

## **CONDITIONS OF SALE WINTER**

The present conditions of sale (hereinafter the 'Conditions of Sale') govern the relationship between the company Méribel Alpina ('Méribel Alpina'), operator of the ski lifts in the Méribel ski area, and any consumer (the 'Client') who:

- Purchases from Méribel Alpina a transport pass (the 'Lift Pass') enabling them to use one or more ski lifts operated by Méribel Alpina during the winter season; or
- Orders an activity ('Activity') marketed by Méribel Alpina to be carried out during the winter season; or
- Takes out insurance (the 'Insurance') offered by Méribel Alpina and attached to a Lift Pass or Activity.

By way of exception, the Conditions of Sale do not apply in the event of the purchase from Méribel Alpina of a 'Trois Vallées Liberté' Lift Pass. In this case, the Trois Vallées Liberté Conditions of Participation apply.

By purchasing a Lift Pass, ordering an Activity or taking out Insurance, the Client unreservedly accepts the Conditions of Sale.

### **ARTICLE 1. INFORMATION ABOUT MERIBEL ALPINA**

Méribel Alpina is a "société par actions simplifiée" (simplified joint stock company) under French law with a share capital of €3,287,169.01, registered in the Chambéry Trade and Companies Register under number 075 520 064, and with the following intra-Community VAT number: FR 20 075 520 064.

Its contact details are:

- Registered office: Lieudit Les Allues, 73550 Méribel Les Allues, France ;
- Postal address: 350 route de Mottaret, 73550 Méribel, France ;
- Tel. : +33 (0)4 79 08 65 32 ;
- Email: [contact@meribel-alpina.com](mailto:contact@meribel-alpina.com).

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

Which is in turn registered as an insurance intermediary under number Orias 17007390. Elle est enregistrée comme mandataire d'intermédiaire en assurance sous le numéro Orias 17007390.

### **ARTICLE 2. LIFT PASSES, ACTIVITES AND INSURANCE**

The list of Lift Passes, Activities and Insurances, their characteristics and the conditions for benefiting from them are presented at the points of sale operated by Méribel Alpina (the 'Points of Sale'), in the vicinity or on the automatic ticket machines operated by Méribel Alpina ('Automatic Ticket Machines'), on the websites <https://www.skipass-meribel.com> and

<https://saison.skipass-meribel.com> (the "Méribel Alpina Websites"), <https://reservations.meribel.net> and <https://brides-les-bains.secureticket.fr> (the "Tourist Offices Websites"), on the "Trois Vallées" application (the "Application"), and in the Méribel Tourist Offices. The features of the Insurances can also be consulted on the website <https://www.carreneige.com>.

Lift Passes, Activities and Insurances are only valid for all or part of the winter season for which they were ordered.

Unless otherwise stated, Lift Passes valid for more than one day are valid for consecutive days. If participation in an Activity requires access to a ski lift operated by Méribel Alpina, the Client must ensure that the participant in the Activity has a Lift Pass allowing him/her this access and, if necessary, purchase this Lift Pass in addition to ordering the Activity.

Insurance may be taken out when a Lift Pass or Activity is ordered, and at any time during the period of validity of the Lift Pass or Activity. If the insurance is taken out after the Lift Pass or Activity has been ordered, the insurance cover only takes effect from the date of purchase and is not retroactive.

### **ARTICLE 3. POINTS OF SALE**

Lift Passes can be purchased at Points of Sale, on the Websites, on the Application and on Automatic Ticket Machines. The list of Points of Sale and Automatic Ticket Machines can be found on the Méribel Alpina Website at <https://www.skipass-meribel.com/fr/points-de-vente>. However, Lift Passes valid every day during the winter season, as well as '2/7' and '3/7' Lift Passes, cannot be purchased on the Application or on the Automatic Ticket Machines.

Activities can only be ordered at the Tougnette or Chaudanne gondola Sales Points. However, the 'Luge' Activity can only be ordered at the Chaudanne gondola Sales Point. By way of exception, the 'First Track' Activity can also be ordered at all Points of Sale and on the Méribel Alpina website <https://www.skipass-meribel.com>.

