

GENERAL CONDITIONS OF MEMBERSHIP

3 Vallées Liberty Pass

The following general conditions detail the provisions governing relationships between the **3 Vallées lift companies** (hereafter known as the Operator(s)) and each Member (hereinafter the "Member(s)") and Beneficiary (hereafter the "Beneficiary(ies)") of the **3 Vallées Liberty** offer.

These terms and conditions exclusively concern non-trading natural persons.

In compliance with Article 1369-4 of the French Civil Code, these conditions in their entirety are made available to the Member, who can download and print them.

All legally binding information is given in French.

These conditions apply to all new Memberships from 01/08/2015.

For existing Memberships, these terms supersede any previous versions, and come into force one month after being notified, as laid down by the previous Article 18 "Other Provisions".

ARTICLE 1. Definitions

Membership: refers to the subscription to the **3 Vallées Liberty** offer

Member: refers to a natural person, of legal age and capacity, who subscribes to the **3 Vallées Liberty** offer

Beneficiary: refers to the bearer of a **3 Vallées Liberty** Card who benefits from the **3 Vallées Liberty** Pass

Card: refers to the "**3 Vallées Liberty**" Card which is the material format of the **3 Vallées Liberty** Pass. This RFID microchip card is nominative, personal and non-transferable, and provides access to the ski lift system.

Member Account: refers to the account regrouping all the Beneficiaries attached to the Member. It can be accessed on the website and allows the Member, once logged in, to access all the information relating to their Memberships, the Number of days used by the Beneficiaries of the account, the Services, their bills and personal data.

Number of days used: refers to the number of skiing days used by the Beneficiaries over a given period.

Ski area: refers to the area covered by the ski lift system

Operator(s): refers to the ski lift operating company (or companies) referred to in Article 4.

Ski Lift System: refers to all the ski lifts in the 3 Vallées ski area managed by the Operators, and accessible by the Beneficiaries.

Customer Services: refers to the information and support service available to the Members and Beneficiaries under the conditions defined on the Resort Website.

Services: refers to all the complementary services offered by the Operators such as those described in the Resort Website and detailed in the special Terms and Conditions relating to each service.

Resort Website: refers to the website of the Company Issuing the Card.

ARTICLE 2. Description of the 3 Vallées Liberty Pass

The **3 Vallées Liberty** offer is a membership allowing beneficiaries easy, quick, free and random access, via a "hands-free" system, to the ski areas mentioned below, at **3 Vallées Liberty** day tariffs.

After subscribing to the **3 Vallées Liberty** offer, a Card is issued which gives beneficiaries unlimited entry through the ski system's turnstiles on any day when the Ski Areas are open for the duration of the Membership. In addition, the Member will receive weekly invoices for the number of days skied by Member Account Beneficiaries.

ARTICLE 3. Issuing Company

The Company selling the Card is hereinafter referred to as the Issuing Company.

ARTICLE 4. The 3 Vallées Ski Areas ski lift system

The Card allows free access to all ski lifts in Ski Areas of the following Operators, on whose behalf the Issuing Company sells ski lift tickets in its name and whose address is:

- **The 3 Vallées Company at Courchevel–La Tania (S3V Courchevel-La Tania)**, a Limited Company with a Board of Directors and Supervisory Board, with a capital of €73,865,940, registered with the Chambéry Trade and Companies Register under no. 429 852 668, and whose head office is at La Croisette 73120 Courchevel, represented by the Chair of the Board, Mr Pascal De Thiersant
 - Intra-community VAT number: FR52429852668
 - Phone number: +33 (0)4 79 08 20 00
 - Email: contact@s3v.com
 - Correspondence address (if different from head office): La Croisette - BP 40 - 73122 COURCHEVEL Cedex
 - In accordance with the conditions of Article L220-1 of the French Insurance Code, we have a Professional Liability Insurance policy with AXA - Jean-Marc Belli Firm - BP 245 - 73002 CHAMBERY CEDEX

Ski Lift operating company for the Courchevel Valley Ski Area.

