

GENERAL

These Special Terms and Conditions for Online Sale of Ski passes apply to all tickets used on ski lifts (hereinafter the “Ski pass(es)”) sold 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 “Customer(s)”) of all these Special Terms and Conditions, without prejudice to the usual remedies.

These Special Terms and Conditions supplement the “General Terms and Conditions of Sales and the General Terms and Conditions of Use of Ski lift passes”, hereinafter the “Ski pass(es)” displayed in the point of sale and 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 on the website ski.orelle.net

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 – ONLINE SALES

Ski passes can be ordered and purchased online. on the website www.orelle.net. Preferential rates are applied for any purchase of daily or 4-hour ski passes for Orelle – Val Thorens on the website www.orelle.net. The Customer can choose to either recharge the pass or collect it at one of STOR self-service ticket machines, or receive it at their home address by post.

ARTICLE 2 – MAGNETIC CARD AND TICKET

The ski pass consists of a magnetic card onto which a ticket is encrypted, and an online purchase or recharge confirmation (hereinafter the “sales receipt”).

NB : To benefit from the “Loss or theft of ski pass” procedure as defined in Article 4 of the General Conditions of Use of Ski passes, the Customer must provide STOR with this sales receipt.

The information contained in the card chip is the only binding one.

Tickets are issued on rechargeable cards. These cards allow to purchase a 4-hour ski pass or a daily ski pass up to 21 consecutive days (Adults 13 to 64, children 5 to 12, senior 65 to 74), a Family Pass, a Tribe or a season Pass. The ski pass validity expressed in days implies “consecutive days”.

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 can be registered. Failing this, the initial ticket will be immediately cancelled and the Customer cannot claim any damage.

The only exception is an extension for 3 Vallées, which must be requested at STOR ticket offices.

ARTICLE 3 – TICKET ORDER CONDITIONS

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.

3.1 – Online order conditions

An order can only be registered on the website if the Customer has been clearly identified:

- by entering the access code (login + password) which is strictly personal,
- by filling in the online form to obtain an access code.

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

To finalise the order, the Customer must accept these terms and conditions, as well as the General Terms and Conditions of Use of

ski lift passes. Pursuant to Article 1127-2 of the Civil Code, the Customer is entitled to verify the details and total price of the order, and to correct possible errors before confirming the order for acceptance.

The order implies the obligation of payment. All orders imply acceptance of the service description and rates.

3.2 Issue of ski passes

Magnetic cards can be recharged online or collected at STOR self-service ticket machines, according to the products offered online, with no time limit.

To recharge the pass, the Customer must use the number indicated on the card.

To collect the pass, the Customer must use the code or QR code sent by email, taking into account the opening hours of the collection points.

To receive the ski passes at home, the complete online orders (payment made) must be placed at the latest ten days before the first day of validity. If the passes are not received before the Customer's departure, the Customer may either present their purchase confirmation at one of STOR ticket offices to obtain new passes, or request the cancellation of the sale and the refund of the amounts paid.

STOR shall not be held responsible in case of force majeure or in case of disturbance, total or partial strike of the mail service, or forwarding and transport means.

The pass is automatically activated when the Customer goes through the hands-free turnstiles at the Orelle resort for the first time, according to the date selected at the time of purchase.

3.3 Prices and terms of payment

The characteristics of the various passes available for sale (geographical area, validity period...) are shown on the rate table available on the website ski.orelle.net. Only the passes mentioned on the site can be purchased and/or recharged.

Prices are expressed in euros inclusive of all taxes, per person. They take into account the VAT rate on the day of the order, and are subject to change in case of tax rate variations.

When ordering online, the Customer declares that they hold the official documents proving their right to preferential rates.

Postal charges are offered by STOR.

The price of the online order is payable at the time of order and payments must be made in Euros, by credit card (Visa, Eurocard, Mastercard, American Express). All bank details provided by the Customer when placing an order are protected by an encryption process certified by SSL.

For the season passes -30 years, a photo and justification of the birth date are required.

It should be noted that payment by credit card is secured through Crédit Agricole, in association with E-Transaction which

guarantees the payment confidentiality. Payments are made through virtual payment terminals with immediate debit. At no time is STOR aware of the numbers provided by the Customer. STOR is merely notified by the bank that a transfer corresponding to the amount of a given order has been made to its account.

3.4 Order confirmation

Orders are paid and confirmed subject to the bank's agreement. Refusal by the bank to authorise the debit of the customer's bank account implies the cancellation of the ordering process, and will be notified to the Customer.

