

TERMS AND CONDITIONS OF SALE WINTER

These general terms and conditions of sale (hereafter referred to as "Terms and Conditions of Sale") preside over all relationships between the Société d'Exploitation de la Vallée des Belleville (hereafter referred to as «Sevabel»), ski lift operator for Les Menuires/Saint-Martin-de-Belleville ski area, and all users (hereafter referred to as the «Customer»), who:

- Buy a Skipass from Sevabel or one of its representatives (hereafter referred to as the «Skipass»), allowing them to use one or several Sevabel-operated ski lifts during the winter season; or
- Book an activity (hereafter referred to as the «Activity») sold by Sevabel or one of its representatives, that must be carried out during the winter season; or
- Take out an insurance policy (hereafter referred to as the «Insurance») through Sevabel, which is linked to a Skipass or Activity.

Purchasing a Skipass, booking an Activity, or taking out Snowsports Insurance implies that the Customer accepts these Terms and Conditions of Sale.

ARTICLE 1. INFORMATION RELATING TO SEVABEL

Sevabel is a simplified joint stock company under French law with a capital of €3 235 500,00, registered on the Chambéry company trade register as number 353 065 964, with the following intra-community VAT number: FR 02 353 065 964.

Its contact details are as follows:

- Head office: 1349 avenue de la Croisette, Les Menuires, 73440 Les Belleville, France;
- Tel: +33 (0)4 79 00 62 75 ;
- Email: sevabel@compagniedesalpes.fr.

Sevabel is insured by Allianz IARD (1 cours Michelet, CS 30051, 92076 Paris La Défense Cedex, France).

It is registered with Orias as an intermediary insurance agent under the number Orias 17007391.

ARTICLE 2. SKIPASSES, ACTIVITIES AND INSURANCE

The list and description of Skipasses, Activities and Insurance are displayed at Sevabel Skipass sales outlets (hereafter referred to as «Sales Outlets»), close to, or on Sevabel Skipass vending machines (hereafter referred to as «Vending machines»), and also online at <https://www.skipass-lesmenuires.com> and <https://www.saison.skipass-lesmenuires.com> (hereafter referred to as the «Websites»). Insurance information is also available online at carreneige.com.

The Skipasses, Activities, and Insurance are only valid for all or part of the season in which they have been ordered.

Insurance can be taken out when the Skipass is purchased, or when an Activity is booked. If the Insurance is taken out in one of the Sales Outlets, it can be done so at the same time as the Skipass purchase or the booking of an Activity; it can also be taken out at any time during the Skipass or Activity validity period. If the Insurance is taken out after the Skipass purchase, it can only be done at one of the Sales Outlets. Furthermore, the insurance cover only takes effect when it has been taken out, and cannot be used retroactively. If the Insurance is taken out on one of the Websites or from a Vending machine, it must be taken out at the same time as the Skipass purchase or the Activity booking.

ARTICLE 3. SALES OUTLETS

Skipasses can be purchased at the Sales Outlets. Some Skipasses can be purchased on the Website and from some Vending machines.

The Activities can be purchased through the following channels:

- The «First Track» Activity can be purchased online at <https://www.skipass-lesmenuires.com> and in the Sales Outlets in Saint-Martin, and on the Croisette in Les Menuires;
- The «Speed Mountain» Activity can be purchased in the Sales Outlets and online at <https://www.skipass-lesmenuires.com>;
- The «Roc'n Bob» Activity can be purchased at the «Roc'n Bob» Sales Outlet at the departure point of the Roc 1 gondola lift.

Insurance can be taken out from the Sales Outlets, Website and Vending machines.

Some offers are only available from the Sales Outlets, Websites, or Vending machines.

ARTICLE 4. ORDERS

The Customer can finalise their Skipass order up until two days before the start of its validity.

They can finalise their Activity booking on the Website up until the day of the Activity. Exceptionally, the «First Track» Activity must be purchased no later than 2pm the day before the Activity commences. The Activity booking is confirmed when the confirmation email has been received.

However, if the Customer chooses to receive their microchip card, which is encoded with the Skipass or the Activity entry pass, by post, the order must be confirmed and paid in full no later than seven days prior to the first day of validity of the Skipass, or Activity entry pass, for mainland France or Corsica, and no later than the twelfth day for all other locations. Beyond these deadlines, the microchip card cannot be sent by post.

When ordering from the Websites, the Customer:

1. Chooses the Skipass(es), Activity(ies), and/or Insurance they wish to order;
2. Checks the order, changes it if necessary, then confirms it;
3. Creates an account (if they do not already have one), then enters their login details to access their account, or chooses to order without creating an account, providing their email address only (creating an account may be compulsory for certain Skipasses or Activity entry passes);
4. Provides the information required to personalise the Skipasses or Activity entry passes;
5. Chooses the Skipass or Activity entry pass delivery option;
6. Accepts the Skipass and Activity Terms and Conditions of Sale and the Terms and Conditions of Use;
7. Pays the order amount.

When the payment has been made, the Customer will receive an email to confirm the order.

ARTICLE 5. PHOTOGRAPHS

The Customer must supply a recent photograph of the Skipass user before:

- Purchasing a winter season Skipass;
- A free Skipass of one day or more can be issued;
- A Skipass for a disabled person can be issued.

The photograph must be a recent head and shoulders shot, and the person must not be wearing tinted glasses or a head covering.

ARTICLE 6. PRICES

Prices of Skipasses, Activities and Insurance are available at the Sales Outlets, on the Websites, and on the Skipass vending machines.

Prices indicated are in Euros, inclusive of all taxes and are subject to change during the season, particularly in the event of tax changes.

The Activity price includes the price of the Skipass and any necessary rental equipment needed to take part in the Activity. Exceptionally, the price of the «First Track» Activity does not include the Skipass required to take part in this Activity. The Customer must ensure that the person taking part in the Activity already has the necessary Skipass, or that they purchase the Skipass in addition to the Activity.

Sevabel may offer reduced rate or free Skipasses and Activity entry passes from the Sales Outlets only. This is the case for Skipasses intended for disabled users in particular.

Unless stated otherwise, all price reductions are based on the price of the «adult solo», or «adult individual» pass.

Price reductions may not be used in conjunction with any other promotion or discount.

