

## 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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Operator of the Méribel Alpina ski area

Hereinafter referred to as "the Operator".

### ARTICLE 1. GENERAL CONDITIONS

These terms are effective **as of 13 October 2014**.

The validation of an order entered on the Operator's online sales page at [www.skipass-meribel.com](http://www.skipass-meribel.com) implies implied the knowledge and acceptance by the purchaser (hereinafter referred to as the "Customer(s)") to all these conditions of online sale.

Should an event occur which is not covered by these current conditions, it would be governed by the rules in use for online sales for companies based in France.

These conditions complement the "TERMS AND CONDITIONS FOR THE SALE AND USE OF LIFT TICKETS" (hereinafter referred to as Tickets(s)) displayed at all sales offices and also available online.

These conditions apply only to individuals.

In accordance with Article 1369-4 of the Civil Code, all these conditions are made available to Customers who may download and print them.

Contractual information is given in the French language version.

### ARTICLE 2. PRODUCTS OFFERED

By buying online, the customer may register or recharge a ticket on the rechargeable card only. These "hands free" tickets are cards equipped with an electronic chip which may be recharged on the Operator's website and which open the turnstiles allowing access to the ski lifts.

**Reminder:** the **Ticket** is composed of a **material format** on which a **ticket** has been registered, and a **sales receipt** emailed upon confirmation of purchase or recharging online.

**NB:** In order to benefit from the "ticket loss or theft" procedure as defined in Article 4 of the General Conditions, the Customer **must** produce the receipt to the Operator.

The characteristics of the different Tickets available for sale (geographical area, duration etc.) are presented in price list on the aforementioned website.

### **ARTICLE 3. CONDITIONS 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.

New: The Client can also use the "Order without creating an account" function, just by entering his email address.

To finalize the order, the Customer must accept these Terms and the General Conditions of Sale and the Terms and Conditions of Liftpass Use.

In accordance with the requirements of Article 1369-5 of the Civil Code, the Customer can check the details of the order and the total price, and to correct any errors, before confirming it to signal his acceptance.

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 is the **sales receipt** referred to in Article 2.

Except in cases of online recharging referred to in Article 7, online orders (including payment, photographs and supporting document if required) must be entered on the Operator's website no later than the **fifteenth day** (for countries outside France and French overseas territories) and the **tenth day** (for 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, photographs and supporting document if required) may be made on the Operator's website up to the fifth day 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 (eg the Tourist Office). Collection is possible from one day before the Ticket's start date. Please take into account the offices' opening times which are displayed on [www.skipass-meribel.com](http://www.skipass-meribel.com).

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

### **ARTICLE 4. PRICES AND METHODS PAYMENT**

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

Postage costs are paid by the Operator.

**New:** The Customer may choose to receive his order by registered mail for a charge of six euros including taxes (6 €).

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

Payment by credit card is secured by Crédit Mutuel, in collaboration with CYBERMUT (Crédit Mutuel's secure on-line payment server), 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.

#### **ARTICLE 5. ACKNOWLEDGEMENT OF THE ORDER BY THE OPERATOR**

Confirmed orders with payment by credit card 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** referred to in Article 2, and 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. The Operator undertakes to deliver the Tickets by post no later than **two 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 on the day before the Ticket start date.

The customer must produce the **sales receipt** (the order confirmation sent by email) and official 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 can be recharged with the products offered by the Operator via the website no later than fifteen (15) minutes prior to the start time or date of the chosen Ticket.

Payment is made by credit card. 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 CANCELLATION CLAUSE**

Pursuant to Article L. 121-16-1 | 9 of the Consumer Code, the sale of tickets is not subject to any cancellation clause or cooling off period provided for in Articles L121-21 of the Code of Consumption.

#### **ARTICLE 9. AMENDMENT / CANCELLATION OF ORDER**

Once the Ticket order has been confirmed by the Customer, the Tickets cannot be refunded, returned or exchanged (unless the Customer has opted for the money back guarantee described in Section 10 below). Similarly, no changes can be made to the order.

