

GENERAL TERMS AND CONDITIONS OF SALE OF SKI-LIFT PASSES FOR THE 2023-2024 WINTER SEASON

GENERAL

These General Terms and Conditions of Sale apply to all ski lift passes (hereinafter the “Ski pass(es)”) issued by the Operator (hereinafter “STOR”), and giving access to the ski area of Orelle o Orelle – Val Thorens o Vallée des Belleville (area connected to the ski areas of Les Menuires and St Martin de Belleville) or 3 Vallées (area connected to the ski areas of Les Menuires, St Martin de Belleville, Méribel and Courchevel).

The purchase of a ski pass implies the acknowledgement and acceptance by the person (hereinafter the “User(s)”) of all these Terms and Conditions of Use, without prejudice to the usual remedies.

These Terms and Conditions of Sale are completed by the Terms and Conditions of Use of ski-lift passes.

For online purchases (Website), Special Terms and Conditions of Sale are available on the website ski.orelle.net.

Should a provision of these Terms and Conditions be lacking, it will be considered as governed by the customary practices in force in the ski-lift sector for companies with their head office in France.

These Terms and Conditions only apply to natural persons considered as consumers under the introductory article of the Consumer Code, who have purchased their ski pass at a STOR ticket office or at a STOR self-service ticket machine.

It is the Customer’s responsibility to enquiry on available ski passes and prices and to select the most appropriate. STOR shall not be held responsible for the Customer’s choice.

In its capacity of Insurance intermediary agent, STOR also offers the Customer an insurance contract “Carré Neige” in addition to the ski pass. This contract is subject to the insurance conditions that are available in the point of sale or can be downloaded directly on the website www.carreneige.com.

ARTICLE 1 – CARD AND TICKET

1.1 Definitions

SKI PASS : The **Ski pass** consists of a **card** (materialised or not) onto which a **ticket** is registered. The information on the ski pass validity registered on the card has no contractual value. The information contained in the card chip is the only binding one.

Various categories of tickets are available:

- **DATED TICKETS** : “Dated” tickets for which the dates of the first and last day of use are fixed; for THESE TICKETS, the date of validity may not be changed, except for exceptional circumstances duly assessed by STOR.

- **NON-DATED TICKETS** : “Non-dated” tickets for which the first day of use is not specified. For these tickets, the number of days is deducted continuously and consecutively from the first passage at the first turnstile, regardless of the time of the first passage.

The validity of these tickets (dated and non-dated) expressed in days implies “consecutive days”.

- **4-HOUR PASS** : For 4-hour passes, the number of hours is deducted continuously and consecutively from the first passage at the first turnstile. If the four-hours are not used up when the ski lifts close at the end of the day, the credit cannot be carried over to a subsequent day, nor can it be refunded or exchanged.

- **SEASON PASS** : The **Season Pass** is a pass with a fixed period of validity for the winter season, with a minimum of 90 guaranteed skiing days, **it being understood that the counting down of the 90 skiing days starts on the first day of the official opening of the winter season.**

A “guaranteed skiing day” is considered valid when the two following conditions are fulfilled simultaneously over the same day:

- **No complete and consecutive interruption of the ski lift service for more than 5 hours**
- **Opening of at least 10% of the ski lifts in the ski area accessible with the pass;**
The above conditions apply to the winter season as defined below.

WINTER SEASON : refers to the period from the official opening date of the ski lifts in Orelle - Val Thorens and the official closing date of the ski lifts.

THE CARD : Tickets are issued on rechargeable cards.

1.2 Conditions of purchase

Tickets must be purchased either at the STOR ticket offices of the resort, or at one of the STOR self-service ticket machines, or on the online sale website ski.orelle.net or through social and professional agents authorised by STOR.

Besides the sale at STOR ticket offices, a card holder will be able to purchase a 4-hour ski pass or a daily ski pass up to 25 consecutive days (Adults 13 to 64, children 5 to 12, senior 65 to 74), a Family Pass, a Tribe Pass and a Season Pass, on the website ski.orelle.net.

The ticket holder is not entitled to any discount on the price of the ski pass in case of recharge.