If the Customer wishes to take advantage of discounted prices or free Skipasses, Activity entry passes or Insurance, an original document (valid from the start of the Skipass, Activity or Insurance validity period) stating that the Customer fulfils the conditions required to benefit from this price reduction or free Skipass, Activity entry pass or Insurance must be presented at the Sales Outlet, or to a representative of Sevabel. Exceptionally, in the event of the purchase of a winter season Skipass, the date taken into account to determine if the user can take advantage of a reduced rate or free Skipass is:

- The first opening date of the ski lifts to which the Skipass provides access, if the Skipass is purchased before this opening;
- The date of purchase if the Skipass is purchased after the opening of at least one of the ski lifts to which it provides access.

The Customer or User must be able to present this document at any time during the Skipass, Activity or Insurance validity period, whether the Skipass, Activity or Insurance was purchased from a Sales Outlet, Website, or Vending machine.

No price reduction or free pass will be considered after the Skipass, Activity or Insurance has been purchased.

ARTICLE 7. PAYMENT

7.1. Currency

Payment for Skipasses and Activities may be made in Euros. The Customer can pay at the Sales Outlet, or on the Websites in other currencies using the DCC system (Dynamic Currency Conversion).

7.2. Means of payment

The following methods of payment are accepted :

- At the Sales Outlets: bank cards (Carte Bleue, Visa, Mastercard and American Express in some Sales Outlets), cheques drawn from a French bank account and made out to Sevabel, in cash within the regulatory limits, ANCV holiday vouchers;
- On the Websites: bank cards (Carte Bleue, Visa, Mastercard and American Express), ANCV digital holiday vouchers (Connect holiday vouchers);
- At the Skipass Vending machines: bank cards (Carte Bleue, Visa and Mastercard).

In the event of payment by check, the Customer must show an original form of ID, valid identity document in his name.

Sevabel reserves the right to refuse the Customer payment by check after consultation of the National File of Irregular Checks (FNCI) by means of the Verifiance service.

Payment can be made with more than one form of payment at the Skipass Sales Outlet or via the Websites.

7.3. Payment in instalments

All orders are payable in full as soon as they are placed.

When ordering on the Web Site, the Client has, however, the option of paying for their order by means of a customer credit, in three instalments fees if the following conditions are fulfilled :

- The total amount of their order is for a minimum of equal or greater 300 € inclusive of all taxes (before the application of fees) ;
- The total amount of their order is less than or equal to 5,000 € inclusive of all taxes ;
- They place their order on the Web Site <https://www.skipass-lesmenuires.com> ;
- They pay the full amount of their order by means of a credit card valid until the last payment date of his/her order and issued by a banking institution established in one of the following European Union countries: France, Spain, Belgium, Germany, Italy, Austria, Ireland, Luxembourg, Netherlands, Portugal;
- They have a mobile phone number from one of the countries listed above.

If the Client chooses to pay in three instalments, a sum equal to 1,55% of the price of their order inclusive of all taxes is added to the cost by way of the fee, if the latter is less than or equal to €4,500, equal to 0.78% of this price if the latter is greater than €4,500.

If the Client chooses to pay in three instalments, one third of the cost of their order will be debited to their card at the time of placing the order. The second third will be debited one month later to the same card the number of which the Client supplied at the time of the order. The balance will be debited one month after the second instalment to the same card.

To benefit from payment in several instalments, the Client must choose this option during the ordering process. Payment and, in the case of an order on the Web Site, accept the general terms and conditions of service of the company Alma. Payment is made via the secure Alma platform.

The Client must ensure that the amount of each instalment is within the limit authorised by their bank.

The Client may decline the payment facility provided for in this article under the conditions imposed by article 14. They must then pay for their order in full.

If an order is cancelled in accordance with the Sales Conditions, recourse to the payment facility outlined in this article is cancelled and the sums paid by the Client will be refunded to them.

The Alma company reserves the option to refuse the Client the payment facility outlined in this article. The order must then be paid for in full at the time of ordering.

ARTICLE 8. ISSUING THE SKIPASSES AND ACTIVITY ENTRY PASSES

Each Skipass and Activity entry pass is issued on a card, embedded with a microchip.

This card is provided free of charge. Personalised cards are available from the Sales Outlets for 3 € inclusive of all taxes. This card is guaranteed for three years.

The card (personalised and non-personalised) is reusable. It can be recharged, in accordance with the information detailed in [article 9](#).

If the Customer purchased their Skipass or Activity entry pass (apart from the «First Track» Activity) from a Sales Outlet, the microchip card on which their Skipass is encoded will be issued to them at the Sales Outlet. For the «First Track» Activity, the pass will be sent to the Customer by email as a QR code.

If the Skipass or Activity entry pass was purchased from the Websites (except for the « First Track : Activity), the Customer can:

- Collect their card no later than the first day of validity of the Skipass or Activity entry pass, from the Sales Outlet chosen by the customer at the time of purchase. Proof of ID will be required;
- Request for their card to be posted to their home address, as stated on their order, in accordance with the deadlines mentioned in [article 4](#). Postage is free of charge.

If the customer purchased a «First Track» Activity pass from the Websites, it will be sent to the Customer by email as a QR code.

If the Customer bought their Skipass from a Vending machine, the card will be issued from the Vending machine.

ARTICLE 9. RECHARGING SKIPASSES AND ACTIVITY ENTRY PASSES

The card mentioned in [article 8](#) is rechargeable once or several times. A new Skipass or Activity entry pass can be encoded onto the card, no later than fifteen minutes before the start of the Skipass or Activity entry pass validity period.

It can be recharged at a Sales Outlet, on the Websites, or by using one of the Vending machines.

No new Skipass or Activity entry pass can be encoded onto a card that is still encoded with a valid Skipass or Activity entry pass.

However, it is possible to encode a Trois Vallées Skipass onto a card that is already encoded with a valid Skipass. The Customer must go to a Sales Outlet to do this.

ARTICLE 10. PROOF OF PURCHASE

Proof of purchase (hereafter referred to as «Proof of Purchase») is given to the Customer when they purchase a Skipass or Activity. If they purchase via the Websites, or from a Vending machine, the order confirmation sent by email serves as Proof of Purchase.

The Customer should retain the Proof of Purchase for the duration of the Skipass or Activity validity period. This Proof of Purchase will be required should the Customer need to request compensation.