- **The 3 Vallées Company of Mottaret (S3V Mottaret)**, a Limited Company with a Board of Directors and Supervisory Board, with a capital of €73,865,940, registered with the Chambéry Trade and Companies Register under no. 429 852 668, and whose head office is at La Croisette 73120 Courchevel, represented by the Chair of the Board, Mr Pascal De Thiersant,
 - Intra-community VAT number: FR52429852668
 - Phone number: +33 (0)4 79 08 20 00
 - Email: contact@s3v.com
 - Correspondence address (if different from head office): La Croisette - BP 40 - 73122 COURCHEVEL Cedex
 - In accordance with the conditions of Article L220-1 of the French Insurance Code, we have a Professional Liability Insurance policy with AXA - Jean-Marc Belli Firm - BP 245 - 73002 CHAMBERY CEDEX

Ski Lift operating company for the Mottaret Ski Area

- **The Vallée des Belleville ski lift company (SEVABEL)** a Simplified stock company, with a capital of € 3,235,500 and whose head office is at Saint Martin de Belleville – 73440 Les Menuires, registered with the Chambéry Trade and Companies Register under no. B 353 065 964, represented by the Managing Director, Mr. Pascal Abry.
 - Intra-community VAT number: FR02 353 064 964 0010
 - Phone number: +33 (0)4 79 00 62 75
 - Email: sevabel@compagniedesalpes.fr
 - In accordance with the conditions of Article L220-1 of the French Insurance Code, we have a Professional Liability Insurance policy with Allianz Opérations Entreprises- 7, Place du Dôme-TSA 21017-92 099 La Défense Cedex

Ski Lift operating company for the Les Menuires - Saint Martin de Belleville Ski Area.

- **The MERIBEL ALPINA Company**, a Simplified stock company, with a capital of €3,287,169 registered with the Chambéry Trade and Companies Register under no. B 075 520 064, and whose head office is at Méribel les Allues 73550, represented by the Managing Director, Mr Joël PERETTO.
 - Intra-community VAT number: FR20075520064
 - Phone number: +33 (0)4 79 08 65 32
 - Email: contact@meribel-alpina.com
 - Correspondence address (if different from head office): Méribel Alpina Route de la Chaudanne, 73550 Méribel, France
 - In accordance with the conditions of Article L220-1 of the French Insurance Code, we have a Professional Liability Insurance policy with Allianz IARD 87 rue de Richelieu 75002 Paris.

Ski Lift operating company for the Méribel-Alpina ski area.

- **The Tarentaise and Maurienne Cable Car Company (SETAM)** a Limited Company with a Board of Directors, with a capital of €4,441,905 and whose head office is at Le Génépi Val Thorens, 73440, St Martin de Belleville, registered with the Chambéry Trade and Companies Register under no. B 776 220 584, represented by the Managing Director, Mr. Jérôme Grellet,
 - Intra-community VAT no: FR30 776 220 584
 - Phone number: +33 (0)4 79 00 07 08
 - Email: forfaitinternet@valthorens.com
 - In accordance with the conditions of Article L220-1 of the French Insurance Code, we have

a Professional Liability Insurance policy with:
ALLIANZ immeuble La Résidence N° 2 Z BP
64 73123 COURCHEVEL Cédex.

Ski Lift operating company for the Val Thorens Ski
Area (excluding Orelle).

- **The Orelle Cable Car Company (STOR)** a Limited Company with a Board of Directors and Supervisory Board with a capital of €780,000 and whose head office is at Francoz – 73140 Orelle, registered with the Chambéry Trade and Companies Register under no. 402 811 061, represented by the Managing Director, Mr. Robert Guillermet.
- Intra-community VAT number: FR 17 402 811 061
- Phone number: +33(0)4 79 56 88 01
- Email: info@orelle.net
- In accordance with the conditions of Article L220-1 of the French Insurance Code, we have a Professional Liability Insurance policy with: ALLIANZ immeuble La Résidence N° 2 Z BP 64 73123 COURCHEVEL Cédex.

Ski Lift operating company for the Orelle Ski
Area (excluding Val Thorens).