As long as the ticket registered on the card is not used up, no other ticket must be registered. Failing this, the initial ticket will be immediately cancelled and the Customer cannot claim any damage.

Only the registration of a 3 Vallées extension is possible and must be requested at STOR ticket offices.

Rechargeable cards can be reused one or more times within a two-year guarantee period. This guarantee only applies in case of normal use of the card and consists in issuing a new card as a replacement for the faulty card.

The ski pass gives access, consecutively for the period of validity of the ticket and according to the terms and conditions specified below, to the ski lifts in operation in the ski area corresponding to its purchase (Orelle, Orelle – Val Thorens, Vallée des Belleville or 3 Vallées). It also gives access to various products strictly related to the possession of a ticket.

For the period of validity of the ticket, the ski pass is strictly personal and is not assignable or transferrable. It may not be lent, either free of charge or against payment.

ARTICLE 2 – CONDITIONS OF ISSUE OF TICKETS

It should be noted that the sale of ski passes for “3 Vallées” and “Vallée de Belleville” may be postponed in case of insufficient snow or closing of the 3 Vallées connections.

2.1 Prices – Discounts and free tickets - Proofs

All public selling prices of ski passes are displayed on the screens located in the point of sale, on the bulletin board containing all the ski area information.

Prices are expressed in euros inclusive of all taxes, per person. They take into account the VAT rate on the day of the purchase, and are subject to change in case of tax rate variations. They are also available on the website: ski.orelle.net

Discounts or free tickets are proposed to various categories of people under the terms available at the point of sale and on presentation, at the time of purchase, of documents proving the preferential rate.

STOR – Gare de la Télécabine – 73140 ORELLE - Tél : +33 (0)4 79 56 88 01 - E-mail : info@orelle.net - Site : ski.orelle.net
N° identification TVA : FR 17 402 811 061 – RCS Chambéry : B 402 811 061 – SIRET : 402 811 061 00017

Code APE : 4939 C RC Exploitation des Remontées Mécaniques

All discounts are applied on an “adult/senior/child solo or individual rate” basis and cannot be combined with other current offers or promotions.

The Customer’s age to be considered is the age on the first day of validity of the issued pass.

Proofs of discount will be kept by STOR in accordance with the provisions of Article 9. The Customer may exercise their rights on this data in accordance with the provisions of Article 9.

No discount or free ticket will be granted after the purchase.

2.2 Photo of the Customer

The sale of season passes, reduced rate, veteran passes (75 years old and more) and free passes is subject to the presentation of a recent photo of the pass holder, full face and without sunglasses or headgear.

This photo will be kept by STOR in its ticketing computer system in accordance with the provisions of Article 9. The Customer may exercise their rights on this data in accordance with the provisions of Article 9.

2.3 Sales receipt

All ski passes issued, except “daily group ski passes” entail the delivery of a sales receipt indicating the nature of the ticket, its date of issue and individual number.

This sales receipt must be kept carefully for any further request. It is strongly recommended not to leave it in the same pocket as the pass itself.

ARTICLE 3 – CONDITIONS AND MEANS OF PAYMENT

Payments will be made in Euros, either in cash within the regulatory limits (cf. Articles L112-6 and D112-3) of the Monetary and Financial Code), or by credit card (CB, Visa or Eurocard Mastercard, American Express), or by cheque drawn on a bank account opened in France and payable to STOR, or by valid holiday voucher issued by ANCV (Holiday Voucher National Agency) with no change given.

ARTICLE 4 – CONDITIONS OF USE OF STOR SKI PASS SELF-SERVICE MACHINES

Automatic machines available in STOR ticket offices allow Customers to purchase and/or recharge the specific ski passes indicated on the machines. Payment can be made by credit card (CB, Visa or Eurocard Mastercard) via an automatic payment terminal.

An email address must be provided to receive the proof of purchase. Customers are responsible for the email address entered and, in case of error, they will need to request a copy at a ticket office on presentation of their ski pass.

ARTICLE 5 – REFUND OF SKI PASSES

5.1 Unused ski passes

When issued ski passes (except 3 Vallées extension) have not been used, a request for partial or total refund of the order can be sent by email to info@orelle.net or presented directly at STOR ticket offices.

