

**Subject:**

The existing terms and conditions of sale and usage of tickets for the ski lifts, hereafter known as a « ski pass », apply to all users of the GALIBIER THABOR ski area (the resorts of VALMEINIER and VALLOIRE).

Should one of the present clauses be omitted, it will be deemed to be governed by the conditions of use in force by the ski area company and for the companies with head offices in France.

The purchase of a ski pass implies that the purchaser has read and accepted in entirety, the terms and conditions associated with the purchase and use of a ski pass, without prejudice of the usual right to appeal, as detailed below.

The present General Sales terms represent, under Article L.441-6 of the Commercial Law, the unique base of the commercial negotiation between the parties.

**1 SKI PASSES**

**1.1 Definition**

The ski pass consists of a ticket with a unique and registered serial number plus a receipt of purchase. The ski pass is valid since the date specified by the customer. The ski pass is personal and non-transferable with the exception of "Liberty" and pedestrian ski passes. The amount of the electronic Card is included in the price of the ski pass for non reloadable tickets.

The client may as well purchase an electronic reloadable K-Card for the cost of 3 €. In this case only, the ski pass can be kept after the expiry date to recharge it later at one of the sales points in the ski area or online via Internet.

Reloadable ski passes can be used one or more times within a guaranteed limit of 2 years. The guarantee is only applicable provided the ski pass has been correctly used; a new ski pass will then be provided to replace a defective one. As long as a reloadable ski pass is valid it must not be reloaded.

**1.2 Conditions of use and Price**

**1.2/A Conditions of use**

The ski pass gives access, without any particular priority, to the open ski lifts corresponding with the category of the ski pass and for the duration of validity under the following terms and conditions.

The areas of use for the ski pass are defined on the ski maps for the winter season in question and during the periods that the ski lifts open. These are displayed at the sales points and are subject to change with regards to the weather forecast and snow conditions.

The user must be in possession of his ski pass and sales receipt for every journey on a ski lift, from the departure to the arrival, so that it may be presented on request by a member of staff for verification.

The user is obliged to use their pass on the first day in the ski area where it was purchased (mountain bikes and pedestrians in summer included).

In case of non consecutive and non dated days, it is the responsibility of the user to carry only one ski pass: the SEMVAL cannot be held responsible for the simultaneous activation of more than one pass by the same user.

**1.2/B Price, discount and free ski passes**

The prices are given in euros, tax included but excluding insurance. The current rate of VAT is 10%. Should the rate of VAT change then the price, including tax, will be adjusted accordingly. The prices are displayed at the sales points and are also available to view on the website: [www.valmeinier.com](http://www.valmeinier.com).

Discounts or free ski passes are offered to different categories of clients depending on the conditions displayed at the sales points or on the website. These discounts or free ski passes are delivered on presentation of the necessary official documents that justify the discount prices at the moment of purchase. Photocopied proof is not accepted.

The dates of opening and closure of the ski lifts are displayed for information purposes at the sales points and on the website [www.valmeinier.com](http://www.valmeinier.com) only.

**2 CONDITIONS OF ISSUING AND SKI PASS CONTROL**

**2.1 Photographs and proof of identity**

Ski passes with a duration of 9 or more days require a recent photo of the user, full face, without sunglasses or headwear ; this will also be requested for the ski passes of 3 days or more concerning clients aged 75 years and more and children less than 5 years who are eligible for a free ski pass.

No discounted or free ski pass will be issued after purchase.

In every case, the age of the client is taken as that on the first day the ski pass is activated.

**2.2 Means of payment**

Payments can be made at the official sales points, exclusively in euros and by the following means:

- cash,
- credit card (Visa, Mastercard, Eurocard),
- holiday vouchers issued by ANCV only (no change given).

**2.3 Penalties for late payments**

For account clients, late payment is charged at the minimum contractual rate, which is equal to three times the legal interest rate.

**2.4 Delivery note and receipt**

2.4.1 A receipt of purchase is issued with the sale of each ski pass on which is indicated the type of ski pass, the validity, a unique reference number and insurance, if applicable.

The receipt must be kept for presentation if requested (loss, insurance, rescue, inspection). In the case of a rescue only the purchase receipt is valid.

2.4.2 An invoice may be provided at the request of the client, for a unique transaction on which is noted the number of ski passes bought, the total net price and VAT.

