge a Ticket with a re-usable card only. These "hands free" Tickets are cards equipped with an electronic chip which may be recharged and which open the turnstiles allowing access to the ski lifts.

The list and characteristics of the different Tickets offered for purchase and / or recharging (geographic area, validity period etc) are given in the price list displayed on the Website.

All Tickets are available from the Operator's sales points

Note: Free Tickets intended for persons under 5 years of age or at least 75 years old are not available online and must therefore be requested by Customers at the Operator sales points, on presentation of an identity document

Reminder: the Ticket is composed of a card on which a Ticket has been registered, and a sales receipt emailed upon confirmation of purchase or recharging online (referred to as the "Receipt").

NB: In order to benefit from the "Ticket loss or theft" procedure as defined in Article 4 of the Terms and Conditions for the Use of Lift Tickets, the Customer must produce the receipt to the Operator.

ARTICLE 3. MEANS OF ONLINE ORDERING

The order can only be registered on the Operator's Website if the Customer has clearly identified himself:

- Either by entering his personal access code (login and password),
- Or by completing the online form that allows him to create an access code.

The Customer can also use the Quick Purchase facility on the Website (except for Season passes) just by entering his email address and with no need to create a customer account. This Quick Purchase facility applies also to the Marketplaces.

The Customer may check the details of his order and the total price, and to correct any errors, before confirming it to signal his acceptance. (Article 1127-2 of the Consumer Code)

To finalise the order, the Customer must accept these Terms and Conditions and the Terms and Conditions for the use of Lift Tickets and the Terms and Conditions for the sale of lift Tickets by ticking the relevant box and making payment according to the conditions mentioned in Article 4.

The Operator will confirm the Customer's order by an email. This email will contain a summary of all the products that the Customer has confirmed in his order and constitutes the sales receipt.

Except in cases of online recharging referred to in Article 7, online orders (including payment and photographs) must be completed on the Operator's website no later than the tenth day (for countries outside the EU) and the eighth day (for EU countries) and the sixth day (for mainland France) before the Ticket's start date, so that the Customer can receive his tickets at home. Failure to meet these deadlines may result in the Customer not receiving his order at home.

However, online orders (including payment and photographs) may be made on the Operator's website up to two days before the Ticket's start date in which case, the Customer must collect his Tickets from one of the Operator's sales offices or from a partner (e.g. Méribel Tourisme). Collection is possible from one day before the Ticket's start date, taking into account the offices' opening times which are displayed on the Website and the Marketplaces.

Any order implies acceptance of the description of services and prices.

ARTICLE 4. PRICES AND METHODS OF PAYMENT

The prices listed are given in Euros including all taxes and the VAT rate applicable on the purchase date.

By placing an order online, the Customer declares he holds the official documents justifying any reduced prices from which he may benefit.

Postage costs are paid by the Operator.

With the exception of sales carried out on the Marketplaces, the Customer may choose to receive his order by registered mail for a charge of seven euros (7€) including taxes.

The price of the online order is due at the time of ordering and payment must be made in euros by credit card and/or by Connect holiday vouchers.

Payment by credit card is carried out through a secured online payment method which guarantees the confidentiality of payments. Payment is made immediately via Electronic Payment Terminal.

At no time is the Operator made aware of the numbers the Customer must provide. The operator is only advised by the bank that a transfer of the amount of the order was made on his behalf.

Confirmed orders made with payment by credit card are those that have been agreed by the banking institution.

Refusal by the Customer's bank to authorise the debiting of his bank account will result in the cancellation of the order (including when the order has been completed by Connect holiday vouchers).

ARTICLE 5. ACKNOWLEDGEMENT OF THE ORDER BY THE OPERATOR

Confirmed orders with payment by credit card (or partly paid using Connect holiday vouchers) are those that have been accepted by the bank.

If the Customer's bank refuses to debit the Customer's bank account the order will be cancelled and the Operator cannot be held liable in this regard.

Once the Customer has completed and confirmed the order on the Internet, the Operator will acknowledge the order by email; this is the sale receipt which contains a summary of the order.

ARTICLE 6. DELIVERY OF THE ORDER

Except for online recharging referred to in Article 7, the Customer has a choice:

- either to have the order sent to his home address which is provided by the Customer
The Operator undertakes to deliver the Tickets by post no later than four days before the Tickets start date (with date of postmark serving as proof), except in cases of force majeure,
- or to collect the Tickets from the Operator's sales office or from a partner chosen by the Customer, during opening hours no earlier than the day before the Ticket start date, taking into account the opening hours.