Certain offers may be presented exclusively at the Points of Sale, on one or more Websites, on the Application or on the Automatic Ticket Machines.

### **ARTICLE 4. ORDERS**

The Client may not purchase more than nineteen Lift Passes per order on a Méribel Alpina Internet Site and more than nine Lift Passes per order on an Automatic Ticket Machine. The Customer may not purchase more than nineteen Lift Passes on the Application.

The Client may finalise the order of a Lift Pass on an Internet Site or on the Application until the first day of validity of the Lift Pass. However, if the Customer chooses to receive the smart card with which the Lift Pass is associated by post, the order must be confirmed and paid for in full at least six clear days before the start of the validity period of the Lift Pass if it is being sent to Metropolitan France or Corsica, at least eight clear days before the start of the validity period of the Lift Pass if it is being sent to another member state of the European Union, and at least ten clear days before the start of the validity period of the Lift Pass in all other cases. Failing this, the order cannot be finalised.

When placing an order on a Méribel Alpina Internet Site or on the Application, the Client:

1. Select the Lift Pass(es) and, if applicable, the Insurance(es) you wish to order;
2. Checks their order, modifies it if necessary and then confirms it;
3. Creates a personal account (if he/she does not already have one) and enters his/her login details to access his/her personal account;
4. Provides the information required to personalise Lift Passes;
5. Chooses the method of delivery of Lift Passes;
6. Accepts the Conditions of Sale and the Conditions of Use of Lift Passes;
7. Pay for the order.

If an order placed on a Méribel Alpina Internet Site or on the Application is not finalised within thirty minutes following the display of the product offer, the products selected are automatically deleted from the Client's basket. However, the products continue to appear in the basket, even though they have been removed, as long as the page of the Méribel Alpina Website or the Application on which the Client is located has not been refreshed. Méribel Alpina therefore does not guarantee the availability or the price of the products appearing in the basket beyond the period mentioned above.

The sale is concluded subject to the payment, at the time of the order, of the totality of the price or, if the Client has opted for payment in several instalments, of the first instalment. In addition, if an offer of Lift Passes or tickets for access to an Activity is valid until a specific date and time, the sale is concluded subject to payment being finalised by this date and time at the latest.

Once the order has been paid for, the Client will receive an order confirmation message by email.

## **ARTICLE 5. PHOTOGRAPHS**

When purchasing certain Lift Passes (Lift Passes valid every day during the winter season, free Lift Passes, etc.), the Client must provide a photograph of the user of the Lift Pass. This must be a recent passport-size photograph, of the face, without tinted glasses or headgear.

## **ARTICLE 6. PRICES**

Prices for Lift Passes, Activities and Insurance are available at the Points of Sale, on the Websites, on the Application and at the Automatic Ticket Machines.

Méribel Alpina may only offer Lift Passes at discounted rates at Points of Sale.

Prices are expressed in euros and include all taxes. They may be modified during the season in the event of a change in these taxes.

The price of an Activity does not include the price of any Lift Pass required to take part in that Activity. On the other hand, unless otherwise indicated, the price of an Activity includes the supply of the equipment required to take part in that Activity.

A price reduction cannot be combined with any other price reduction.

If the Client wishes to benefit from a reduced fare or free travel, he/she must present, when ordering the Lift Pass, the Activity or the Insurance at a Point of Sale, an original

document certifying that the Lift Pass user, the person registered for the Activity or the beneficiary of the Insurance fulfils the conditions to benefit from this reduced fare or free travel on the date the Lift Pass comes into effect, on the start date of the Activity or on the date the Insurance comes into effect. By way of exception, if a Lift Pass is purchased that is valid every day during the winter season, the date taken into account to determine whether the user is entitled to a reduced fare or free travel is:

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

The user, registered person or beneficiary must be able to present the document at any time during the period of validity of the Lift Pass, Activity or Insurance, whether the Lift Pass, Activity or Insurance was ordered at a Point of Sale, on the Websites, on the Application or on the Automats.