It is thus specified that the Ski Areas relevant to the Card are:

- The Courchevel Valley ski area operated by S3V Courchevel-La Tania
- The Méribel Valley ski area (Méribel + Méribel Mottaret) jointly operated by S3V Mottaret and Méribel-Alpina
- The Les Menuires - St Martin ski area operated by the SEVABEL
- The Val Thorens-Orelle ski area jointly operated by SETAM and STOR
- The 3 Vallées ski area jointly operated by S3V Courchevel-La Tania, S3V Mottaret, Méribel Alpina, SEVABEL, SETAM and STOR

The ski area limits are specified on the ski slope maps published by each ski lift company.

ARTICLE 5. Membership

The Card is issued by the Issuing Company on its website only.

Memberships are taken out by the Member on behalf of a Beneficiary; the Member him/herself may be the Beneficiary. The Member may take out several

Memberships for several Beneficiaries, with a maximum of six (6) Memberships.

By taking out a Membership, the Member accepts these general conditions of Membership as well as the Operators' general terms and conditions for ski lift tickets.

A Member who already has a Card from one of the Operators mentioned in Article 4 cannot purchase another Card from another Operator for the same season.

In accordance with the requirements set out in Article 1369-5 of the French Civil Code, the Member can check their order's details and the final cost, and correct any errors, before confirming and accepting the order.

The Issuing Company is free to refuse a Membership application for a legitimate reason, such as known insolvency or the cancellation of a previous Membership by one of the companies mentioned in Article 4 for fraud or non-payment.

The Member is invited to keep a copy of their order confirmation, as well as of these general terms and conditions (either in electronic or paper format).

Once the Memberships and their payment have been validated, the Issuing Company will send the Member a welcome e-mail informing them:

- o that their invoice is available in their dedicated area,
- o of the date that the Card will be sent by post (maximum 12 working days following Membership) or of when the Card(s) will be available in one of the Issuing Company's **3 Vallées Liberty** sales points. N.B.: If the Card is sent by post, delivery charges will apply; delivery charges can be found on the Resort Website.

ARTICLE 6. No right to withdraw

Pursuant to Article L. 121-16-1 I 9° of the French Consumer Code, Membership is not subject to the application of the right to withdraw provided for in articles L121-21 onwards of the French Code on Distance Selling.

ARTICLE 7. Membership validity period

Membership is taken out for a period from 1 November of year n , to 31st October of $n+1$, regardless of the subscription date.

The Membership is renewed tacitly under the tariff conditions on the day of renewal. The Member will be informed by e-mail, 1 month before their Membership(s) expiry date(s), of the conditions that apply to the Membership renewal(s). The Member will then have until 31 October of the current year to give notice that they wish not to renew, The Member will have direct access to the cancellation on their account and may partially or completely cancel their Membership up until 31 October. If no notification is received from the Member, Membership(s) will renew automatically each year for a period of 12 months from 1 November.

Payment for Membership renewal(s) is due on 1 November each year.

Compulsory reproduction of modified Article L. 136-1 of the French Consumer Code (according to Act No. 2014-344 of 17 March 2014 relating to consumers):

"The service provider shall inform the consumer in writing, by nominative letter or by email, three months at the earliest, and one month at the latest, before expiry of the period during which renewal can be declined, of the option to refrain from renewing a contract with a tacit renewal clause that he/she has entered into. This information, provided in clear and intelligible terms, indicates in a clear text box the date of termination.

When such information has not been sent to him pursuant to the provisions of the first paragraph, the consumer is free to terminate the contract at any time on or after the renewal date. Any advances made after the last renewal date or, in the case of open-ended contracts, after the date on which the initial fixed-term contract was converted, shall be reimbursed within thirty days of the cancellation date, after deduction of the sums corresponding to performance of the contract up to that date. Failing reimbursement as stipulated above, the sums due shall bear interest at the legal rate.

The provisions of the present article shall apply without prejudice to those which make certain contracts legally subject to special rules relating to consumer information."

ARTICLE 8. Tariffs and means of payment

8.1. Tariffs

Each Card issued implies the payment of a Membership. The relevant amount is available on the Resort's website.

Depending on the Ski Areas used, during the winter season, the Member may be invoiced the Ski Area tariffs under the following conditions, based on the public one-day adult tariff published on the websites of the resorts concerned:

- Courchevel Valley 1 day ski pass -10% (invoiced by S3V) if all the passages registered are within the Courchevel Valley.