ARTICLE 11. MODIFICATION OF ORDERS

The Customer can modify an order placed on a Website or via a Vending machine if the following conditions are met:

- The modification involves only a change to the start date of the validity period of a Skipass or the date of the Activity entry pass, or to the number of the microchip card on which the Skipass or Activity entry pass is encoded;
- The modification does not lead to a change in the Skipass or Activity entry pass validity period;
- The modification does not affect the price paid by the Customer;
- The modification request is received by Sevabel no later than the day before before the start of the Skipass or Activity entry pass validity period;
- The Skipass or Activity entry pass has not been used at all, even after the modification request was sent.

The Customer can modify their purchase made in a Sales Outlet if the following conditions are met:

- If it concerns the purchase of a Skipass and the Skipass has not been used at all, even after the modification request was sent:
 - o The modification request is received by Sevabel no later than the day before before the start of the Skipass validity period;
 - o The modification would not lead to the Skipass validity being extended to a different season than the one in which it was purchased;
 - o If the modification results in a price increase, the Customer pays the difference;
- If it concerns the purchase of a Skipass and the Skipass had been partially used when the modification request was sent:
 - o The modification only concerns an extension of the geographic zone in which the Skipass is valid;
 - o If the modification results in a Skipass price increase, the Customer pays the difference;
- If it concerns the purchase of a «First Track» Activity Skipass:
 - o Sevabel must receive the modification request no later than 2pm the day before the Activity is due to commence;
 - o The modification will not lead to the Skipass validity being extended to a different season than the one in which it was purchased.

In the event of a modification request relating to a «pack» (a product combining several Skipasses, such as a «family pack»), all Skipasses in the «pack» must be subject to the same request.

The Customer must go to a Sales Outlet and call the customer service team on +33 (0)4 79 00 62 75, or send their modification request by email to the following address: sevabel@compagniedesalpes.fr. They must include the order reference number, first name and surname of the Skipass or Activity entry pass holder, the email address provided by the Customer when they placed their order, and the number of the microchip card on which the Skipass or Activity entry pass is encoded.

ARTICLE 12. ORDER CANCELLATION

The Customer can fully or partially cancel an order, if the following conditions are met:

- If the order was not paid in full with ANCV Connect digital holiday vouchers;
- If the order concerns the «First Track» Activity, it cannot be postponed to another date later in the season;
- Sevabel must be informed of the cancellation:
 - o For a Skipass or date-specific Activity, no later than the day before the start of the Skipass or Activity entry pass validity period;
 - o For a Skipass or non date-specific Activity, no later than the last day the Sevabel-operated ski lifts are open during the winter season for which the Skipass or Activity entry pass was ordered;
- The Skipass or Activity entry pass has not been used at all, even after the cancellation request was sent.

The Customer must inform Sevabel of their order cancellation by contacting them at the address stated in article 18. Their request must include their order reference number and the number of the microchip card on which the Skipass or Activity entry pass was encoded. In the event of cancellation of an Activity entry pass to the «First Track» Activity, the Customer must also include the first name and surname of the participant. If the purchase was made at a Sales Outlet or via a Vending machine, the Customer must supply their bank details.

In the event of an online order, the sum corresponding to the price of the cancelled Skipass or Activity will be credited to the bank card used to pay for the Skipass or Activity. If the purchase was made in a Sales Outlet, or from a Vending machine, the sum will be transferred to the bank account for which the details were provided. Any refund will be based on the order price in Euros. Any currency fluctuations between the time the order was placed and the date of the refund is the Customer's responsibility.

Furthermore, the sum mentioned in [article 8](#), which may have been paid for a personalised card, as well as any Skipass or Activity entry pass insurance is non-refundable.

If the order was partially paid with ANCV Connect digital holiday vouchers, and partially paid by bank card, the refunded amount cannot exceed the amount paid by bank card.

ARTICLE 13. REFUNDS

The Customer, Skipass user, or person taking part in the Activity is not entitled to any exchange or refund, whether total or partial. No extension or postponement to their skipass, even if it has not been used, or only partially used, will be allowed.

The Client can only obtain a refund or postponement of their Skipass in accordance with the conditions stated in [articles 11](#) and [12](#), entitling them to a refund as detailed hereafter.

No refund will be provided before the end of the Skipass or Activity entry pass validity period

Any refund will be based on the order price in Euros. Any currency fluctuations between the time the order was placed and the date of the refund is the Customer's responsibility.

Furthermore, the sum mentioned in [article 8](#), which may have been paid for a personalised card, is non-refundable.

No refund will be made if the Customer did not purchase their Skipass, Activity entry pass or Insurance from Sevabel or one of its representatives. In that case, the Customer must contact the person from whom they purchased their Skipass, Activity entry pass or Insurance.

13.1. Interruption of ski lift operation due to health decisions made by the public authorities

In the event of a health crisis leading to an administrative decision to close all Sevabel-operated ski lifts for one day or more, the Customer can request a refund of their Skipass, Activity entry pass or Insurance that they purchased from Sevabel or their representatives (as long as the Activity requires access to the ski lifts or that the Insurance is linked to such an Activity).

The amount of the refund will be calculated on a pro rata basis to the number of days the ski area is closed by administrative decision during their Skipass or Activity entry pass validity period.

Exceptionally, for Skipasses that are valid for the whole winter season, the amount refunded is calculated according to the following:

$$\text{Amount refunded} = \text{Price paid for the Skipass} \times (\text{Guaranteed number of ski lift operating days} - \text{Number of days ski lifts actually operated}) / \text{Guaranteed number of ski lift operating days}$$

The guaranteed number of ski lift operating days is equal to 65% of the total number of days that the Sevabel-operated ski lifts are scheduled to be open during the winter season. One day is considered as a ski lift operating day if the following conditions are met:

- At least 20% of the Sevabel-operated ski lifts are open;

- If the ski lift operation was interrupted part of the way through the day, for no more than five consecutive hours.

To obtain this refund, the Customer must send a request to Sevabel via the website <https://ticketoski.fr/fr/les-menuieres>. This request must be accompanied by the Proof of Purchase, a copy of the Skipass or Activity entry pass and the Customer's bank account details.