No price reduction or free travel is granted after a Lift Pass, Activity or Insurance has been ordered.

## **ARTICLE 7. PAYMENT**

### **7.1. Currency**

Payment for Lift Passes, Activities and Insurance must be made in euros. However, the Client may pay at Méribel Alpina Points of Sale and on the Méribel Alpina Websites in a currency other than the euro by using the DCC (Dynamic Currency Conversion) service.

### **7.2. Payment means**

The payment methods accepted are:

- At Points of Sale: bank cards (Carte Bleue, Visa, Mastercard, American Express), cash within the legal limits, printed ANCV holiday vouchers ('Classic' holiday vouchers) and digital ANCV holiday vouchers ('Connect' holiday vouchers), credit notes issued by Méribel Alpina;
- On the Méribel Alpina websites: bank cards (Carte Bleue, Visa, Mastercard, American Express), digital ANCV holiday vouchers ('Connect' holiday vouchers);
- On Tourist Office websites: credit cards (Carte Bleue, Visa, Mastercard);
- On the Application: credit cards (Carte Bleue, Visa, Mastercard, American Express), Google Pay and Apple Pay;
- At the Automatic Teller Machines: credit cards (Carte Bleue, Visa, Mastercard, American Express).

Change is not given on holiday vouchers.

It is only possible to split the payment into several means of payment when ordering at Méribel Alpina Points of Sale or on the Méribel Alpina Internet Sites.

### **7.3. Payment by instalments**

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

However, the Client may pay for the order using credit, in three instalments free of charge or in four instalments with charges, if the following conditions are met:

- The total amount of the order is equal to or greater than €300 inclusive of all taxes (before charges);
- The total value of the order is less than or equal to €5,000 inclusive of all taxes;
- He places his order on a Méribel Alpina Internet Site;
- He pays the full amount of his order using a bank card valid until the last payment date of his order and issued by a banking institution established in one of the following European Union countries: France, Spain, Belgium, Germany, Italy, Austria, Ireland, Luxembourg, the Netherlands and Portugal;
- They have a mobile phone number from one of the above countries.

The amount of the charges appears on the Méribel Alpina Internet Site, on the page on which the Client chooses the means of payment for his/her order.

If the Client chooses to pay in three instalments, a sum equal to one third of the price of the order is deducted from their bank card at the time of the order. The second deduction of one third of the price of the order is made one month later from the same bank card. The balance is debited one month after the second debit.

If the Client chooses to pay in four instalments, a sum equal to a quarter of the price of the order and the total cost is debited from their bank card at the time the order is placed. The second instalment of a quarter of the price is taken one month later from the bank card number given by the Client at the time of ordering. The third debit of a quarter of the price is made one month after the second debit to the same bank card. The balance is debited one month after the third debit to the same bank card.

Méribel Alpina reserves the right to offer payment in several instalments free of charge for limited periods.

In order to benefit from payment in several instalments, the Client must choose the corresponding option during the order process and accept the general terms and conditions for the provision of services by the company Alma. Payment is made via the secure Alma platform.

The Client must ensure that the amount of each planned direct debit is lower than the ceiling authorised by his/her bank.

The Client may waive the payment facility provided for in the present article under the conditions set out in article 14. They must then pay cash for their order.

If an order is cancelled in accordance with the Conditions of Sale, recourse to the payment facility provided for in the present article is cancelled and the sums paid by the Client are reimbursed.

Alma reserves the right to refuse to grant the Client the payment facility provided for in the present article. In this case, the Client must pay cash for the order.

## **ARTICLE 8. PROOF OF PURCHASE**

A sales receipt (the 'Proof of Purchase') is sent to the Client by e-mail when a Lift Pass is purchased or the price of an Activity is paid. If the purchase is made on a Méribel Alpina Website or on the Application, the Proof of Purchase is the order confirmation email. If the purchase is made at a Point of Sale, the Client may refuse to receive the Proof of Purchase by e-mail. In this case, the Customer will receive a printed Proof of Purchase.