- Méribel Valley 1 day ski pass -10% (invoiced by Méribel-Alpina or S3V if all the passages registered are within the Méribel Valley with a card issued by Méribel Alpina or S3V Mottaret only).

- Les Menuires-St Martin 1 day ski pass -20% (invoiced by the SEVABEL) if all the passages registered are within Les Menuires-Saint Martin de Belleville.

- Val Thorens-Orelle 1 day ski pass -15% (invoiced by SETAM or STOR) if all the passages registered are within Val Thorens-Orelle.

- 3 Vallées 1 day ski pass -10% (invoiced by the Company Issuing the Card either S3V, Méribel-Alpina, SEVABEL, SETAM or STOR) if passages were registered in at least 2 Valleys or with at least 2 different ski companies that are members of the 3 Vallées Liberty Card Issuing Company. **Special reduction every Saturday throughout the season: -20% on the 3 Vallées one-day tariff.**

These tariffs correspond to the public one-day adult tariffs displayed in the ski pass offices of the ski lift system or 3 Vallées Operating companies and to which the discounts will be applied. This is a single tariff regardless of the beneficiary's age, which cannot be combined with reduced rates and, in particular children, senior or family rates. These tariffs and discounts may be modified when the Subscription is renewed.

In addition to the aforementioned conditions, ski passes for the 9th day of skiing are free, following which a free 1-day pass will be offered every 6 days. The countable days cannot be carried over to another season.

The 3 Vallées Liberty Pass must comply with the General Terms and Conditions of Sale and Use of transport tickets of each resort.

Certain additional discounts (on Saturdays, for example), may also apply. For more information, visit the operating company websites.

The **3 Vallées Liberty** day tariffs for the Ski area ski lifts are set by each of the Ski Lift operators and billed to the Member according to tariff conditions applicable on the date that the pass is used.

The Member is informed that when a Beneficiary passes through a turnstile providing access to a Ski Area's ski

lifts, they will be billed a **3 Vallées Liberty** day tariff, irrespective of the number of passages during that day. The "**3 Vallées Liberty**" day tariff for the relevant Ski area is invoiced by the Operator of the ski area used, or, for all ski areas jointly operated, by the Company issuing the Card.

All prices are given per day, in euros, inclusive of taxes, and are established based on taxes applicable on the date of Membership and/or that the pass is used.

Any changes and/or variation in applicable taxes will be reflected in the tax-inclusive price for Membership and Ski Days used by Beneficiaries from the date of any such change.

8.2. Methods and means of payment

The Membership fee and any fees resulting from Ski Area use by Beneficiaries, are payable by credit card. During the subscription process, the Member will provide the details, i.e. card number, validity date and the security number, of the bank card to be used (**transactions take place on a secure website**). This payment order by credit card is given by the Member for all payments as part of their **3 Vallées Liberty** subscription, both for its use and any additional Services. The information will be kept by the Issuing Company and/or Operators for future payments. Debits will be made directly by each Operator, or via the online Paybox payment service.

The sums due are payable on the date indicated on the bill.

8.3. Invoicing and Member Account

The Issuing Company is responsible for invoicing and collecting Membership payments.

The Ski Operator of the Area where Ski Days are registered will invoice and collect payments directly, as per the conditions set out in Article 4.

The Member also recognises that invoices will be received by Operators other than the Issuing Company, depending on which Ski Area is used by the Beneficiary.

Each week, the Issuing Company and/or Operator(s) will establish the list of skiing days per Ski Area for that week used by Beneficiaries of the Member's account, on the ski area. The calculation of the number of days skied

per week is based on the **3 Vallées Liberty** tariff applicable for the Ski Area concerned, irrespective of the number of passages and whether the Beneficiary has skied on all or part of the Ski Area.

The number of days will be sent to each Beneficiary by e-mail, with details of the amount to be debited for each Membership.

To have the exact details of passages, the Member can log on to their online account using a username / password sent by the Issuing Company within a few days of becoming a **3 Vallées Liberty** Member.

