

TERMS AND CONDITIONS FOR THE USE OF LIFT 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

Insured for professional liability in accordance with provisions of Article L220-1 of the Insurance Code, with Allianz Opérations Entreprises- 7, Place du Dôme-TSA 21017-92 099 La Défense Cedex.

Hereinafter referred to as "the Operator".

Article 1. GENERAL CONDITIONS

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

These general conditions are applicable from 01 September 2016 and are valid only during the winter season. The terms of sale for tickets valid during the summer season are specified in a separate document.

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

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

NOTE:

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 User, who must be able to present it to the Operator during a ticket inspection or as a supporting document in any claim (eg, emergency, loss or theft of Ticket, exchange or claim) against the Operator or another 3 Valleys operator if required.

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

ARTICLE 2. TICKET INSPECTION

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

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

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

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

The absence of a Ticket, the use of an invalid Ticket or the failure to comply with the regulations posted at the ski lifts, detected by an official inspector working for the Operator or another Three Valleys operator, will lead to:

- Either the **payment of a fixed fine** to avoid prosecution. This sum is equal to FIVE times the value of a day's ticket, to which may be added administrative charges, in accordance with applicable regulations (Articles L342-15, R342-19 and R342-20 of the Tourism Code and section 529 -3 and following of the Code of Criminal Procedure).
- Or **face prosecution**.

Official inspectors may request the User to produce all documents which justify the application of reduced prices or free Tickets.

If the User refuses or is unable to prove his identity, the official inspector will immediately inform a member of the police force who is legally authorised to request this information.

The official inspectors can also confiscate the Ticket immediately in order to return it to its proper owner.

ARTICLE 3. DEFECTIVE TICKET CARDS

Recommendations for use: place the ticket in a left-hand pocket, away from any metal or electronic objects. The ticket should not be folded or perforated or placed near a heat source.

In the case of a malfunction or defect to a single-use Ticket (during the period of validity of the ticket registered) or rechargeable card (within three winter seasons), the Operator will, at its expense, replace the ticket support at one of the Operator's sales offices.

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

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

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

ARTICLE 4. TICKET LOSS OR THEFT

The following provisions apply only to Tickets issued by the Operator.

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

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

• Information required

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

Case no. 1: For a User who acquired his Ticket directly from the Operator's sales office or website (www.skipass-meribel.com)

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

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

He must provide the number on the Ticket support to the Operator

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

• Administrative Fees

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

• Issuing of duplicate

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

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

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

ARTICLE 5. COMPLIANCE WITH SAFETY RULES

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

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

ARTICLE 6. PROTECTION OF PERSONAL DATA

Data on Users' movements is collected for the purpose of managing access to the lifts and Ticket inspections. Data is also collected for statistical purposes.

All this data is solely collected for the use of the Operator and, where appropriate, for other Operators of the linked ski area crossed through.

Under the Data Protection Act, the User (or his legal representative) has a right of access, rectification and opposition for legitimate reasons to the Operator, by writing to the following address:

MERIBEL ALPINA – Service Billetterie – Route de la Chaudanne – 73 550 MÉRIBEL, France

Data collected by: the Operator

Purpose of data collection: Ticketing and access control.

Moreover, in the case of an action or operation involving the ski patrollers/rescue services and a User, the personal data collected may be used to monitor their activities and for the purposes of billing for rescue services.

This data is solely for the use of the Operator and the public authority responsible for collecting rescue costs.

Under the Data Protection Act, the User (or his legal representative) has a right of access and correction with the Operator by writing to the following address:

MERIBEL ALPINA - Service de la sécurité des pistes- Route de la Chaudanne-73 550 MÉRIBEL France

Data collected by: the Operator

Purpose of data collection: follow-up to piste safety activities

Pursuant to Article 90 of Decree No. 2005-1309 of 20 October 2005, anyone can receive the information in this paragraph on written form, after a single oral or written request to the above service.

ARTICLE 7. CO² INFORMATION ON TRANSPORT

Pursuant to Article L. 1431-3 of the Code of transport, the operator declares the following CO² information related to transport by lifts:

(power consumption over 3 years / days skied over 3 years) x 53g emission factor

The CO² transport for a one day 3 Vallées pass is 366g.

For further information, apply to: *Méribel Alpina - Service Qualité Sécurité Environnement – Route de la Chaudanne – 73 550 MÉRIBEL – France* or contact@meribel-alpina.com.

ARTICLE 8. TRANSLATION AND APPLICABLE LAWS – SETTLEMENT OF DISPUTES

Given that these terms and conditions have been translated into several languages, it is expressly understood that the French version of these conditions is the only legally binding version. Therefore,

in case of difficulty in interpretation / application of any provision of these terms and conditions, reference should be made expressly and exclusively to the French version.

These general conditions are subject to French law in both their interpretation and implementation.

In 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 is legally binding.