

SALES CONDITIONS SUMMER

These sales conditions (hereinafter «Sales Conditions») regulate the relationship between the company ADS (hereinafter «ADS»), operator of the ski lifts in the les Arcs-Peisey-Vallandry ski area and any consumer (hereinafter the «Client») who:

- Purchases from ADS or one of its representatives a ticket for travel (hereinafter a «Travel Ticket ») allowing them to use during the winter season one or more of the lifts operated by ADS; and/or
- Reserves an activity (hereinafter an «Activity») marketed by ADS or one of its representatives which must take place during the winter season; and/or
- Subscribe to an insurance (hereinafter an «Insurance ») offered by ADS and attached to a Travel Ticket or an Activity.

In purchasing a Travel Ticket or reserving an Activity, the Client accepts the Sales Conditions without reservation. By way of exception, the marketing of the «piscine d'Arc 1800» Activity is regulated by the sales conditions of EPIC AB Tourisme.

ARTICLE 1. INFORMATION RELATING TO ADS

ADS is a public limited company under French law with a share capital of 17,756,460.00 €, registered in the business and company register in Chambéry under the number 076 520 568, and the intracommunity VAT number is: FR 61 076 520 568.

Its contact details are as follows:

- Registered office address: Chalet des Villards, Arc 1800, 73700 Bourg-Saint-Maurice, France;
- Tel.: +33 (0)4 79 04 24 00;
- E-mail : contact.ads@compagniedesalpes.fr.

ADS is insured by Allianz Opérations Entreprises (7 place du Dôme, TSA 21017, 92099 La Défense Cedex, France).

It is registered as an insurance agent under the Orias number 17007384.

ARTICLE 2. TRAVEL TICKETS AND ACTIVITIES

The list of Travel Tickets and Activities, their characteristics and the conditions under which they may be enjoyed are displayed in ADS's Sales Points (hereinafter the «Sales Points»), near or on the ticket machines operated by ADS (hereinafter the «Ticket Machines»), on the web site <https://www.lesarcs-peiseyvallandry.com/fr/> (hereinafter the «Web Site») and on the Paradiski Yuge mobile application (hereinafter the « Application »).

Travel Tickets and Activities are only valid for all or part of the summer season for which they have been ordered.

Travel Tickets are valid for one or more consecutive days on the dates shown on the Travel Tickets, except for «single ride» and «ten-ride» Travel Tickets which are valid for whatever opening day of the ski lifts during the summer season for which they have been purchased.

The «Tyrolian Slide» Activity can only be reserved for a specific date and time. Equipment provided as part of the Activities cannot be hired separately from the Activities.

ARTICLE 3. SALES POINTS

Travel Tickets may be purchased in Sales Points and, in the case of a selection of them only, on the Web Site, from Ticket Machines or on the Application. «Ten-ride» Travel Tickets are sold in Sales Points, and in the Tourist Office of Arc 1600.

Activities may be reserved in Sales Points and on the Web Site.

The list, location and opening hours and days of the Sales Points and Ticket Machines can be seen on the Web Site.

Certain offers may be shown exclusively in Sales Points, on the Web Site, on Ticket Machines or on the Application.

ARTICLE 4. ORDERING

The Client may not purchase more than nineteen Travel Tickets per order on the Web Site and on the Application, and no more than nine Tickets per order from a Ticket Machine.

Travel Tickets may be purchased up to the day on which they become valid and Activities may be purchased up to the day for which they are reserved.

When ordering on the Web Site or on the Application the Client:

1. Selects the Travel Ticket or Tickets or the Activity or Activities they wish to order.
2. Checks their order, alters it if necessary, then confirms it.
3. Creates a personal account (if they do not already have one) then enters the username and password to access their personal account, log in to the account they already have, or chooses to order without creating a personal account. In this case, they must provide an address.
4. Provides the necessary information to personalise the Travel Tickets and entry tickets to Activities.
5. Chooses the methods of issuing Transport Tickets and Activity Tickets.
6. Accepts the Sales Conditions and conditions for use of the Travel Tickets and Activity Tickets.
7. Pays for their order.

If an order placed on the Website or Application is not finalized within thirty minutes of the product offer being displayed, the selected products are automatically removed from the Client's basket. However, the products continue to appear in the basket, even though they have been removed, until the page of the Website or Application on which the Client is located has been refreshed. ADS therefore does not guarantee the availability or price of products appearing in the basket beyond the period mentioned above.