Based on the number of days skied each week the Issuing Company and/or the Operator(s) will invoice and debit the Member's credit card of the sums due for the week. The Member is considered as responsible for each of the Beneficiaries of their Member Account and, where appropriate, for any other sums due by the Member under the terms of their Membership.

The invoice cannot be considered as a final invoice for the Beneficiaries passages on the Ski Areas ski lifts during the relevant period. Any skiing days omitted from this invoice will be invoiced later, within the limit of the season in question.

The number of skiing days recorded by the Issuing Company's and/or Operator's computer system, which serves as a basis for the invoice, is deemed correct.

The invoice will indicate:

- the price, with and without taxes
- the date of the invoice and the date of payment
- the ski area used by the Member Account's Beneficiaries
- any other Services used;
- any possible indemnities, penalties or costs incurred under articles 8.4, 11 and 12.

The Member authorises the Issuing Company and/or Operator(s) to send these bills electronically. The Member will receive, in each electronic letter (e-mail) a reminder of the link to their Member's Account where they may access the invoices which can then be printed or downloaded and saved.

The amount on the invoices will be debited from the Member's credit card on a weekly basis.

8.4. Non-payment

If the payment for an invoice is refused, the Issuing Company and/or Operator(s), where applicable, may reissue another invoice depending on the reason that initial payment was refused. In this case, the Member will receive a formal notice by e-mail or post for the

sums due. Late payment charges, equal to the legal interest rate on the date of the invoice, will be applicable from the date that the invoice is unpaid. These penalties will be added to the initial amount of the invoice.

Any non-payment will automatically, and without notice, lead to the suspension of the Card(s) of the Account until the full amount of sums is paid.

In addition, if the Member does not pay the sums due within 15 days of formal notice, and has not informed the Issuing Company of any serious query relating to sums invoiced, the Membership(s) of the Member's Account will be cancelled without any further notice. Any skiing days not yet invoiced become immediately due.

Finally, the Member declares to be aware that the Issuing Company is expressly mandated by each Operator for the purposes of proceeding in their name and on their behalf, for the amicable or judicial recovery of their debts.

Any costs involved in the collection of sums due are payable by the Member.

ARTICLE 9. Conditions of use for the Card

The Card is non-reimbursable and non-exchangeable. The Card remains the exclusive property of the Issuing Company.

The Card gives the Beneficiary the right, during its validity period, to free and unlimited access to the 3 Vallées Ski lifts. The Beneficiary must carry the Card at all times when using the ski lifts, from the bottom of the lift to the top.

Access to the Ski Lift System is exclusively given on presentation of the Card at the turnstiles and depends on the respective opening hours of the ski lifts. If the Card is not presented at the turnstile, access to the ski lifts will be refused. In no case will the Operator and/or Issuing Company reimburse any purchases of ski passes by the Member and/or a Beneficiary resulting from the Card being forgotten, lost or stolen.

The card and its carrier may be checked by official inspectors to verify that the Card is being used for personal use only. Failure to respect the personal nature of the Card will result in it being immediately confiscated and the Membership terminated, without prejudice to any of the other provisions in the general conditions of using of operators' ski lifts in the event of violations noted by an official controller.

ARTICLE 10. Changing Member and/or Beneficiary details

Should the postal address, e-mail address and/or credit card details change, the Member shall inform Customer Services within a maximum delay of 5 days following the change.

The change will take effect at the latest 8 days after Customer Services receive notification. The modification will be immediate if the modifications are made directly on the website or by phone.

The non-respect of the arrangements mentioned above, or the cancellation by the Member of the credit card payment authorisation, implies immediate cancellation of the Membership(s) of the Member's Account.

ARTICLE 11. Loss or theft of the Card

If the Card of a Beneficiary is lost or stolen, the Member or Beneficiary must inform Customer Services as soon as possible, either by phone or via the website.

In addition, the Member or Beneficiary can declare a loss or theft at one of the Issuing Company's and/or Operator(s)'s sales points. The Card will then be cancelled and no longer be valid for use.

For a new Card to be issued, the Member must apply to Customer Services. The Member hereby acknowledges that a processing fee of €10 will be charged to their account.