The Client is asked to keep this Proof of Purchase for as long as the corresponding Lift Pass or Activity is valid. In particular, this Proof of Purchase will be required in order to make a claim for compensation.

## **ARTICLE 9. ISSUE OF LIFT PASSES AND ACTIVITY PASSES**

Each Lift Pass and Activity ticket is issued in the form of a smart card. This card is issued free of charge. It can be reused and recharged as described in article 10.

If the Client has purchased a Lift Pass or an Activity pass at a Point of Sale, the card is issued to him/her immediately at the Point of Sale.

If the Client has ordered a Lift Pass on a Méribel Alpina Website or a Tourist Office Website, he/she may:

- Either collect the card from an Automatic Ticket Machine from the day after the order. To do this, he/she must take the Proof of Purchase with him/her;
- Or ask for the card to be sent by post to the address given when the order was placed. Postage is free. However, if the Client chooses to have the card sent by recorded delivery, a delivery charge of €7 (inc. VAT) will be billed.

If the Client has ordered a Lift Pass via the Application, he/she must collect the card from an Automatic Ticket Machine from the day after placing the order. To do this, they must take the Proof of Purchase with them.

If the Client has purchased a Lift Pass from an Automatic Ticket Machine, the card will be issued to him/her immediately by the Automatic Ticket Machine. By way of exception, if a free Lift Pass is ordered, the Client must collect the card from a Point of Sale.

As soon as the Lift Pass or Activity pass is issued, the Client is asked to check that it corresponds to the order.

## **ARTICLE 10. RECHARGING LIFT PASSES**

The reusable card mentioned in article 9 can be reloaded one or more times. A new Lift Pass can thus be associated with this card, at the latest fifteen minutes before the start of the validity of the Lift Pass chosen.

Recharging can be carried out at Points of Sale, on the Méribel Alpina Websites, on the Application or on Automatic Ticket Machines.

However, free Lift Passes for people under the age of five or seventy-five or over can only be topped up at the Points of Sale.

If a new Lift Pass is registered on a card while the Lift Pass associated with it is still valid, the initial Lift Pass is cancelled and can no longer be used, without the Client being entitled to claim any compensation whatsoever. The Client is therefore advised to wait until the Lift Pass associated with his/her card has expired before registering a new Lift Pass on that card.

By way of exception to the above, it is possible to charge an extension to cover the Trois Vallées domain onto a card associated with a currently valid Méribel domain PROVIDED ALWAYS that this is done at a Point of Sale.

## **ARTICLE 11. MODIFICATION OF AN ORDER**

### **11.1. Modification of a Lift Pass**

The Client may request a Lift Pass to be modified if the following conditions are met:

- The request for modification does not relate to a Lift Pass purchased at a promotional price;
- If the Lift Pass to be modified has been paid for in full or in part by digital holiday vouchers (ANCV Connect holiday vouchers), the modification does not affect the duration of the Lift Pass and does not entail any change to the price paid by the Client;
- The modification request must be received by Méribel Alpina no later than the day before the first day of validity of the Lift Pass to be modified;
- The Lift Pass has not been used, even partially, even after the request for modification has been sent.

The Client must contact a Point of Sale or send the request for modification:

- Either by post to the following address: Méribel Alpina, Customer Relations Department, 350 route de Mottaret, 73550 Méribel, France;
- Or by e-mail to the following address: [contact@meribel-alpina.com](mailto:contact@meribel-alpina.com).

In his/her request, he/she must indicate

- The reference number of their order, as indicated in the order confirmation message they received by e-mail;
- Where applicable, the number of the card to which the Lift Pass to be modified is linked.

If the price of the modified Lift Pass is higher than the price of the initial Lift Pass, the modification will only take effect when the Client pays the difference in price.

If the price of the modified Lift Pass is lower than the price of the initial Lift Pass, the difference in price shall be credited to the bank card used to pay for the initial Lift Pass, unless the Client specifies otherwise. As the refund is based on the price of the order in euros, any exchange

rate variations between the date of the order and the date of the refund are at the Client's expense.