#### **ARTICLE 10. MONEY BACK GUARANTEE**

At the time of the order, the Customer may purchase a money back guarantee for the sum of three euros including taxes (3 €) per ticket.

The purchase of this option allows the Customer to cancel all or part of the order, without giving any reason, up to the start date of the relevant Ticket.

The money back guarantee may in no circumstances be used by the customer to take advantage of a promotional offer and/or price reduction.

To do this, the cancellation request must be addressed to the Operator by email or post to the following addresses: *contact@meribel-alpina.com* or *MERIBEL ALPINA- Service Commercial- Route de la Chaudanne-73 550 MERIBEL LES ALLUES, France*.

This request must contain the reference number of the order, mentioned on the **sales receipt** referred to in Article 2 as well as the rechargeable cards numbers to cancel.

This request must be submitted by the Customer *at least at the start date of the relevant Ticket*.

The postmark will serve as proof of posting date for any cancellation by mail. If requested by email, the date of dispatch will serve as proof.

The Operator agrees to cancel the said order and reimburse the Customer by crediting his credit card, within a period of eight (8) days from the cancellation request.

The amount reimbursed corresponds to the amounts of the Ticket(s) purchased and cancelled (excluding insurance), the rechargeable card purchased and the "registered post" option if selected (only if the Tickets have not yet been posted).

Note: This cancellation is only possible if the relevant Tickets have not been used, even partially.

**No cancellation fee will be applied.**

No cancellation requests made less than the Ticket start date will be accepted by the Operator.

#### **ARTICLE 11. ORDER TRACKING**

For further information, contact Customer Services:

*Tel: +33(0)4.79.08.65.32*

*Postal Address: MERIBEL ALPINA-Service Commercial-Route de la Chaudanne-73 550 MÉRIBEL,  
France*

*Email: [contact@meribel-alpina.com](mailto:contact@meribel-alpina.com)*

#### **ARTICLE 12. LIABILITY AND WARRANTIES**

The Operator provides best endeavour to provide access to online sales. The Operator shall not be liable for any inconvenience or damage arising from the use of the Internet, including interruption of service, external intrusion or presence of computer virus or any other cause of force majeure in general.

The Customer agrees he understands the characteristics and limitations of the Internet, in particular its technical performance, response times for consulting, querying or transferring data and risks to communication security.

#### **ARTICLE 13 PROOF**

The online provision of a credit card number and the final confirmation of the order by the Customer is proof of the completeness of the transaction in accordance with Law No. 2000.230 of 13 March 2000 and of the price to be payable.

This confirmation is regarded as a signature and acceptance of all operations on the online sales site. 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.

#### **ARTICLE 14 INTELLECTUAL PROPERTY**

All the elements (graphics, photos, logos etc) on the website are the intellectual property right of the Operator or may be used by the Operator.

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

#### **ARTICLE 15. PROTECTION OF PERSONAL DATA**

All banking data requested Client from a Customer during the ordering process is protected by SSL certified 128 encryption.

The processing of personal data from online sales is regularly declared to the CNIL. The information provided by the Customers on the website is used to allow the Operator to process and fulfil orders placed on that site.

In accordance with Article 32 of the Data Protection Act, the Operator informs customers about the use made of these data, including sending commercial offers.

If customers make changes to their contact information, their email address or other information, they should update their personal data by logging onto their personal account on the website.

#### **ARTICLE 16. ARCHIVING**

The filing of purchase orders is done by the Operator's Commercial Service in accordance with Article L 134-2 of the Consumers Code. Under these conditions, the Customer can access his archived order by making a written request to the said service at the above address.

#### **ARTICLE 17. TRANSLATION AND APPLICABLE LITIGATION LAWS**

Where these terms have been translated into several languages, it is expressly understood that the French version of these conditions is the only version with any legal validity. 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 the case of a dispute concerning the interpretation or enforcement of these conditions, it is possible to use conventional mediation or any other alternative means of dispute resolution (eg arbitration) as provided for in Article L133 -4 of the Consumer Code.

Failing amicable settlement, the dispute may be referred by either party to the relevant courts.

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