The Issuing Company and/or Operator(s) will send the new Card to the Member, by post within a maximum of 12 days. The new Card can also be given directly to the Beneficiary at one of the Issuing Company's and/or Operator(s)'s 3 Vallées Liberty sales points, if the loss or theft was declared on-site.

If the Member recovers the Card that was declared lost or stolen, they must return it to the Issuing Company by registered post.

ARTICLE 12. Defective Card

If the Card dysfunctions or has a technical problem, the Issuing Company will, as soon as possible and at their expense, replace the defective Card from the date the defective card is returned.

However, if, after verification, the Beneficiary is held responsible for the defective Card, the Issuing Company will invoice the Member an amount of €10 towards the cost of the replacement card.

The defective Card will be replaced by the Issuing Company who issued the initial Card.

ARTICLE 13. Customer Services

For any commercial or technical questions, the 3 Vallées Liberty Card Issuing Companies' Customer Services can be contacted:

- **For S3V (Courchevel / La Tania / Méribel-Mottaret)**
 - by phone on +33 (0)4 79 08 20 00 (local call rates apply from a landline in mainland France) under the conditions defined on the website,
 - by post: S3V – Direction Commerciale – BP 40 - 73122 Courchevel Cedex - France
 - by email: contact@s3v.com
- **For Méribel Alpina (Méribel / Brides les Bains)**
 - by phone on +33 (0)4 79 08 65 32 (local call rate applies from landlines in mainland France) under the conditions defined on the website,
 - by post: Méribel Alpina – Direction Commerciale - Route de la Chaudanne - 73550 – Méribel - France
 - by email: contact@meribel-alpina.com
- **For SEVABEL (Les Menuires-Saint Martin de Belleville)**
 - by phone on +33 (0)4 79 00 62 75 (local call rates apply from landlines in mainland France) under the conditions defined on the website,
 - by post: SEVABEL – BP2 Les Menuires – 73442 Saint Martin de Belleville Cedex - France
 - by email: sevabel@compagniedesalpes.fr
- **For SETAM (Val Thorens)**
 - by phone on +33 (0)4 79 00 07 08 (local call rates apply from landlines in mainland France) under the conditions defined on the website,
 - by post: SETAM – Le Génépi – 73440 Val Thorens - France
 - by email: forfaitinternet@valthorens.com
- **For STOR (Orelle)**
 - by phone on +33 (0)4 79 56 88 01 (local call rates apply from landlines in mainland France) under the conditions defined on the website,
 - by post: STOR – Gare de la Télécabine – 73140 Orelle - France
 - by email: info@orelle.net

ARTICLE 14. Cancellation

14.1 Cancellation by the Member

The Member can, at any time, request the full cancellation of their Membership by sending a registered letter to Customer Services with return receipt requested. The Member must give their contract

references: full contact details, Member Account number and number(s) of the Card(s) returned. When the cancellation request is received, the Issuing Company will send a cancellation confirmation e-mail (it is recommended that a copy of this confirmation is retained), and will cancel the Card(s) of the Member's Account and the Beneficiaries of the Account will no longer be able to benefit from the advantages of the Card(s) unless they register for a new membership.

The cancellation will take effect on the date indicated by the Member when they send notification, and at the earliest, or if no date is indicated, two (2) working days after receiving the cancellation notice.

If the Member cancels their Membership, the Member does not have the right to any reimbursement or indemnities. A confirmation will be sent to the Member by e-mail. Any skiing days used after the cancellation date as defined above, are due by the Member.

14.2 Cancellation by the Issuing Company

The Issuing Company retains the right to cancel in full the Membership(s) before the renewal date and the Card(s) if the Member and/or one of the Beneficiaries of the Member's Account does not respect one of the obligations to which they are liable under the terms of these general conditions of Membership and/or the general terms and conditions of Sale and Use of the operators' ski lifts, in particular in the case of:

- fraudulent use: non-respect of the nominative and personal nature of the Card
- fraudulent or false declarations: false declarations or presentation of false documents when the Card was issued or reissued
- violating these general conditions of Membership and the general conditions of using the Ski Area lift system and any behaviour contrary to public order and good moral standards
- payment defaults, whether it be owed to the Issuing Company and/or one or more of the other Operators.

And as such, without the Member being able to request any form of reimbursement, even partial, or any form of damages for this prejudice.