The customer must produce the sales receipt and official valid ID. Without these, the Tickets will not be issued.

The order will then be given to the customer on receipt of a signature (except in the case of a customer recharging online).

ARTICLE 7. PARTICULARS OF ONLINE RECHARGING

A rechargeable card may be recharged with the products offered by the Operator via the website no later than fifteen (15) minutes prior to the start time of the chosen Ticket.

Payment must be made by credit card and/or Connect holiday vouchers. A confirmation of the order is sent by the Operator to the Customer, which he must retain as a sales receipt, and which will be required for ticket inspections at the ski lifts.

The Ticket will be recharged automatically when the Customer first goes through a "hands free" ticket turnstile.

ARTICLE 8. NO COOLING-OFF PERIOD

In accordance with Articles 221-2, 9 of the Consumer Code, the sale of Tickets is not subject to any cancellation clause or cooling off period provided for Articles L. 221-18 and following relating to remote sales.

However, the sale of "Carré Neige" insurance (exclusively on the Website) remains subject to a cooling-off period relating to insurance covered by the Insurance Code, the terms of which appear in the Special Agreements (information notice) available online (www.carreneige.com).

ARTICLE 9. CHANGES TO AN ORDER

9.1 COMMON PROVISIONS

The Customer may not modify an order in order to benefit from a promotional offer and / or any price reduction.

The Operator agrees to process order modification requests, with the exception of promotional offers and Internet exclusives, until the day before the first day of validity of the corresponding Tickets.

For this, the Customer must send his request for modification by post or by email to the following address:

Postal address: MERIBEL ALPINA – Service des Ventes - 350 Route de Mottaret - 73550 MERIBEL CEDEX, FRANCE

Email: contact@meribel-alpina.com

The postmark will serve to mark the date of any request for modification by mail.

In case of request for modification by email, the send date will serve as proof.

To be eligible, the Customer's modification request must include:

- The number of the corresponding order;
- The number of the rechargeable card for each Ticket to be modified;
- The Customer's postal address.

The Operator will make the modification, provided that the corresponding Ticket has not been used, even partially.

The Customer retains the modified Ticket card, which may be reused and recharged.

9.2 SPECIFIC PROVISIONS FOR ORDERS MADE ON THE MARKETPLACES

Only requests for changes that do not result in a price change are allowable, subject to the procedure described in article 9.1 above.

9.3 SPECIFIC PROVISIONS FOR ORDERS MADE ON THE WEBSITE

- For payments by credit cards.

For orders made on the Website, requests to modify an order resulting in a price change are allowable.

If the cost of the new Ticket is greater than the original Ticket, the Customer must pay the amount of the difference to the Operator on site, in order for his request to be accepted by the latter.

On the other hand, if the new Ticket is of an amount lower than the initial Ticket, the Customer must send his written request for a refund to the Operator (by post or email to the addresses mentioned above). This refund will be made by re-crediting the credit card that was used for the transaction.

The Operator undertakes to reimburse the Customer within thirty (30) days of the request.

- For part or full payments by Connect holiday vouchers

For any order paid in full or in part by Connect holiday vouchers, the request for modification can only be accepted if the Ticket to be modified is of the same duration and at the same price.

ARTICLE 10. CANCELLATION OF AN ORDER

Similarly, the cancellation of an order may not be used by the Customer to benefit from any promotional offer and/or price reduction.

In order to be accepted, the request to cancel an order must not relate to Internet promotion or exclusive offer and must be made at the latest the day before the first day of validity of the corresponding Tickets.

To do this, the Customer must send his cancellation request by post to the following address
Postal address: MERIBEL ALPINA – Service des Ventes - 350 Route de Mottaret - 73550 MERIBEL
CEDEX FRANCE

Or to the following address: <https://ticketoski.fr/fr/meribel>

The postmark will be taken as proof of the date of any cancellation request by post.

For a cancellation request by e-mail, the date the e-mail was sent will be taken as proof.

To be accepted, the Client's cancellation request must include:

- The number of the corresponding order;
- The Customer's postal address and
- The number of the rechargeable card of the Ticket(s) to be cancelled.

