

TERMS AND CONDITIONS FOR THE SALE AND USE OF LIFT TICKETS
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MERIBEL ALPINA

SAS (Simplified Joint Stock Company) with a capital of €3,287,169.01

Chambéry RCS (Trade and Company Register) No. 075 520 064

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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") sold 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 Customer(s)") of all of these terms and conditions, without prejudice to existing appeal procedures.

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

The **Ticket** is issued on a material format which mentions its number, called a "Keycard number ". The **Ticket** consists of a material format, on which a **transport ticket** has been registered, and a **receipt**.

The duration of a Ticket refers to consecutive days.

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 Operator during a ticket inspection or as a supporting document in any claim (eg, emergency, loss or theft of Ticket, exchange or claim).

ARTICLE 2. TICKET FORMATS**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 (except for free ticket and season ticket) by the Operator when purchased at one of the Operator's sales offices.

2.2. The rechargeable card

This is a reusable card which can be recharged one or more times. It is guaranteed for three (3) winter seasons.

This card incorporates a chip on which the Ticket is registered which gives access to one of the ski areas listed above. It is given for free by the Operator and is given by the sales offices and on www.skipass-meribel.com (regardless the ticket which is bought).

It is sold 3€ (VAT included) by the Operator in the sales offices exclusively for the free tickets.

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 an extension to the ski area may be added to a valid ticket.

ARTICLE 3. CUSTOMER PHOTOGRAPHS

The sale of any "season" Ticket, "free" Tickets and any ticket at preferential rates require a recent full-face photograph of the Customer, without sunglasses or head covering.

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

ARTICLE 4. PRICES AND METHODS OF PAYMENT

4.1. Prices

The regular fare for tickets, rechargeable cards and Carré Neige insurance (www.carreneige.com) are displayed at the Operator's sales offices and on the Internet at www.skipass-meribel.com. Price Guides are also available in these outlets and at the Tourist Offices.

These rates are shown in Euros 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 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.

The age of the customer taken into account is that on the first day of validity of the ticket.

4.2. Terms and means of Payment

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

Payment must be made in euros, either by cheque drawn on a bank account in France made payable to the Operator, or in cash or by a credit card accepted by the Operator (CB, American Express, Visa, Mastercard) or by ANCV vouchers.

ID is required for payment by cheque.

ARTICLE 5. CONDITIONS OF USE OF TABLETS

Payment can be made by credit card only for recharging tickets on the touch-sensitive tablets provided for customers in certain sales offices.

Article 6. INTERRUPTION TO THE LIFT SYSTEM

It should be noted that sale of "3 Valleys" tickets may be postponed in the event of insufficient snow or closing of the 3 Valleys links. "3 Valleys" lift tickets will only be accepted in other resorts if the connecting ski link is open.

6.1. If the Customer opts for a "day" Ticket

Customers can benefit from reduced "day" ticket rates offered by the Operator in adverse weather and snow conditions that have a significant impact on lift openings. (= bad weather "Tariffs")

6.2. If the Customer opts for a multi-day Ticket (excluding "season" tickets and non-consecutive day tickets)

Only an interruption of more than a half-day to all lifts open at the time when the interruption occurs and to which the ticket gives access (except in cases of force majeure) may result in compensation for the loss suffered by the holders of a multi-day Ticket (excluding "season" tickets and non-consecutive day tickets).

In this case, a compensation application form may be obtained from the Operator's customer service desk or sales offices.

Compensation can only be granted for Tickets acquired and paid for directly by the Customer to the Operator. Compensation is determined by the number of days during which the Customer was unable to use his ticket, due to the service interruption: the last day being considered, in any event, on the expiry date of the relevant Ticket.

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

1. Immediate extension of the period of validity of the relevant Ticket by issuing a new ticket (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 second winter season following that in which the compensation is granted. This credit is non-transferable and personal. This credit is an amount calculated in proportion to the number of days of interruption to the lifts.
3. Partial refund calculated pro rata by the number of days' interruption to lifts. (For example: for complete closure to all lifts as defined above for three (3) days, a Customer holding a six-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 other service which exceeds the compensation chosen.

The claim for compensation, together with supporting documents (original Ticket, receipt and compensation form stating the desired type of compensation) must be given or posted to the Operator, in the manner set out in Article 8 below.

Compensation will be made no later than four (4) months after receipt of all documents relating to the claim for compensation.

ARTICLE 7. REIMBURSEMENT

In cases where the Tickets issued are partially or fully unused, they will not be refunded or exchanged, except in cases mentioned in Article 6 above.

Non-consecutive day Tickets must be used during the current winter season. Beyond that date, they are no longer valid and cannot be reissued for a later date or reimbursed.

It is possible to cover this risk by specific insurance, which also covers the costs of rescue in the case of an accident on the slopes or lifts. Information on this insurance can be obtained at the sales offices.

ARTICLE 8. CLAIMS

Any claims must be addressed to the Operator within a period of one (1) month of the occurrence of the event causing the claim, without prejudice to means of redress and legal deadlines for court action.

All claims must be sent to the following address:

SOCIETE MERIBEL ALPINA

Service Relations Clientèle

Route de la Chaudanne

73 550 MERIBEL, France

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS

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 Operator.

ARTICLE 10. PROTECTION OF PERSONAL DATA

All information requested by the Operator in order to issue a Ticket is mandatory. If any of the required information is missing, the ticket cannot be issued.

The data is destined solely for the use of the Operator.

Certain data (postal address, email and phone number) may also be requested from the Customer by the Operator for commercial purposes, in accordance with the LCEN law of 21 June 2004.

Under the Data Protection Act, the Customer (or his legal representative) has a right of access, rectification and opposition for legitimate reasons (including the conservation of digital photographs or the sending of commercial propositions) with the Operator, by writing to the following address:

MERIBEL ALPINA– Service Billetterie – Route de la Chaudanne – 73550 MERIBEL. France

Data collected by: the Operator

Purpose of data collection: Ticketing and commercial management

In accordance with Article 90 of the Law 2005-1309 of 20 October 2005, any customer can receive the information in this paragraph in written form, by written or spoken request to the above organisation.

ARTICLE 11. TRANSLATION AND APPLICABLE LAW – 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 accordance with the provisions of Article L 211-3 of the Consumer Code, in the event of a dispute arising as to the validity, interpretation or performance of these general conditions, the consumer may have recourse free of charge to a procedure Conventional mediation or any other alternative means of dispute resolution. The consumer is informed of the possibility of using a mediation procedure with the Ombudsman for Tourism and Travel (MTV Médiation Tourisme Voyage, BP 80 303, 75 823 Paris Cedex 17) in accordance with the modalities set out on www.mtv.travel And within a maximum period of one (1) year from the written complaint filed with DSF.

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.