Operators reserve the right to refuse any Membership of a Member who has already been subject to a cancellation by one of the five Operators.

The Member and/the Beneficiaries will be informed by e-mail that their card has been invalidated and informed of the reasons for this invalidation.

ARTICLE 15. Results of the cancellation

15.1. Returning the Card

If the subscription is cancelled, regardless of the reason, the Member must return the invalid Card(s) in their possession and/or in possession of the Beneficiaries of the Member's Account to the Issuing Company.

15.2. Unpaid sums

If the subscription is cancelled, regardless of the reason, the Issuing Company will invoice unpaid sums due for the Membership, including skiing days used. Any late payment fees as detailed in article 8.4, will be added to these sums, if applicable.

ARTICLE 16. Claims

Claims must be sent via the website using the Member's Account or directly to Customer Services within 15 days of the event to which the claim relates, without prejudice to the legal deadlines and procedures for taking legal action.

ARTICLE 17. Liabilities and guarantees

The Issuing Company is only bound to provide the resources for online sales.

The Issuing Company may not be held liable for any inconveniences or damages arising from using the Internet, in particular from service failures, external intrusions or the presence of a computer virus, and in general, any other event expressly qualified as force majeure under the law.

The Member declares that they know the nature and limits of the Internet, in particular its technical performance, the time required to view, query or transfer data, and the security risks linked to these communications.

ARTICLE 18. Proof of purchase

When the Member provides their credit card number online and, more generally, confirms the order, this is taken as proof that the whole of the transaction has taken place, pursuant to the provisions of Act n° 2 000-230 of 13 March, 2000, and that payment is due.

This confirmation constitutes a signature and the express acceptance of all transactions carried out on the online sales module.

ARTICLE 19. Archiving

Orders are archived by the Issuing Company pursuant to Article L 134-2 of the French Consumer Code. In accordance with these articles, the Member may access their archived order by written request to the relevant company at the aforementioned address.

ARTICLE 20. Data protection

Information collected by the Issuing Company when the Member subscribes is mandatory and indispensable for issuing the Card.

This information is intended for use by the Issuing Company for administrative and commercial purposes, as well as for use by the Operators and other service providers and all third parties involved in managing and executing the current Membership.

The Member's and Beneficiaries' postal addresses and email addresses may be used for marketing and be sent to commercial partners.

In this respect, Members and Beneficiaries are informed that they can refuse this, namely by ticking a box to this effect on the Resort Website.

In accordance with the French Data Protection Act no. 78-17 of 6 January 1978, the Member and Beneficiaries have the right to access, rectify and oppose their personal data for legitimate reasons. This right can be exercised by sending a written request, along with a copy of the requester's proof of identity to Customer Services.

ARTICLE 21. Intellectual Property Rights

The Member has no property or usage rights and cannot use the names, signs, emblems, logos, brands, author rights and any signs or other rights whether literary, artistic or industrial of the Issuing Company and/or Operators.

ARTICLE 22. Modification of General Conditions of Membership

The Issuing Company retains the right to modify these general conditions of Membership. The Member will be notified of these modifications by email one month before they take effect, except when they concern modifications of tariffs for accessing the Ski Area ski lift system, as these will be immediately applicable as per the conditions set out in article 7. If these changes are refused by the Member, then the latter must cancel their Membership pursuant to the conditions set out in article 14.1 above. The lack of written response from the

Member within that one-month period constitutes their acceptance.

ARTICLE 23. Translation-Applicable Law-Dispute Resolution

In the event that these general conditions of Membership are translated into several languages, it is expressly understood that the French version of these general conditions of Membership is the only legally binding version. Consequently, and if there is any difficulty in the interpretation/application of one of the provisions of these general conditions of Membership, the French version should be purposefully and exclusively referred to.

The present general conditions of Membership are governed, both for their interpretation and for their administration, by French law.

In the event of a dispute regarding the interpretation or execution of these conditions, conventional mediation or other alternative dispute resolution (e.g. conciliation) may be used as set out in Article L133-4 of the French Consumer Code.

If an amicable settlement cannot be obtained, either party shall bring the dispute before the competent courts.