13.2. Interruption of ski lift operation for reasons other than health decisions made by the public authorities

13.2.1. If the Customer is the holder of a half day or one day Skipass, for Les Menuieres/Saint-Martin-de-Belleville ski area only

The Customer can request a partial refund of their half day or one day Skipass that they bought from Sevabel, or one of its representatives, if the following conditions are met:

- The Skipass is valid for one day or less;
- The Skipass is only valid on Les Menuieres/Saint-Martin-de-Belleville ski area;
- They purchased the Skipass on the Website or from the Vending machine without availing any special offers;
- If Sevabel offered a discounted rate on the day this Skipass was valid due to unfavourable weather or snow conditions.

The refunded amount is equal to the difference between the Skipass price paid by the Customer and the discounted price.

To obtain the partial Skipass refund, the Customer must send their request to Sevabel at the address indicated in [article 18](#). This request must be accompanied by a copy of the Skipass and the corresponding Proof of Purchase.

13.2.2. If the Customer is the holder of any Skipass valid for more than one day, excluding a season Skipass

13.2.2.1. In the event of interruption of ski lift operation for Les Menuieres/Saint-Martin-de-Belleville and possibly the connections to the Trois Vallées ski area

The Customer can obtain a refund if the following conditions are met:

- If they purchased a Skipass from Sevabel or one of its representatives;
- If this Skipass is valid for more than one day;
- It is not valid for the whole season;
- During the skipass validity period, at least 80% of the ski lifts on Les Menuieres/Saint-Martin-de-Belleville ski area are closed for more than five consecutive hours on the same day;
- If the Skipass is valid for Les Trois Vallées ski area, all of the following connections are closed for more than five consecutive hours in one day: Saint-Martin Express, Becca, Granges, Teppes, Roc 2, Bruyères 2 and Mont de la Chambre;
- The interruption of ski lift operation, and, if applicable, the connections, is not due to a case of force majeure, nor the implementation of the scheduled ski lift opening times and connections displayed in the Sales Outlets or Websites.

Refund options are as follows, to be chosen by the Customer:

- Either a credit voucher equal to a fraction of the Skipass price. This amount is calculated on a pro rata basis to the number of days the ski lifts are closed during the Skipass validity period, compared to the number of days the Skipass is valid (e.g: if the Customer purchased a seven day Skipass, they would be refunded 2/7th of the price of that Skipass in the event of the interruption of ski lift operation for two days

during the Skipass validity period). This credit voucher is valid until the end of the winter season following the season in which the credit voucher was given.

- Or a refund amount, which is calculated as shown below.

To obtain this refund, the Customer must send a request to Sevabel at the address indicated in [article 18](#). This request must be accompanied by the Proof of Purchase, a copy of the Skipass, and the Customer's bank account details.

This refund cannot be combined with the refund mentioned in [article 13.2.2.2](#).

13.2.2.2. In the event of interruption to Les Trois Vallées ski area connections only

The Customer can obtain a refund if the following conditions are met:

- They purchased a Skipass from Sevabel, or one of its representatives;
- This Skipass is valid for more than one day;
- It is not valid for the whole winter season;
- It is valid for Les Trois Vallées ski area;
- All of the connections are closed for more than five consecutive hours in one day: Saint-Martin Express, Becca, Granges, Teppes, Roc 2, Bruyères 2 and Mont de la Chambre;
- The interruption of ski lift operation, and, if applicable, the connections, is not due to a case of force majeure, nor the implementation of the scheduled ski lift opening times and connections displayed in the Sales Outlets or Websites.

Refund options are as follows, to be chosen by the Customer:

- Either a refund of 14.00 €, inclusive of all taxes, for each day that the connections are closed, during the Skipass validity period;
- A credit voucher which is calculated as shown above. This credit voucher is non-transferable and valid until the end of the Sevabel ski lift winter season during which the connections were closed.

To obtain this refund, the Customer must send a request to Sevabel at the address indicated in [article 18](#). This request must be accompanied by the Proof of Purchase, a copy of the Skipass and the Customer's bank account details.

This refund cannot be combined with the refund mentioned in [article 13.2.2.1](#).

13.3. Cancellation of an Activity by Sevabel

If an Activity that the customer purchased from Sevabel or one of its representatives is cancelled by Sevabel, the Client can request for the Activity to be postponed or refunded.

To postpone the Activity, the Customer must show their Proof of Purchase in one of the Sales Outlets.

To obtain a refund, the Customer must send a request to Sevabel at the address indicated in [article 18](#). This request must be accompanied by the Proof of Purchase, a copy of the Activity entry pass and the Customer's bank account details.

If the Activity entry pass has been partially used when the Activity is cancelled, the amount of the refund will be calculated on a pro-rata basis of its usage (e.g.: if the Customer purchased an entry pass for ten descents on the «Speed Mountain», they would be refunded an amount equalling 2/10th of the entry pass price if the «Speed Mountain» Activity is closed before the end of the season and the entry pass has been used twice by the time of the Activity closing date).

ARTICLE 14. RIGHT TO WITHDRAWAL

The sale of Skipasses or Activity entry passes is not subject to the application of the right to withdrawal provided for in the French Consumer Code regarding remote sales via a Website or Vending machine.

Taking out Insurance is subject to provisions relating to the right of withdrawal in the event of multi-cover insurance as detailed in the French Insurance Code. Terms and conditions about exercising this right can be found on the following website carreneige.com.

The Client has a period of fourteen calendar days with effect from the date of the order to decline the payment facility outlined in article 7.3, by directly signalling their decision by e-mail to the following address: support@getalma.eu.

ARTICLE 15. RESPONSIBILITY

The Customer is responsible for choosing the Skipass, Activity or Insurance that best suits its needs and requirements.

Acces restrictions, due for example to the User's age or physical condition, may apply to certain ski lifts and Activities. These restrictions are displayed in Sevabel Sales Outlets, on the Websites, and at the departure area of each ski lift.

Sevabel cannot be held responsible if the Skipass, Activity, or Insurance chosen does not correspond to the Customer's needs or requirements.

ARTICLE 16. PERSONAL DATA

16.1. The purpose of processing personal data

Personal data collected when the Skipass, Activity or Insurance is purchased is processed to:

- Process the order. This processing is required in order to fulfil the contract between Sevabel and the Customer;
- To send the Customer newsletters, promotional offers and invitations to take part in games, competitions or satisfaction surveys. Comprised of messages sent by Sevabel, in the interest of developing their business, and messages sent by Sevabel's affiliates (Les Menuires Tourist Office, commercial partners, businesses affiliated with Sevabel), this processing is done with the Customer's consent;
- To respond to requests for information, comments or complaints made by the User: for the period of time required to answer these requests, comments and complaints. This processing is done with the User's consent;

16.2. Management of data processing

The data processing mentioned above is carried out under the responsibility of Sevabel, represented by its general manager, whose contact details are indicated in [article 1](#).