After the Customer has passed and confirmed the order, STOR acknowledges receipt of the order with an email containing a summary of all the products confirmed by the Customer and constitutes the sales receipt. This receipt must be kept carefully for any further request.

ARTICLE 4 – LACK OF RIGHT OF WITHDRAWAL

The sale of ski passes is not subject to the application of the right of withdrawal under Article L221-18 and following of the Consumer Code with regard to online sales.

However, the sale of "Carré Neige" insurance products is subject to the provisions regarding the right of withdrawal in the case of multiple insurances, as provided for by the Insurance Code. Its terms are set out in the Special Conventions (information note) available online (www.carreneige.com).

ARTICLE 5 – ORDER CHANGE

In no circumstances can an order be changed by the Customer with the purpose of taking advantage of a promotional offer and/or price discount.

After the order has been confirmed by the Customer, the ordered ski pass can no longer be changed. However, tickets may be exchanged (for a different period or a different validity sector) at the ski lift ticket offices, provided that they have not been used, even partially.

If the price of the new ski pass is higher than the initial pass, the Customer will pay the difference at the ticket office to validate the change.

If the price of the new ski pass is lower than the initial pass, the refund will be credited back to the credit card used for the initial transaction.

ARTICLE 6 – CLAIM AND TERMINATION

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.

Except in the event of force majeure, as defined in Article 1218 of the Civil Code, if STOR fails to fulfil its obligation to provide services on the date or within the term specified to the Customer or, failing that, at the latest thirty (30) days after the conclusion of the contract, the Customer has the right to terminate the contract by means of registered letter with acknowledgement of receipt, or by means of a written document on a different durable medium if, after having ordered STOR in the same manner, to provide the services within an additional term, STOR has failed to comply within this period. The contract is considered terminated upon receipt by STOR of the letter of written document notifying the termination, unless STOR has complied in the meantime.

The Customer may terminate the contract with immediate effect if STOR refuses to provide the services or fails to fulfil its obligation to provide services on the date or within the term specified by the Customer, and if this date or term constitutes an essential condition of the contract for the Customer. This essential condition results from circumstances related to the conclusion of the contract or a specific request of the Customer before the conclusion of the contract (Article L216-2 of the Consumer Code).

ARTICLE 7 – RESPONSIBILITIES AND GUARANTEES

STOR is only liable for due care in all stages of access to online sales.

STOR shall not be held responsible for any inconvenience or damage pertaining to the use of the Internet network, in particular service interruption, external intrusion of presence of computer viruses and, in general, any other event expressly described as a case of force majeure by the case law (article L221-15 of the Consumer Code).

The Customer declares that they are aware of the characteristics and limitations of the Internet, in particular its technical performance, response times when consulting, searching or transferring data, as well as the risks link to the security of online communications.

ARTICLE 8 – FORMS OF PROOF

The online provision of the credit card number and, in general, the final confirmation of the order by the Customer, constitute a proof of the transaction completeness, in compliance with the provisions of Article 1366 of the Civil Code as well as the payment liability.

This confirmation constitutes the signature and express acceptance of all operations carried out on the online selling form.

The Customer must keep the order confirmation email at all times, as it is the only binding document in case of dispute regarding the terms of the order, in particular in case of control on the ski lifts.

The information on the ski pass validity registered on the card has not contractual value. The Customer may print an invoice of their purchase via their customer account.

ARTICLE 9 – INTELLECTUAL PROPERTY

All elements of the website and purchase/recharge locations that are the property of STOR will remain the exclusive intellectual property of STOR.

Reproduction of any such elements, any simple link or hypertext is strictly forbidden without the prior express permission 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 Use 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 Officer who can be contacted at the following address: STOR – Délégué à la protection des données - Gare de la Télécabine – 73140 ORELLE.

Lastly, the Customer 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 – Tel.: +33 (0)1 53 73 22 22 – Fax : +33 (0)1 53 73 22 00 – Site internet : <https://www.cnil.fr/fr/plaintes>.

ARTICLE 11– FILING

Orders are filed by the STOR ticket office service in accordance with Article L213-1 of the Consumer Code. In these conditions, the Customer can access their filed order by means of a written request to this office to the above-mentioned address.

ARTICLE 12 – TRANSLATION AND APPLICABLE LAW – DISPUTE SETTLEMENT

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

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

The interpretation and implementation of these Special Terms and Conditions 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.