The sale is concluded subject to payment, at the time of the order, of the full price or, if the Client has opted for payment in instalments, of the first instalment. In addition, if an offer of Transport Tickets or Activity Access Tickets is valid until a specific date and time, the sale is concluded subject to payment being finalized by that date and time at the latest.

Once the order has been paid for, the Client will receive an e-mail confirming their order.

ARTICLE 5. PRICES

The prices of Travel and Activity Tickets are displayed in Sales Points on or near Ticket Machines, on the Web Site, on the Application and in the *Club des sports of 'Arc 1600* premises.

They are expressed in Euros and with all taxes included. They are susceptible to alteration in the event of a change in these taxes.

Price reductions are applied on the basis of the individual adult or child prices. One price reduction is not cumulable with another price reduction.

If the Client wishes to benefit from a reduced price or free entry, at the time of purchasing the Travel Ticket or reserving the Activity in a Sales Point or from an ADS representative, they must present an original document certifying that the user of the Travel Ticket or the person for whom the Activity is being purchased fulfils the conditions for benefitting from the reduced price or free entry on the date the Travel Ticket becomes valid or the Activity begins. The user or the person for whom the activity is being purchased must be able to present this document at any time during the period of validity of the Travel Ticket or during the Activity, whether the Travel Ticket has been purchased or the Activity reserved in a Sales Point, on the Web Site, from a Ticket Machine or on the Application. No printed or digital copy will be accepted.

No price reduction or free entry will be granted after the Travel Ticket has been purchased or the Activity reserved.

Unless otherwise stated, the price of Activities includes the provision of the equipment necessary to take part in the Activities.

The price of the «Tyrolean slide» Activity also includes the Travel Ticket enabling the user to take part in this Activity.

ARTICLE 6. PAYMENT

6.1. Currency

Payment for Travel Tickets and Activities must be made in Euros. However, the Client may pay in Sales Points in a currency other than Euros by making use of the DCC (Dynamic Currency Conversion) facility.

6.2. Means of payment

The means of payment accepted are:

- In Sales Points: credit and debit cards (*Carte Bleue*, Visa, Mastercard, American Express), cheques drawn on a bank account in France and made out in favour of ADS, cash up to the maximum permitted, ANCV holiday cheques in printed (ANCV holiday cheques «Classic»);
- On the Web Site: credit and debit cards (*Carte Bleue*, Visa, Mastercard, American Express), digital ANCV holiday cheques (ANCV holiday cheques «Connect»);
- On the Application: credit and debit cards (*Carte Bleue*, Visa, Mastercard, American Express);
- In Ticket Machines: credit and debit cards (*Carte Bleue*, Visa, Mastercard).

When payment is made by cheque, the Client must show original proof of identity in their name.

Dividing payment between several means of payment is only possible for orders in Sales Points or on the Web Site (in this case, payment may be made partly by credit or debit card and partly by digital ANCV holiday cheques).

ARTICLE 7. PROOF OF PURCHASE

A proof of purchase (hereinafter the «Proof of Purchase») is sent to the Client by e-mail, when they purchase a Travel Ticket or pay for an Activity. In the case of a purchase on the Web Site, the Proof of Purchase is attached to the order confirmation email. It is also available in the Client's personal account on the Website, on the «My Orders» page. In the event of a purchase at a Point of Sale, the Client may refuse to have the Justificatif de Vente sent by e-mail. In this case, a printed Sales Receipt will be issued.

The Client is advised to retain the Proof of Purchase throughout the validity of the corresponding Travel Ticket or entry ticket to an Activity. The Proof of Purchase will be required to claim compensation, obtain a replacement Travel Ticket or provide proof of insurance.

ARTICLE 8. ISSUE OF TRAVEL TICKETS AND ENTRY TICKETS TO ACTIVITIES

Every Travel Ticket or entry ticket to an Activity is issued in the form of a QR code or microchip card on which it is printed.

QR codes and microchip cards are supplied free of charge when purchasing a Travel Ticket or reserving an Activity.

If the Client has purchased a Travel Ticket or reserved an Activity in a Sales Point, the microchip card will be issued to them immediately in the Sales Point.

If the Client has purchased a Travel Ticket or reserved an Activity on the Web Site or on the Application the Travel Ticket or entry ticket to the Activity will be issued:

- In the form of a QR code, in which case the QR code will be sent to them immediately by email to the email address they have entered with their order;
- In the form of a microchip card, in which case the Client may collect it from a Sales Point or a Ticket Machine. To do so, they must provide the number of their order.