16.3. Recipients of personal data

The data collected is for the attention :

- A Sevabel ;
- In the event of payment by cheque, to the Banque de France as manager of the National File of Irregular Checks (FNCI) and to the company Mantis, charged by the Banque de France with providing the Verifiance service;
- The Alma company in the case of payment for an order in several instalments ;
- To service providers whose intervention is necessary to carry out the processing mentioned above;

- If the Customer consents, to Sevabel's partners (Les Menuires Tourist Office, commercial partners, companies affiliated with Sevabel).

All the data may be transferred to a non-member country of the European Union. The Customer can obtain additional information on the sharing of data and applicable guarantees from Sevabel.

16.4. Conservation periods of personal data

The data collected is stored for the following durations:

- Data collected to process orders:
 - o If the order was not placed online, for five years from time of collection;
 - o If the order was not placed online, for five years from time of collection
 - o If the order amount is less than 120 €, for ten years from time of collection if the order amount is equal to or more than 120 €;
- Exceptionally, the number and expiry date of the Customer's bank card are kept on file in all cases for 15 months after the last debit date for evidence purposes in the event of a dispute of the transaction carried out remotely. The cryptogram is not retained after the transaction.
Photographs necessary for the purchase of a Pass requiring a photograph are kept for three years from the date of collection, to facilitate the reissue of the Skipass, provided the Customer has given their consent;
- Data collected to send the Customer newsletters, promotional offers and invitations to take part in games, competitions or satisfaction surveys: for three years after the data was collected, this period being renewable with each new interaction between the Customer and Sevabel (order, request for information etc.);
- Data collected to respond to requests for information, comments or complaints made by the Customer: for the period of time required to answer these requests, comments and complaints.

16.5. Data processing rights

The Customer reserves the right to access their personal data, to have the data rectified or deleted, to transfer the data or have it transferred to a third party, to impose a limitation of its usage or refuse its usage.

The Customer has the right to withdraw their consent regarding their data processing at any time. The withdrawal of their consent does not affect the lawfulness of the processing carried out prior to such withdrawal.

To exercise these rights, the Customer must send a request to Sevabel's data protection representative at the address indicated in [article 18](#).

Sevabel will comply with this request, subject to any binding obligations. In the interest of confidentiality and protection of personal data, Sevabel reserves the right to ask the Customer for proof of their identity before answering their request.

Finally, the Customer may file a complaint with the Commission Nationale de l'Informatique et des Libertés (CNIL – French data protection authority) if they feel their rights have been breached. The CNIL contact details are as follows: CNIL, 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 – Website: <https://www.cnil.fr/fr/plaintes>.

The Customer can register, at no cost, to enlist to oppose calls by telemarketers in order to no longer be solicited: <http://www.bloctel.gouv.fr>

ARTICLE 17. TERMS AND CONDITIONS OF SALE AND ORDER SUMMARY

The Customer can obtain a copy of the Terms and Conditions of Sale.

If the order was placed online, the order summary and Terms and Conditions of Sale are available for 5 years after the order date if the amount was less than 120 € inclusive of all taxes, or 10 years if the amount was more than 120 € inclusive of all taxes.

The Customer can send a request for this information to Sevabel at the address indicated in [article 18](#).

ARTICLE 18. APPLICATIONS AND COMPLAINTS

In the event of an online Skipass or Activity order, the customer can obtain information about their order:

- By telephone on +33 (0)4 79 00 62 75;
- By post, to the following address: Sevabel, Service accueil-relations client, 1349 avenue de la Croisette, Les Menuires, 73440 Les Belleville, France;
- Or, by email to the following address: sevabel@compagniedesalpes.fr.

Any application or complaint regarding the Customer's personal data should be sent:

- By post to the following address: Sevabel, Protection des données personnelles, 1349 avenue de la Croisette, Les Menuires, 73440 Les Belleville, France ;
- Or, by email to the following address: sevabel.privacy@compagniedesalpes.fr.

The Client may obtain information concerning the National File of Irregular Checks (FNCI) and access the data concerning him listed in the FNCI by contacting the Banque de France.

The Customer may send any request or complaint concerning payment in several instalments to Alma, by email at the following address: <https://support.getalma.eu>.

Unless stated otherwise in the General Terms and Conditions of Sale, the Customer can send all other applications or complaints, within a period of two months following the occurrence that prompted the complaint, by email to the following address: sevabel@compagniedesalpes.fr. If the application or complaint concerns a purchase made in a Sales Outlet or Vending machine, the Customer can also send this application or complaint:

- By post to the following address: Sevabel, Service accueil-relations client, 1349 avenue de la Croisette, Les Menuires, 73440 Les Belleville, France ;
- Or online, at <https://www.ticketoski.fr/fr/les-menuires>.

ARTICLE 19. SETTLEMENT OF DISPUTES

In the event of a dispute between the Customer and Sevabel relating to the validity, interpretation or application of these Terms and Conditions of Sale, the Customer has the right to free recourse to a conventional mediation, or any other alternative means of resolving a dispute :

The Customer has a right to a process of mediation :

- With the AFEPEME Consumer Mediator, according to the procedures set out on the website <https://mediateur-consommation-afepame.fr>, in the event of a dispute concerning payment in several instalments;
- About other topics, with the Tourism and Travel Mediator (MTV Médiation Tourisme Voyage, BP 80 303, 75 823 Paris Cedex 17, France – Tel: +33 (0)1 42 67 96 68 – Email: info@mtv.travel) according to the conditions detailed on the website <https://www.mtv.travel>, within one year of the date of the written complaint sent to Sevabel.

The Customer also has recourse to an online dispute platform set up by the European Commission, which is accessible on the following website: <https://webgate.ec.europa.eu/odr/>.

In the event of a failure to reach an amicable settlement, the Customer can pursue legal action either in a jurisdiction territorially competent under the French Code of Civil Procedure, or in the jurisdiction of the location where he was present at the time of entering the contract, or where the injurious event occurred.