**2.5 Inspections and breaches of transport regulations**

2.5.1 Anyone using the ski lifts giving access to the ski area, without a valid ski pass, using a forged ski pass or misusing a ski pass, will be prosecuted. The same applies to clients who do not comply with the regulations displayed at the sales points.

2.5.2 The ski pass must be presented for inspection when requested by the ski lift company staff. An offender will be liable to a fine equivalent to 5 times the value of a day ski pass as well as a fixed administration charge of 38 € and this is without damages or other judicial proceedings, civil or criminal, as well as the ensuing payment of compensation and interest (Art. R342-20 of Tourist code and 529-4 of the Criminal Code of Proceedings).

2.5.3 In all the cases aforementioned, the ski pass of the offender can be retained by the sworn in inspector in order to:

- use as proof of violation or an offence (forgery ....) and to provide evidence supporting a complaint made to the police.
- return the ski pass to its owner

2.5.4 In all the cases aforementioned, the ski company can proceed to deactivate the ski pass.

#### 2.6 Transmission and resale forbidden

The ski pass is strictly personal and non transferable for the duration of validity and cannot be loaned for free nor for a fee (with the exception of the ski pass corresponding with the shortest duration on the price list). For the season all ski passes must be purchased at an official sales point. The SEMVAL cannot accept responsibility for all the wrong selling or incorrect implementation of offers by associated companies.

Any purchase of a ski pass outside the official sales points can lead to judicial proceedings by the ski pass company.

#### 2.6 On-line sales

Consult the specific conditions of sale on our website:

<http://www.skipass-valmeinier.com/en/>

#### 2.7 Anti-fraud measures

With the aim of fighting against fraud, the user is informed that photographs are taken when crossing the checkpoints on the skiing area Galibier Thabor. These photographs may be checked by our staff under oath controller who can bring into account the clients responsible for frauds.

SEMVAL will not disclose these photographs to any other party and to any other purpose: They will be kept only within during the duration of validity of the ski-pass.

In accordance with the law on information technology and liberty, the user may correct his personal informations and has a right to access that he may exercise by contacting SEMVAL on a written form with the address indicated in Article 8. The user may as well object to the processing of his data.

### 3 REFUNDS OR REPLACEMENT OF SKI PASSES

Only the information contained in the magnetic chip is valid.

#### 3.1 Partially used or unused ski passes

All unused or partially used ski passes issued by the company will not be refunded nor exchanged. The non-consecutive ski passes must be used within the current season. Thereafter they cannot be used and will not be refunded or carried over to the next season. The client is advised to consult with their insurance company to determine if this risk is covered.

#### 3.2 Lost, stolen or damaged ski passes

In the case of loss or deterioration and only on presentation of the sales receipt (provided at the time of purchase) the client will be given a new ski pass at one of the sales points for the cost of 3 € per day left to ski. The original ski pass will be then cancelled. For non-consecutive ski passes within their validity period (article 3.1), a duplicate will be issued with the number of days left to ski. The old ski pass will be blocked at the magnetic terminal ski passes declared lost or stolen by the owner to the company will be inactivated.

In case of loss of the duplicate ticket (only for the ski passes bought on the SEMVAL's sales points), a supplement of 13 € will be applied for the research of this ski pass.

#### 3.3 Illness, accident or other personal matter

Ski passes will not be refunded in the case of an accident, illness and any other personal reason and for whatever duration of validity. It is advised to protect yourself with an insurance policy which covers the risk before purchase.

### 3.4 Complaints

All complaints must be made in writing to the SEMVAL within 30 days after the incident, without prejudice of your legal rights, to the following address: SEMVAL – Service Réclamations, 410 rue du centre - Maison de Valmeinier — 73450 VALMEINIER. No complaint will be considered after the delay has elapsed.

### 4 CONNECTED SKI AREA and RESPONSIBILITY in case of an accident

The "Galibier-Thabor" Ski Area is a limited space, connecting, by the ski lifts and identified ski slopes, the municipalities of Valloire and Valmeinier.

- If the accident takes place on a ski lift : the operator of the ski area where the accident takes place is contractually liable. If co-responsibility is engaged, it is up to the other operator to demonstrate that the victim was not present on his own device.

- If the accident takes place on the slopes : each operator is responsible for accidents on the ski slopes taking place in his area.