If the modification of a Lift Pass means that the conditions for benefiting from this Lift Pass are no longer met (for example, the number of people benefiting from an offer for a group falls below the number required to benefit from this offer), the request for modification shall be treated as a cancellation. Article 12 will then apply.

## **11.2. Modification of an Activity**

The Client may have an Activity postponed free of charge if the following conditions are met:

- The new date of the Activity is a day of the same winter season for which the Activity was initially ordered;
- Any equipment required for the Activity and supplied by Méribel Alpina is available on the new date of the Activity;
- The modification does not entail any change in the price paid by the Client;
- The request for postponement must be sent to Méribel Alpina before the date initially chosen for the Activity.

To obtain this postponement, the Client must go to a La Chaudanne Point of Sale and present the Proof of Purchase relating to their order.

## **ARTICLE 12. CANCELLATION OF AN ORDER**

### **12.1. Cancellation of a Lift Pass**

The Client must contact a Point of Sale or inform Méribel Alpina of the cancellation of their order:

- Either by post to the following address: Méribel Alpina, Customer Relations Department, 350 route de Mottaret, 73550 Méribel, France ;
- Or by e-mail to the following address: [contact@meribel-alpina.com](mailto:contact@meribel-alpina.com).

He must indicate in his message:

- The reference number of their order, as indicated in the order confirmation message they received by e-mail;
- Where applicable, the number of the card to which the Lift Pass to be cancelled is linked.

The price of the Lift Pass will be credited to the credit card used to pay for the Lift Pass, unless the Client specifies otherwise. As the refund is based on the price of the order in euros, any exchange rate fluctuations between the date of the order and the date of the refund will be borne by the Client.

If the order was paid for partly by digital holiday vouchers ('Connect' holiday vouchers) and partly by bank card, the amount refunded may not exceed the amount paid by bank card.



The price of Insurance is not refunded. Any costs incurred in sending the Lift Pass by post will be refunded (if the Client chose to have the Lift Pass sent by post when ordering), unless the Lift Pass was sent on the date of cancellation.

## **12.2. Cancellation of an Activity by the Client**

The Client may cancel an Activity if the following conditions are met:

- Méribel Alpina is informed of the cancellation before the start of the Activity;
- The person registered for the Activity has not taken part in the Activity, including after the information given to Méribel Alpina.

The Client must inform Méribel Alpina of the cancellation of their order at a La Chaudanne Point of Sale and present the Proof of Purchase relating to their order.

The Client will be refunded a sum equal to 50% of the price of the Activity. As an exception, they will be refunded a sum equal to 100% of the price of the Activity if they chose the corresponding option when they placed their order. The additional price paid to benefit from this option remains the property of Méribel Alpina in the event of cancellation of the order.

As an exception to the above, if the Client informs Méribel Alpina of the cancellation of their reservation of the 'First Track' Activity before 5 p.m. on the Tuesday preceding the Activity, they will be reimbursed a sum equal to 100% of the price of the Activity. If the Client informs Méribel Alpina of the cancellation of their reservation after this date and time, Méribel Alpina retains the full amount paid by the Client.

If payment for the order is made by bank card, the sum is credited to this card, unless otherwise indicated by the Client. As the reimbursement is based on the price of the order in euros, any exchange rate variations between the date of the order and the date of its reimbursement are at the Client's expense.

If the order is paid for in cash, the sum will be reimbursed in cash.

If the order is paid for partly by holiday vouchers and partly by bank card or cash, the amount refunded may not exceed the amount paid by bank card or cash.

The price corresponding to Insurance is not refunded.

## **ARTICLE 13. COMPENSATION FOR LOSS**

The Client, the user of a Lift Pass, the person registered for an Activity or the beneficiary of Insurance may not benefit from any total or partial refund or exchange of this Lift Pass, this Activity or this Insurance, nor any extension or deferral of their validity, even if the Lift Pass has not been used or has only been partially used, if the person has not taken part in the Activity or if the beneficiary of the Insurance has not used it.