ARTICLE 20. TERMS AND CONDITIONS OF SALE IMPLEMENTATION DATE

The Terms and Conditions of Sale are applicable from december 20, 2022.

ARTICLE 21. CHANGES TO THESE TERMS AND CONDITIONS OF SALE

Sevabel reserves the right to change the Terms and Conditions of Sale at any time.

ARTICLE 22. TRANSLATION OF THESE TERMS AND CONDITIONS OF USE

In the event of a discrepancy between the Terms and Conditions of Sale in French and the Terms and Conditions of Sale in another language, the Terms and Conditions of Sale in French prevail.

ARTICLE 23. APPLICABLE LAW

The Terms and Conditions of Use are subject to French law.

TERMS AND CONDITIONS OF USE

The present terms and conditions of use (hereafter referred to as «Terms and Conditions of Use») preside over all relationships between the Société d'Exploitation de la Vallée des Belleville (hereafter referred to as «Sevabel»), ski lift operator for Les Menuires/Saint-Martin-de-Belleville ski area, and anyone (hereafter referred to as «User») who:

- Uses a skipass (hereafter referred to as «Skipass») allowing access to one or several ski lifts operated by the Sevabel; or
- Takes part in an activity (hereafter referred to as «Activity») organised by Sevabel or one of its representatives.

Using a Skipass or taking part in an activity implies that the User accepts the Terms and Conditions of use in full.

ARTICLE 1. INFORMATION RELATING TO SEVABEL

Sevabel is a simplified joint stock company under French law with a capital of €3 235 500,00, registered on the Chambéry company trade register as number 353 065 964, with the following intra-community VAT number: FR 02 353 065 964.

Its contact details are as follows:

- Head office: 1349 avenue de la Croisette, Les Menuires, 73440 Les Belleville, France ;
- Tel: +33 (0)4 79 00 62 75 ;
- Email: sevabel@compagniedesalpes.fr.

Sevabel is insured by Allianz IARD (1 cours Michelet, CS 30051, 92076 Paris La Défense Cedex, France).

It is registered with Orias as an intermediary insurance agent under the number 17007391.

ARTICLE 2. ACCESS TO SKI LIFTS

Skipasses provide access to all or certain ski lifts operated by Sevabel, with some skipasses providing access to ski lifts in the Belleville Valley (comprising the ski areas of Les Menuires, Val Thorens and Orelle), or to all or some of the ski lifts in the Trois Vallées (comprising the ski areas of Les Menuires, Val Thorens, Orelle, Méribel and Courchevel) (according to the Skipass chosen and the ski lift opening dates).

At times, certain ski lifts may have to close, with or without notice, due to weather conditions or for public health reasons. Sevabel does not guarantee the daily opening of all the ski lifts that it operates.

Access restrictions, for reasons such as the User's age or physical condition, or to facilities used by the User, may apply to certain ski lifts. These restrictions are displayed in the Sevabel sales outlets, online at <https://www.skipass-lesmenuires.com> (hereafter referred to as the «Website»), and at the departure point of each ski lift. It is the User's responsibility to ensure they are not affected by these access restrictions. Any User affected by access restrictions will be refused access to the ski lift in question, with no grounds for any compensation whatsoever.

Access to a ski lift with a mountain bike is only possible if the following conditions are met:

- The mountain bike is on the list of authorised vehicles displayed on the regulations at the ski lift departure point;

- The User is the holder of a Skipass allowing them to access ski lifts with a mountain bike. Unless stated otherwise, Skipasses provided for the winter and summer seasons, as well as «Pedestrian» passes, do not allow access to the ski lifts with a mountain bike.

In the summer season, dogs are allowed on the Sevabel-operated gondola lifts and chairlifts. In the winter season, dogs are only allowed on gondola lifts. In all events, they must be supervised by a responsible adult.

Skipasses do not bestow priority ski lift access.

To facilitate the transmission of information encoded while passing through control terminals, the Pass must be worn on the left side, preferably separate from a mobile phone, keys and any item made wholly or partially of aluminium.

Users under the age of 18 are the responsibility of the adult (parent or responsible adult) accompanying them.

ARTICLE 3. TAKING PART IN ACTIVITIES

Access restrictions, for reasons such as the User's age or physical condition, or to facilities used by the User, may apply to certain Activities. It is the User's responsibility to ensure they are not affected by these access restrictions. Any User affected by access restrictions will be refused access to the Activity in question, with no grounds for any compensation whatsoever.

The «Speed Mountain» Activity is open to all Users meeting the following conditions:

- At least 1.4 metres tall and aged 10 years or over; or
- At least 1.1 metres tall, aged 5 years or over and sharing a toboggan with a responsible adult.

The «Mountain Kart» Activity is open to all Users meeting the following conditions:

- At least 1.4 metres tall and aged 10 years or over;
- If the User is under the age of 14, they must be accompanied by a responsible adult on a second kart;
- A helmet supplied by Sevabel must be worn.

Access to Activities is subject to availability. Access to the «Mountain Kart» Activity may be refused to an Activity entry pass holder if no karts are available at that time. Partially used activity entry passes are non-refundable; the User is advised to complete the number of descents purchased before the end of their stay in Les Menuires.

For Activities which need equipment, the User will be required to provide Sevabel with an object of value (such as a mobile phone) in return for the equipment. This object will be returned to the User when the equipment is returned in good condition after the Activity. If the equipment is not returned, or is damaged, Sevabel reserves the right to take action against the User.

Equipment provided for an Activity must be returned on the day on which they were given to the User, and in the place that they were given .

Equipment provided for the «Mountain Kart» Activity can only be used on the run that is accessible from the top of the Roc 1 gondola lift.

Users under the age of 18 are the responsibility of the adult (parent or responsible adult) accompanying them.

ARTICLE 4. RULES AND REGULATIONS

Users must respect the safety regulations displayed at the Sevabel ski lift departure points, as well as all instructions given by Sevabel employees when using the ski lifts.

The User is also advised to respect the “10 rules of good conduct for ski slope users” published by the International Ski Federation (FIS).

The User must respect all the regulatory health guidelines and hygiene measures provided by the public authorities, or Sevabel.

Any applicable health protocols will be displayed in the Sevabel sales outlets and on the Website.