If the Client has purchased a Travel Ticket from a Ticket Machine, the Travel Ticket or entry ticket to an Activity will be issued:

- In the form of a QR code, in which case the QR code will be sent to them immediately by email to the email address they have entered with their order;
- Or by the immediate issue of a microchip card by the Ticket Machine.

The client is invited to check, as soon as the Travel Ticket or entry ticket to an Activity is issued, that it conforms to the order.

ARTICLE 9. RECHARGING TRAVEL TICKETS AND ENTRY TICKETS TO ACTIVITIES

Some microchip cards on which a Travel Ticket or entry ticket to an Activity are associated can be recharged several times. A new Travel Ticket or new entry ticket to an Activity may thus be associated on these cards, except for Travel Tickets valid for the whole summer season. By way of exception, if a Travel Ticket valid for the whole summer season is associated on a card, no other Travel Ticket may be associated on that card during the whole summer season. However, an entry ticket for an Activity may be associated on this card during the summer season.

Recharging can only be carried out on the Web Site, on the Application or on Ticket Machines, only Travel Tickets and entry ticket to an Activity offered on the Web Site, on the Application or on Ticket Machines may be associated on a reloadable card.

A Travel Ticket or entry ticket to an Activity may be linked to a rechargeable card to a few minutes before it becomes valid

When a new Travel Ticket or a new entry ticket to an Activity is recorded on a card while the original Travel Ticket or entry ticket to an Activity is still valid, the original Travel Ticket or entry ticket to an Activity will be cancelled and may no longer be used and the Client will not be entitled to any compensation. The Client is therefore advised to wait until the Travel Ticket or entry ticket to an Activity encoded on their card has expired before registering a new Travel Ticket or entry ticket to an Activity on this card.

ARTICLE 10. AMENDING AN ORDER

The Client may amend their order without charge if the following conditions are met:

- The amendment may only be made to the validity date of the Travel Ticket purchased or the Activity reserved, and the new validity date must be in the same summer season as the Travel Ticket originally purchased or the Activity originally reserved.
- The amendment does not affect the price of the Travel Ticket purchased or the Activity reserved.
- The amendment request is received by ADS no later than forty-eight hours before the Travel Ticket becomes valid or the start of the Activity.
- The Travel Ticket has not been used, even partially, or the person for whom the Activity has been reserved has not already taken part in the Activity, even partially including after having submitted the amendment request.

The Client must send their amendment request to the address shown in [article 18](#) or make their request in a Sales Points.

The Client's request must include:

- The reference of their order.
- Their surname, forename, number of mobil phone and postal address.
- The number of the microchip card on which the Travel Ticket or entry Ticket to an Activity is encoded.

ARTICLE 11. CANCELLING AN ORDER

The Client may completely or partially cancel an order if the following conditions are met:

- The cancellation relates to a Travel Ticket or entry ticket to an Activity which was not purchased as part of a promotional offer.
- ADS is informed of the cancellation no later than forty-eight hours before the Travel Ticket becomes valid or the start of the Activity.
- The Travel Ticket has not been used, even partially, or the person for whom the Activity has been reserved has not already taken part in the Activity, even partially including after having submitted the cancellation request.

The Client must notify ADS of the cancellation of their order by contacting them using the contact details shown in [article 18](#) or notify a Sales Point of the cancellation.

The Client's request must include:

- The reference of their order.
- Their surname, forename, number of mobil phone and postal address.
- The number of the microchip card on which the Travel Ticket or entry Ticket to an Activity is encoded.
- Their bank details if the order has been paid at least in part by digital ANCV holiday cheques or was made on a Ticket Machine.

The corresponding price of the cancelled Travel Ticket or Activity will be credited to the credit or debit card used to pay for the Travel Ticket of Activity, unless the Client requests otherwise. In the case of orders paid wholly or partially by digital ANVC holiday cheques, the portion of the price paid by these means will be refunded by bank transfer. Similarly, if the cancelled order was placed on a Ticket Machine, the sum due to the Client will be repaid by bank transfer.

As the refund is based on the price of the order in Euros, any variations in the exchange rate between the date of the order and the date of the refund will be borne by the Client. Postal charges incurred by the Client when notifying ADS will not be refunded.