By exception, the Client may obtain a refund or postponement of a Lift Pass or Activity under the conditions set out in Articles 11 and 12, and receive compensation in the cases detailed below.

No compensation will be paid before the Lift Pass has expired or the Activity has ended.

No compensation will be paid at Points of Sale. All requests for compensation must be sent to the contact details indicated in article 18.

The price corresponding to the Insurance is refundable. However, the sum paid by the Client for the reusable card mentioned in article 9 is not refundable.

In the event of a refund, this refund will be based on the price of the order in euros, and any exchange rate fluctuations between the date of the order and the date of the refund will be borne by the Client.

No compensation is granted to Clients who have ordered a Lift Pass, Activity or Insurance from anyone other than Méribel Alpina. In this case, the Client must contact the person from whom they ordered the Lift Pass, Activity or Insurance.

### **13.1. Interruption of ski lift operations for health reasons by decision of the public authorities**

In the event of closure for health reasons, by decision of the public authorities, of all the ski lifts operated by Méribel Alpina for one or more whole days, the Client may request reimbursement of the Lift Pass, the Activity and the Insurance that he/she has ordered from Méribel Alpina (provided that the Activity requires access to the ski lifts).

The amount reimbursed is calculated on a pro rata basis for the days of closure in application of the administrative decision during the period of validity of the Lift Pass or Activity.

As an exception, for Lift Passes valid every day of the winter season, the amount refunded is calculated according to the following formula:

$$\text{Amount refunded} = \text{Price paid for the Lift Pass} \times (\text{Guaranteed number of days of ski lift operation} - \text{Number of days of actual ski lift operation}) / \text{Guaranteed number of days of ski lift operation}.$$

The guaranteed number of days of ski lift operation is equal to 65% of the number of days in the winter season when the ski lifts operated by Méribel Alpina are open. A day is considered to be a ski lift operating day if the following conditions are met:

- At least 20% of the ski lifts operated by Méribel Alpina are open;
- If the operation of open ski lifts was interrupted during the day, this interruption did not concern all these ski lifts;
- If the operation of open ski lifts was interrupted during the day, this interruption did not exceed five consecutive hours.

To obtain this compensation, the Client must send a request to Méribel Alpina via the website <https://www.ticketoski.fr/fr/meribel>. This request must be accompanied by the proof of purchase, a copy of the Lift Pass if a Lift Pass has been purchased, and a bank statement..

### **13.2. Interruption to the operation of ski lifts for any reason other than a decision by the public authorities taken for health reasons**

The Client may obtain compensation if the following conditions are met:

- The Client has purchased from Méribel Alpina a Lift Pass other than a Lift Pass valid for less than one day, one day or every day of the winter season;
- During the period of validity of this Lift Pass, the operation of at least 80% of the ski lifts to which this Lift Pass gives access is interrupted for more than five consecutive hours during the same day;
- This interruption is not due to an event of force majeure nor is it the application of the calendar and opening times of the ski lifts displayed in the Points of Sale or on the Méribel Alpina Websites.

Compensation takes the form, at the Client's choice:

- Either the issue of a new Lift Pass, valid from the day following the expiry of the initial Lift Pass or from the first day of resumption of ski lift operations, whichever is the later. This new Lift Pass is valid for a period equal to the number of days during which operation of the ski lifts was interrupted during the period of validity of the initial Lift Pass;
- Or reimbursement of a sum equal to a fraction of the price of the Lift Pass. This sum is calculated on a pro rata basis according to the number of days during which the operation of the ski lifts was interrupted during the period of validity of the Lift Pass in relation to the number of days of validity of the Lift Pass (e.g.: a Client who has purchased a Lift Pass valid for six days will be reimbursed a sum equal to 50% of the price of this Lift Pass if the operation of the ski lifts was interrupted for three days during the period of validity of this Lift Pass);
- Or a credit note calculated as above. This credit is non-transferable and valid until the end of the winter ski lift season operated by Méribel Alpina following the one during which ski lift operation was interrupted.