Ski passes will be refunded by credit card (if the initial payment was made by credit card), bank cheque or bank transfer within 90 days.

5.2 Partially used ski passes

Issued ski passes that are only partially used **will not be refunded or exchanged**.

In case of illness, accident or other personal events, an insurance service may cover this risk and useful information is available on the website: www.carreneige.com

ARTICLE 6 – SERVICE SHUTDOWN OR INTERRUPTION

6.1 Season Pass

For valid SEASON PASSES: only the closing of the ski lifts accessible with the pass, preventing "guaranteed skiing" as defined in Article 1, will entail a compensation.

In this case, the amount of the compensation will be calculated as follows:

$$C = P \times (90 - D) / 90$$

C = Compensation

P = Price paid

D = Guaranteed skiing days

6.2 Other ski passes

In case of shutdown of the ski lift service, holders of a valid purchased ski pass, may be offered a "compensation" at the end of their stay, for any prejudice suffered, only in case of **complete and consecutive shutdown of 90 % of the ski lifts accessible with the ski pass AND for a period exceeding 5 hours**.

The customer can obtain, on presentation of a proof:

- an immediate extension of the pass, or
- a credit in skiing days to be used at a later date, or
- a deferred refund on presentation of relevant documents

within two months; a refund by cheque or bank transfer will be made within four months following the receipt of such documents. The amount of the refund will be established in proportion to the shutdown period of the ski lift service, and calculated as follows: (value in € of the ticket purchased by the customer for a 'X' period) – (value in € of a ticket identical to that purchased by the customer, but for a consecutive period 'X-Y'), Y being the shutdown period of the service for more than half a day.

The Customer cannot claim any amount or service exceeding this lump sum compensation.

Only a complete and consecutive shutdown of the **Orelle - Val Thorens ski lifts** for more than half a day will entail compensation for holders of 3 Vallées and Vallée des Belleville ski passes issued at Orelle.

ATTENTION : In any case, Season passes and other passes purchased and paid directly by the Customer to STOR give right to compensation. Otherwise, reference should be to the Terms and Conditions of Sale of the organisation that sold the ski pass.

ARTICLE 7 – SPECIAL PROVISIONS

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Energy restriction measures

In this time of energy crisis, authorities are likely to impose energy restriction measures that may impact the ski lift transport offer and services of the Orelle – Val Thorens ski area. As appropriate, STOR shall inform its customers in a timely manner after being informed by the energy suppliers on the potential impacts on the ski lifts and ski area. In this case, the provisions specified in this document (see Article 6 – Service closure or interruption) will apply.

ARTICLE 8 - CLAIMS

All claims must be addressed to STOR within two months of the occurrence of the event that originated the claim, without prejudice to any legal remedies and terms to take legal action, at the following address: STOR – Gare de la Télécabine – 73140 ORELLE.

ARTICLE 9 - INTELLECTUAL PROPERTY

The Customer does not acquire any right of ownership or right of use and may not use any denomination, sign, symbol, logo, brand, copyright and any other sign or right of literary, artistic or industrial property of STOR.

ARTICLE 10 – PROTECTION OF PERSONAL DATA

In the framework of the implementation of the General Data Protection Regulation (GDPR), the General Conditions of Sale of ski-lift passes have been updated according to the new European directives on privacy.

The Customer is informed and agrees that, when they purchase a ski pass, STOR may collect, process, store and use their personal data in compliance with the applicable regulations on personal data, in particular the French data protection act (Informatique et Libertés) of 6 January 1978 amended by Law no. 2018-493 of 20 June 2018 on personal data protection, based on the EU General Data Protection Regulation. Collecting and processing this data is required for the performance of the contract, the customer relationship management and improvement of the services offered, and its legal basis is the performance of the contract. Each form specifies which personal information is mandatory. If one or more mandatory information is missing, the ski pass will not be issued.

Unless expressly opposed by the Customer, the collected personal data may also be used by STOR for electronic marketing purposes, for products and services similar to those covered by the contract.