The Ticket must not have been used, even partially.

The Customer may then keep the holder of the cancelled Ticket card, which may be reused and recharged at a later date.

10.1 ORDERS MADE ON THE MARKETPLACES

Any order made on the Marketplaces is deemed firm and final. Therefore, no cancellation requests will be accepted.

It is possible to cover the risk of cancellation by taking out insurance. (For example, see the insurance products offered on the Marketplaces.)

10.2 ORDERS MADE ON THE WEBSITE

- For payment by credit card

The Operator agrees to requests for partial or total cancellation of orders concluded exclusively on the Website, until the first day of validity of the corresponding Tickets.

- For orders partly or fully paid by Connect holiday vouchers

Orders made online and paid in full with Connect holiday vouchers will not be reimbursed.

For orders made online and partly paid by Connect holiday vouchers, only the amount paid by credit card will be reimbursed.

In all cases, the reimbursement is only for the price of the ticket, excluding Carré Neige insurance.

The Customer must send his request for reimbursement by post or by email to the above address.

This refund will be made by re-crediting the credit card used for the transaction.

The Operator undertakes to refund the Customer within thirty (30) days of the cancellation request

ARTICLE 11. FOLLOWING-UP YOUR ORDER

For further information, please contact customer services:

Tel: +33 (0)4.79.08.65.32

Address: MERIBEL ALPINA, Service Commercial, 350 route de Mottaret, 73550 MERIBEL, France

Email: contact@meribel-alpina.com

ARTICLE 12. LIABILITIES

The Seller shall only be bound by a best-efforts obligation for all stages of access to online sales.

The Seller shall not be held liable for any inconvenience or damage inherent in the use of the Internet network, in particular a break in service, external intrusion or the presence of computer viruses, and in general for any other event expressly qualified by jurisprudence as a case of force majeure.

The Customer declares that he/she is aware of the characteristics and limits of the Internet, in particular its technical performance, the response times for consulting, querying or transferring data and the risks associated with the security of communications

ARTICLE 13. CANCELLATION FOR DEFECTS OR DELAY IN DELIVERY

Except in cases of force majeure as defined by Article 1218 of the Consumer Code, in the event of the Operator's failure to provide the services on the date or within the deadline indicated or, failing this, within (30) days after the conclusion of the contract, the Customer may rescind the contract, by registered letter or by writing, after having ordered the Operator, under the same conditions, to provide the services within a reasonable additional time, the latter failed to do so. The contract shall be deemed to be rescinded upon receipt by the Operator of the letter informing him of this, unless the Operator has performed his duties in the meantime.

The Customer may immediately terminate the contract if the Operator refuses to provide the services or fails to fulfil its obligation to provide the services on the date or within the time limit indicated to the Customer, and that date or delay constitutes to the Customer an essential condition of the contract. This essential condition results from the circumstances surrounding the conclusion of the contract or an express request from the Customer before the conclusion of the contract (Article L216-2 of the Consumer Code).

ARTICLE 14. PROOF, STORAGE AND FILING

The online provision of a credit card number and in general the final confirmation of the order by the Customer constitutes proof of the whole transaction in accordance with Article No. 1366 of the Consumer Code as well as payment.

This confirmation constitutes signature and acceptance of all operations carried out on the Website. Customer must retain the sales receipt; only this original document has any validity in disputes over the terms of the order, including Ticket inspections at the ski lifts.

In accordance with Article L213-1 of the Consumer Code, for any order made on the Website for an amount equal to or exceeding €120, the Operator keeps a written record of the Customer's order, for a period of ten years from the date of the service, and guarantees him access to it at any time during the same period, on request.

ARTICLE 15. INTELLECTUAL PROPERTY

All the elements on the Website are the intellectual property right of the Operator.

Any reproduction of an element of the Website or link or hyperlink is strictly prohibited without the express consent of the Operator.

ARTICLE 16. PROTECTION OF PERSONAL DATA

To find out more about data protection, please consult the legal notices on the Website and the Terms and Conditions of use of the Marketplaces.

ARTICLE 17. TRANSLATION AND APPLICABLE LAW – SETTLEMENT OF DISPUTES

Where 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 consumer 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 on the following website: 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/

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).

This document has been translated purely for information purposes; only the source document in French has any legal validity.