To obtain this compensation, the Client must send a request to Méribel Alpina using the contact details given in article 18. This request must be accompanied by the Proof of Purchase, a copy of the Lift Pass if a Lift Pass has been purchased, and a bank statement.

### **13.3. Cancellation of an Activity by Méribel Alpina**

If an Activity ordered from Méribel Alpina is cancelled by Méribel Alpina, the Client may obtain a postponement of the Activity or a refund of the order.

Méribel Alpina reserves the right to cancel the 'First Track' Activity if there are fewer than twenty participants.

To obtain a postponement of the Activity, the Client must present the Proof of Purchase at the Point of Sale of the Chaudanne gondola.

To obtain a refund for his/her order, the Client must send a request to Méribel Alpina using the contact details given in article 18. This request must be accompanied by the Proof of Purchase and a bank statement.

## **ARTICLE 14. RIGHT OF WITHDRAWAL AND RIGHT OF CANCELLATION**

The Client does not benefit from the right of withdrawal provided for in the French Consumer Code in the event of the purchase of a Lift Pass on a Website, the Application or an Automatic Ticket Machine.

If an Insurance policy is taken out, the Client benefits from:

- The right of withdrawal provided for in article L. 112-2-1, II, of the French Insurance Code, for a period of fourteen days from the date on which the insurance was taken out, if it was taken out at a distance and for purposes that do not fall within the scope of the Client's professional activity, if the duration of the insurance cover is at least one month and if the insurance contract has not been fully executed at the express request of the Client;
- The right of withdrawal provided for in article L. 112-10 of the French Insurance Code, for a period of thirty days from the date the insurance was taken out, if the insurance was taken out for purposes that do not fall within the scope of the Customer's professional activity, and if the insurance contract has not been fully executed or if the Customer has not called in any guarantee.

The procedures for exercising these rights of renunciation and their consequences are detailed on the <https://www.carreneige.com> website.

The Client has a period of fourteen calendar days from the date of the order to withdraw from the payment facility provided for in article 7.3, by notifying his decision directly by e-mail to the following address: [support@getalma.eu](mailto:support@getalma.eu).

## **ARTICLE 15. LIABILITY**

It is the Client's responsibility to choose the Lift Pass, Activity or Insurance best suited to his/her needs and constraints.

Access restrictions, linked for example to the age or physical condition of the user, may apply to certain ski lifts and Activities. These restrictions can be consulted in the Points of Sale, on the Méribel Alpina Internet Sites and at the boarding of each ski lift.

Méribel Alpina may not be held liable if the Lift Pass, Activity or Insurance chosen is unsuited to the needs and constraints of the Client, the user of the Lift Pass, the person registered for the Activity or the beneficiary of the Insurance.

Méribel Alpina shall not be held liable in the event of it being impossible for the Client to complete an order on the Méribel Alpina Internet Sites, on the Application or on an Automatic Ticket Machine before a given deadline, due for example to the inaccessibility or malfunctioning of the Méribel Alpina Internet Site, of the Application or of the Automatic Ticket Machine, to the inaccessibility or malfunctioning of the payment system, or to the failure of the Client's bank to authorise payment.

## **ARTICLE 16. PERSONAL DATA**

Compagnie des Alpes (RCS Paris 349 577 908) and Méribel Alpina, a subsidiary of this company, are jointly responsible for processing personal data in connection with the marketing of Lift Passes and Activity passes.

This processing is described in the personal data protection policy available on the Méribel Alpina Website and in the Points of Sale.

The person whose data is processed has a right of access to the data concerning him or her, a right to rectify and delete such data, a right to limit the processing thereof and a right to object to such processing. They may exercise these rights by contacting Méribel Alpina using the contact details given in article 18.

## **ARTICLE 17. COMMUNICATION OF CONDITIONS OF SALE AND ORDER DETAILS**

The Client may obtain a copy of the Conditions of Sale.