The User must abstain from any behaviour that is liable to affect the safety, health and peace of mind of other users, Sevabel employees and Sevabel subcontractors (inebriation, verbal or physical abuse, the consumption of alcohol or drugs, carrying of weapons, shouting, use of excessively noisy equipment, jostling, pushing in etc.) at the Sevabel-operated ski lift arrival and departure points and on the ski lifts, in playgrounds and in any other areas operated by Sevabel. The User must also abstain from damaging any equipment operated by Sevabel.

Sevabel reserves the right to prohibit access to the User to all of the ski lifts that it operates, to inform the police and to bring about criminal proceedings towards the User.

ARTICLE 5. INSPECTION OF PASSES

The User must be able to present the following to Sevabel employees and inspectors, as well as at all automated monitoring points, at Sevabel-operated ski lift arrival and departure stations, on all Sevabel-operated ski lifts, or when taking part in an Activity:

- An original, valid Skipass in the User's name (if a non-transferable Skipass), providing access to the ski lift;
- Proof of purchase of the Skipass, or the Activity order confirmation;
- The original document(s) proving that the User fulfills the requirements needed to obtain a reduced-rate or free Skipass or Activity.

If the information encoded on the ski card and the information embedded on the microchip differ, the latter is considered binding.

If the User is unable to present the documents listed above, they cannot use the ski lift or take part in the Activity, and must pay the required Skipass rate in order to use it, and/or the price of the Activity.

In the event of fraudulent Skipass use observed by an Inspector, the User will need to pay a lump sum which can equal up to five times the value of the 1-day Skipass. The amount of this lump sum will be rounded up to the nearest Euro.

If the User is unable or unwilling to immediately pay the sum required, therein refusing to complete the transaction, an official report of the offense shall be written up by the Inspector. Should the User fail to make an immediate payment directly to the Inspector, the latter has the right to demand justification of the identity and address of the offender. If the User refuses, or is unable to justify his identity, the inspector shall immediately report the fact to any competent officer of the national police or national gendarmerie of the appropriate jurisdiction, who may then demand that the User be brought forth immediately.

The procedure described in the preceding paragraph shall be terminated immediately if the User proceeds to pay all the required fees related to the transaction.

The User has a period of three months from the time the infringement is noted to pay the amount of the transaction, including a possible payment for the Skipass, the lump sum payment and the administrative fees. The User can also send a letter of appeal to Sevabel. If payment is not made within the legal deadline and an appeal is not filed, Sevabel will send the official report of the offense to the Public Prosecutor's Office and the User will have to pay a fine (plus interest) to the Public Treasury..

Using a third party's Skipass will result in the Skipass being taken from the User and returned to its rightful owner.

A lump sum payment is not required in the event the Activity booking confirmation cannot be shown.

ARTICLE 6. NON-TRANSFERABILITY OF SKIPASSES AND ACTIVITY ENTRY PASSES

Skipasses and Activity entry passes to are strictly personal and cannot be used by any third party. Any Skipass or Activity entry pass used in this way will not be valid.

Only Skipasses valid for the shortest duration during the winter season can be used by more than one User.

ARTICLE 7. LOSS OR THEFT OF SKIPASSES

In the event of loss or theft of the microchip card on which the Skipass or Activity entry pass is encoded, or the QR code comprising access to the Activity, and if the Skipass or Activity entry pass was purchased from Sevabel or one of its representatives, the User must declare the loss or theft at one of Sevabel's sales outlets. The following must be provided:

- If the Skipass or Activity entry pass was purchased from Sevabel, the original proof of purchase. If purchased online, or from a vending machine, the email order confirmation is proof of purchase; or
- If the Skipass or Activity entry pass was purchased from one of Sevabel's representatives, (distributor, travel agent etc.), the number of the microchip card on which the Skipass or Activity entry pass was encoded is proof of purchase.

On presentation of this information, a new microchip card or new QR code will be issued and charged to the User at 10 € inclusive of all taxes in winter and 5 € inclusive of all taxes in summer. This fee is non refundable in the event that the original microchip or QR code is found. The new microchip card or QR code is encoded with a new Skipass or Activity entry pass for the remainder of the original validity period.

The lost or stolen microchip card or QR code is immediately deactivated and can no longer be used, even if it is found.

Replacements will not be provided for the following exceptions:

- Any Skipass with a residual duration of less than one day,
- Used Activity entry passes, even if they were used by somebody other than the legitimate holder.

If the User has lost their Skipass, or their Skipass has been stolen, they will need to purchase a new one, or a new Activity entry pass. The User must declare the loss or theft at one of Sevabel's sales outlets, so that it can be deactivated.

If the Skipass or Activity entry pass was purchased from any third party, other than Sevabel and its representatives, the User must inform them of the loss or theft.

ARTICLE 8. DEFECTIVE MICROCHIP CARD

The microchip card on which the Skipass is encoded must not be folded, perforated, broken or placed near a heat source.

Should the microchip card provided by Sevabel or one of its representatives fail to function, or prove technically defective, the User must return the card to one of Sevabel's Sales Outlets where they will be given a free replacement card. However, if the card is defective due to non-respect of the Terms and Conditions of use by the

User, the replacement card will be charged at 10 € inclusive of all taxes in winter and 5 € inclusive of all taxes in summer.

If the microchip card was provided by any third party, other than Sevabel and its representatives, the User must contact them for a replacement.

ARTICLE 9. PHOTOGRAPHS TAKEN ON THE SKI AREA

Users are automatically photographed on the Saint-Martin chairlift and during the «Speed Mountain» Activity. They are also automatically filmed when they use the «Pixel Area» «snowpark», and can be photographed on the panoramic terrace at the «Pixel Area».

Users can receive their photograph or video by email, by providing their email address at one of the terminals at the top of the Saint-Martin chairlift, at the bottom of the «Speed Mountain» Activity, or in the «Pixel Area».

ARTICLE 10. PERSONAL DATA

10.1. The purpose of processing personal data

Personal data collected when the Skipass or Activity entry pass is used is processed to:

- Monitor the User's access to Sevabel-operated ski lifts or Activities, and report any infringements if required, to obtain any payment due following the infringement and to determine whether an offence as stated in article L. 2242-6 of the French transport code has been committed. The processing is based on Sevabel's legitimate interest to fight fraud;
- To provide rescue services to the User in the event of an accident, to ensure administrative follow-up after the accident, to invoice the cost of rescue services, and handle any disputes. The processing is based on the relevant municipality's legitimate interest to provide rescue services and to cover all related costs.
- To provide the User with any photographs taken on the Saint-Martin chairlift or at the «Speed Mountain» activity. This processing is done with the User's consent;
- To send the User newsletters, promotional offers and invitations to take part in games, competitions or satisfaction surveys. This processing is done with the User's consent;
- To respond to requests for information, comments or complaints made by the User. This processing is done with the User's consent;

10.2. Management of data processing

The data processing mentioned above is carried out under the responsibility of Sevabel, represented by its general manager, whose contact details are indicated in [article 1](#).