Subject to the Customer's prior express consent, the required data may also be used for electronic marketing purposes and/or information on the resort activity by the Tourist Office of Orelle, a partner of STOR. In this case, the data processing legal basis will be the Customer's consent, which may be withdrawn at any time.

The Customer acknowledges and agrees that the data related to their activities on the slopes may also be collected for the purpose of managing the ski-lift access operations, checking the tickets and, if applicable, searching for missing people. In this case, the data processing legal basis will be the performance of the contract, STOR's lawful interest and the person's vital interest, as the case may be.

The collected data may be used for statistical purposes after being anonymized.

This information is strictly confidential and is only intended for STOR's relevant services (namely the ticketing service, the accounting service, the communication service, the reception and control service, the Management) and for the Tourist Office of Orelle, that are involved in the performance of the contract. Consequently, this information will not be disclosed to third parties, with the exception of STOR's subcontractors, for strictly technical reasons or when such communication is required by law, by a statutory provision or a court order.

In order to protect the privacy and security of personal data, and in particular to protect them from unlawful or accidental destruction, loss or accidental alteration, or unauthorised disclosure or access, STOR implements appropriate technical and organisational measures, in accordance to the applicable legal provisions. For this purpose, STOR has implemented technical measures (such as firewalls) and organisational measures (such as a login/password system, physical protection means, etc...).

The collected data is kept for a maximum period of 5 years from the date of expiry of the ski pass.

The Customer has the right to access, rectify, erase and transfer their data, the right to limit and oppose the processing thereof, the right to submit a claim to a supervisory authority and to provide guidelines as to the destination of their data after their death. The Customer may exercise their rights by writing to the following address: STOR, Traitement automatisé, Gare de la télécabine, 73140 ORELLE or by email to protection@orelle.net.

For the sake of privacy and personal data protection, STOR must be able to verify the Customer's identity in order to reply to their request. For this purpose, the Customer must attach to any request to exercise the aforementioned rights, the photocopy of an identity document including their place and date of birth and bearing their signature, in accordance with the provisions of Law no. 78-17 of 6 January 1978 "Informatique et Libertés" of Article 92 of Decree of 20 October 2005 considered for the application of this law and the European regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data.

Customers are informed that they can register on the list of opposition to cold calling "Bloctel" at the following address:
<https://conso.bloctel.fr/>.

STOR has appointed a Data Protection who can be contacted at the following address: STOR – Délégué à la protection des données - Gare de la Télécabine – 73140 ORELLE.

Lastly, the User has the right to submit a complaint to CNIL, if they believe that their rights have not been respected. CNIL contact information: Commission Nationale de l'informatique et des Libertés - 3 place de Fontenoy - TSA 80715 - 75334 Paris Cedex 07 - France –

ARTICLE 11 - TRANSLATION AND APPLICABLE LAW – DISPUTE SETTLEMENT

These Terms and Conditions of Sale are written in several languages and it is expressly understood that the French version of these Terms and Conditions of Sale is the only binding one.

Consequently, in case of difficult interpretation or application of any clause of these Terms and Conditions of Sale, reference shall be made expressly and exclusively to the French version.

The interpretation and implementation of these Terms and Conditions of Sale are subject to the French law.

In accordance with the provisions of Article L211-3 of the Consumer Code, in case of dispute arising from the validity, interpretation or implementation of these conditions, the Customer may seek a conventional mediation procedure free of charge, or any other alternative dispute settlement method. The Customer is informed of the possibility to seek a mediation procedure with the **Médiateur du Tourisme et du Voyage** (MTV Médiation Tourisme Voyage, BP 80 303, 75 823 Paris Cedex 17) according to the provisions set out on the website www.mtv.travel, and within a maximum of one (1) year from the date of the written claim addressed to STOR.

The Customer may also refer to the European platform for dispute settlements, available on the Internet at the following address: <https://webgate.ec.europa.eu/odr/> or apply to the European ombudsman - 1 avenue du Président Robert Schuman - CS 30403 - F-67001 Strasbourg Cedex – Tel.: +33 (0)3 88 17 23 13

The opinion expressed by the ombudsman is not binding for the contracting parties.

In case of failure to reach an amicable settlement, the dispute will be submitted to the relevant court, in accordance with the applicable law.