In addition, if he/she has placed an order electronically, he/she may have access to the details of this order, as well as the Conditions of Sale applicable on the date of this order, for 5 years following this order if its amount is less than 120 € including tax, 10 years if its amount is equal to or greater than 120 € including tax.

To do this, the Client must send a request to Méribel Alpina at the address indicated in article 18.

## **ARTICLE 18. QUERIES AND COMPLAINTS**

In the event of purchasing a Lift Pass on a Méribel Alpina Website, the Client may obtain information about his/her order:

- Either by telephone on +33 (0)4 79 08 65 32;
- Or by post to the following address: Méribel Alpina, Sales Department, 350 route de Mottaret, 73550 Méribel, France;
- Or by e-mail to the following address: [contact@meribel-alpina.com](mailto:contact@meribel-alpina.com).

The Client may send any request or complaint concerning the processing of his/her personal data:

- Either by post to the following address: Méribel Alpina, Protection des données personnelles, 350 route de Mottaret, 73550 Méribel, France;
- Or by e-mail to the following address: [privacy@meribel-alpina.com](mailto:privacy@meribel-alpina.com).

The Client may send any request or complaint concerning payment in several instalments to the company Alma, by e-mail to the following address: <https://support.getalma.eu>.

Unless otherwise indicated, the Client may send any other request or claim:

- Either by post to the following address: Méribel Alpina, Customer Relations Department, 350 route de Mottaret, 73550 Méribel, France;
- Or by e-mail to the following address: [contact@meribel-alpina.com](mailto:contact@meribel-alpina.com); - Or via the website <https://www.ticketoski.fr/fr/meribel>.

If the complaint relates to the non-conformity of a Lift Pass or a ticket for access to an Activity issued by Méribel Alpina with the Client's order, it must be made to Méribel Alpina before the first use of this ticket. If the complaint has another purpose, it must reach Méribel Alpina within two months of the occurrence of the event giving rise to the complaint.

If the Client wishes to make use of the Insurance he has taken out, he must contact Carré Neige (<https://carreneige.com>). Méribel Alpina is not authorised to deal with this request.

## **ARTICLE 19. DISPUTES**

In the event of a dispute between the Client and Méribel Alpina relating to the validity, interpretation or performance of the Conditions of Sale, the Client may have recourse free of charge to a procedure of mediation or any other alternative method of settling disputes.

The Client may have recourse to a mediation procedure:

- With the AFEPAME Consumer Mediator, in accordance with the procedures set out on the website <https://mediateur-consommation-afepame.fr>, in the event of a dispute concerning payment in instalments;
- For other matters, with the Tourism and Travel Ombudsman (MTV - Médiation Tourisme Voyage, Service dépôt des saisines, CS 30958, 75383 Paris cedex 08, France - Tel: +33 (0)1 42 67 96 68 - Email: [info@mtv.travel](mailto:info@mtv.travel)) in accordance with the procedures set out on the website <https://www.mtv.travel> and within a maximum period of one year from the date of the written complaint made to Méribel Alpina.

He/she may also have recourse to the online dispute resolution platform set up by the European Commission, accessible on the website <https://webgate.ec.europa.eu/odr/>.

In the absence of an amicable settlement, the Client may refer the matter either to one of the territorially competent courts in accordance with the French Code of Civil Procedure, or to the court of the place where the Client resided at the time of the conclusion of the contract or the occurrence of the harmful event.

## **ARTICLE 20. ENTRY INTO FORCE OF THE CONDITIONS OF SALE**

The Conditions of Sale come into force on 29 November 2024.

## **ARTICLE 21. MODIFICATIONS**

Méribel Alpina reserves the right to modify the Conditions of Sale at any time.

## **ARTICLE 22. TRANSLATIONS**

In the event of any contradiction between the Conditions of Sale in French and the Conditions of Sale in another language, the Conditions of Sale in French shall prevail.

## **ARTICLE 23. LAW**

DJ.24.388 v4

The Conditions of Sale are governed by French law.