10.3. Recipients of personal data

The data collected is for the attention of:

- Sevabel;
- The authorities carrying out legal proceedings in the event of fraudulent use by the User;
- The health services, the public authorities in charge of invoicing and receiving payments for rescue services, the police station in the event of an investigation, and to Sevabel and the User's insurance companies;
- To the service providers whose involvement is needed to carry out the aforementioned processing.

All the data may be transferred to a non-member country of the European Union. The User can obtain additional information on the sharing of data and applicable guarantees from Sevabel.

10.4. Conservation periods of personal data

The data collected is stored for the following periods of time:

- Data collected to monitor the User's access to Sevabel-operated ski lifts or Activities, to prepare an official report in the event of an offense, to obtain a lump sum payment, and to determine whether an offence has been committed:
 - o In the absence of fraud, for the duration of the Skipass or Activity entry pass validity period;
 - o In the event of fraud:
 - In the event of a payment: until the full payment is made;
 - If no payment required: for twelve months following the infringement, or until the date the User's conviction becomes final, if this date is later.
- Data used to provide rescue services to the User in the event of an accident, to ensure administrative follow-up after the accident, to invoice the cost of rescue services and handle any disputes: for the duration of the User's treatment and until all costs have been covered;
- Data collected to provide the User with a photograph taken on the ski area: until the end of the day on which the photograph was taken. After that, the photograph is kept for four weeks if the User provided their email address at the terminal located at the top of the Saint-Martin chairlift, or at the bottom of the «Speed Mountain» Activity;
- Data collected to send the User newsletters, promotional offers and invitations to take part in games, competitions or satisfaction surveys: for three years after the data was collected, this period being renewable with each new interaction between the User and Sevabel (order, request for information etc.);
- Data collected to respond to requests for information, comments or complaints made by the User: for the period of time required to answer these requests, comments and complaints.

10.5. User Rights

The User reserves the right to access their personal data, to have the data rectified or deleted, to transfer the data or have it transferred to a third party, to impose a limitation of its usage, or refuse its usage.

The User has the right to withdraw their consent regarding their data processing at any time. The withdrawal of their consent does not affect the lawfulness of the processing carried out prior to such withdrawal.

To exercise these rights, the User must send a request to Sevabel's data protection representative at the address indicated in [article 9](#).

Sevabel will comply with this request, subject to any binding obligations. In the interest of confidentiality and protection of personal data, Sevabel reserves the right to ask the User for proof of ID before answering their request.

Finally, the User may file a complaint with the Commission Nationale de l'Informatique et des Libertés (CNIL – French data protection authority) if they feel their rights have been breached. The CNIL contact details are as follows: CNIL, 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 – Website: <https://www.cnil.fr/fr/plaintes>.

ARTICLE 11. APPLICATIONS AND COMPLAINTS

Any application or complaint regarding the User's personal data should be sent:

- By email to the following address: Sevabel, Protection des données personnelles, 1349 avenue de la Croisette, Les Menuires, 73440 Les Belleville, France;
- By post to the following address: sevabel.privacy@compagniedesalpes.fr.

The User must address all applications or complaints within two months following the occurrence that prompted the complaint:

- By post to the following address: Sevabel, Service accueil-relations client, 1349 avenue de la Croisette, Les Menuires, 73440 Les Belleville, France;
- By email to the following address: sevabel@compagniedesalpes.fr ;
- Online at <https://www.ticketoski.fr/fr/les-menuires>.

ARTICLE 12. SETTLEMENT OF DISPUTES

In the event of a dispute between the User and Sevabel relating to the validity, interpretation or application of these Terms and Conditions of Use, the User has the right to free recourse to a conventional mediation, or any other alternative means of resolving a dispute.

The User has a right to a process of mediation, conducted by the Tourism and Travel Mediator (MTV Médiation Tourisme Voyage, BP 80 303, 75 823 Paris Cedex 17, France – Tel: +33 (0)1 42 67 96 68 – Email: info@mtv.travel) according to the conditions detailed on the website <https://www.mtv.travel>, within one year of the date of the written complaint sent to Sevabel.

The User also has recourse to an online dispute platform set up by the European Commission, which is accessible on the following website: <https://webgate.ec.europa.eu/odr/>.

In the event of a failure to reach an amicable settlement, the User can pursue legal action either in a jurisdiction territorially competent under the French Code of Civil Procedure, or in the jurisdiction of the location where he was present at the time of entering the contract, or where the injurious event occurred.

ARTICLE 13. GREENHOUSE GAS EMISSIONS

The amount of greenhouse gas emitted by Sevabel's ski lifts is:

- 34 g CO₂e for a 1-day Les Menuires Skipass, equivalent to a 0.135 km car journey;
- 116 g CO₂e for a 1-day Les Trois Vallées Skipass, equivalent to a 0.46 km car journey.

Method of calculation: 100% renewable energy (6 g CO₂e/kWh); diesel car 140g/km, typical passenger vehicle

For further information, the User can contact: Sevabel, Service qualité, sécurité et environnement, 1349 avenue de la Croisette, Les Menuires, 73440 Les Belleville, France.

ARTICLE 14. TERMS AND CONDITIONS OF USE IMPLEMENTATION DATE

The Terms and Conditions of Use are applicable from 1st June 2022.

ARTICLE 15. CHANGES TO THESE TERMS AND CONDITIONS OF USE

Sevabel reserves the right to change the Terms and Conditions of Use at any time.

ARTICLE 16. TRANSLATION OF THESE TERMS AND CONDITIONS OF USE

In the event of a discrepancy between the Terms and Conditions of Use in French and the Terms and Conditions of Use in another language, the Terms and Conditions of Use in French prevail.

ARTICLE 17. APPLICABLE LAW

The Terms and Conditions of Use are subject to French law.