### 5 DISRUPTION OF THE RUNNING OF THE SKI LIFTS

Only if the ski lifts are closed for more than one day and for the totality of the ski lifts of the Galibier Thabor ski area, therefore 100% of the ski lifts a refund to a client may be considered. The last day accounted for, in any event, is the last day of validity of the concerned ski pass.

The choice can be made using one of the following procedures:

- 1/ either an immediate extension of the duration of the validity of the ski pass.
- 2/ either a credit note in euros, not refundable, to be used before the end of the current season or the next season (N+1).
- 3/ or a deferred refund calculated at the end of the stay (for 2 days ski pass and more and excluding season ski-pass) on the following way: :the refund will correspond to the difference between the paid price by the client and the public price for the same duration less the number of days within the client was unable to ski for weather or technical matters.

*Example: the client purchase for an Adult 6 consecutive days= 257.10 €. In case of 2 days of total closure of ski-lifts the refund will be of 60.60 € (257.10 € - 196,50€ ) as the price for an Adult 4 days Ski pass is 196,50 €.*

The compensation will be undertaken on presentation of a completed form given at the sales points which must be returned within a maximum of 30 days following the incident, accompanied with the original sale receipt and posted to the following address: SEMVAL – Service Réclamations, 410 rue du centre - Maison de Valmeinier — 73450 VALMEINIER. After reviewing the case, the refund will be done at the latest within two (2) months after receipt of the form. No refund will be done before the expiring date of the ski pass.

With regard to pedestrian passes or seasonal ski passes, no compensation will be granted in the event of disruption or early closure of the ski area. The refunds planned under the present fully discharges the company of any other compensation or refund.

### 6 COMPLIANCE WITH SAFETY RULES

The ski pass holder is required to respect the safety rules concerning the transport by the ski lift operator, in particular the regulations displayed at the departure of the ski lifts, the accompanying pictograms and the advice given by the company staff. Failure to do so may result in disciplinary action being taken.

On the ski slopes, the ski pass holder must respect the local by-laws concerning the security on the ski slopes. It is also recommended that the ten rules of users of the ski slopes published by the International Ski Federation (FIS) are considered.

Off-piste skiing is undertaken at the skiers own responsibility and risk.

**7** **INTELLECTUAL PROPERTY**

The brand, designs and graphics on the ski passes, posters or prices are registered and their reproduction is strictly forbidden without the express and prior a.

**8** **PROTECTION OF PERSONAL DATA**

All the information requested by the company to issue the ski pass is compulsory. If any of the compulsory information happens to fail, then the ski pass cannot be provided.

Personal data items (mobile phone, e-mail address.) may be collected for commercial purposes according to the law LCEN from 21/06/2004.

Personal data relating to transport on the skiing area may also be collected for access management to ski lifts or control purposes. This data base is collected and kept in SEMVAL services and strictly owned by them.

Personal data given by the client to SEMVAL are declared through a declaration towards the CNIL (Commission Nationale Informatiques et Libertés)

In accordance with the modified "data protection act" of January 6<sup>th</sup> 1978, the user has the right to access and modify the information that concerns them as well as the right to oppose it as promotional use by the company. Application must be made in writing or by email to: SEMVAL, 410 rue du centre – Maison de Valmeinier – 73450 VALMEINIER or [info@semval.com](mailto:info@semval.com).

**9** **THE LAW APPLICABLE TO THE CONTRACT**

The present terms and conditions are subject to French law.

Consequently, with regard to any difficulty in interpreting or applying the present terms and conditions of sale, only the French version will be specifically and exclusively referred to.

In the event of litigation or execution of the present terms, it is possible to appeal to a mediation agreement or an alternative settlement (eg. Conciliation) as registered in Article L211-3 of the Consumer Code. Failing an amicable settlement, the litigation will be taken by either party before the courts of justice.

**10** **CO2 informations transport**

In accordance with the article L. 1431-3 of the Transport Code, SEMVAL communicates here below the CO2 informations relative to transport with ski-lifts CO2 transport for a one day Galibier Thabor ski pass on the skiing area is of 177grs equivalent to a car transport ( 1,25km).

For any complementary information on this matter, questions should be addressed to

SEMVAL, 410 rue du centre - Maison de Valmeinier 73 450 VALMEINIER