ARTICLE 12. COMPENSATION

The Client, the user of the Travel Ticket or the person for whom an Activity has been reserved cannot benefit from any refund or exchange of the Travel Ticket or Activity, nor any extension or postponement of their validity, even if the Travel Ticket has not been used or has only partially been used or the person has not taken part in the Activity.

However, if an Activity which has been reserved through ADS or one of their representatives is cancelled by ADS, the Client may obtain the postponement of the Activity or the refund of their reservation.

To postpone an Activity, the Client must show the Proof of Purchase in a Sales Point.

To obtain the reimbursement of their reservation, the Client must submit a request to ADS to the contact details shown in [article 18](#). This request must be accompanied by the Proof of Purchase and the Client's bank details.

No compensation will be awarded if the Client purchased their Travel Ticket or reserved the Activity from any person or entity other than ADS or one of its representatives. In this case, the Client must apply to the person or entity from whom they purchased the Travel Ticket or reserved the Activity.

In the case of a refund, as the refund is based on the price of the order in euros, any variations in the rate of exchange between the date of the order and the date of the refund will be at the Client's expense.

ARTICLE 13. RIGHT OF WITHDRAWAL AND RIGHT OF RENUNCIATION

The Client does not benefit from the right of withdrawal provided for in the French consumer code when a Travel Ticket or entry ticket to an Activity is purchased on the Web Site, on the Application or from a Ticket Machine.

ARTICLE 14. RESPONSIBILITY

It is the Client's responsibility to choose the Travel Ticket or Activity best suited to their needs and limitations. ADS cannot be held responsible if the Travel Ticket or Activity chosen does not fit the needs or limitations of the Client, the user of the Travel Ticket or the person for whom the Activity was purchased.

ADS declines all responsibility in the event that the Client is unable to finalize an order on the Website, on the Application or on an Automat before a given deadline, due for example to the inaccessibility or malfunctioning of the Website, the Application or the Automat, the inaccessibility or malfunctioning of the payment system, or the failure of the Client's bank to authorize payment.

ARTICLE 15. PERSONAL DATA

Compagnie des Alpes (RCS Paris 349 577 908) and ADS, a subsidiary of this company, are jointly responsible for processing personal data in connection with the sale of Travel Tickets and entry ticket to an Activity.

These processes are described in [the personal data protection policy](#) available on the website and at 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 its processing and a right to object to such processing. These rights may be exercised by contacting ADS at the address given in article 18.

ARTICLE 16. INFORMATION ON SALES CONDITIONS AND DETAILS OF THE ORDER

The Client may obtain a copy of the Sales Conditions.

Furthermore, if they placed their order electronically, they can be advised of the details of their order as well as the Sales Conditions applicable on the date on which the order was placed, for 5 years after the order if its amount is less than 120 € including all taxes, 10 years if the amount is equal to or greater than 120 € inclusive of all taxes.

To this end, the Client must submit a request to ADS to the contact details shown in [article 18](#).

ARTICLE 17. MONITORING AN ORDER

The Client may obtain information on an order placed on the Web Site or on the Application:

- By post to the following address: ADS, Service relation clients, Chalet des Villards, Arc 1800, 73700 Bourg-Saint-Maurice, France.
- By telephone on the following number: +33 (0)4 79 04 24 00.
- By email to the following address: contact.ads@compagniedesalpes.fr.
- By via the web site <https://www.ticketoski.fr/fr/clientads>.

Furthermore, the client can consult their order history in his personal account on the Web Site on the page: "My orders" whether these orders were placed at a Point of Sale, on the Web Site, on the Application or on Ticket Machines, provided that the customer used the same e-mail address for these orders as the one entered in his/her personal account.

ARTICLE 18. REQUESTS AND COMPLAINTS

The Client may send any request or complaint concerning the processing of their personal data:

- By post to the following address: ADS, Protection des données personnelles, Chalet des Villards, Arc 1800, 73700 Bourg-Saint-Maurice, France.
- Or email to the following address: ads.privacy@compagniedesalpes.fr.

Unless otherwise specified in the Conditions of Sale, the Client may make any other request or claim:

- By post to the following address: ADS, Service relations clients, Chalet des Villards, Arc 1800, 73700 Bourg-Saint-Maurice, France.
- Or via the web site <https://www.ticketoski.fr/fr/clientads>.

If the complaint relates to the non-conformity of a Travel Ticket or entry ticket to an Activity issued by ADS with the Client's order, it must be made to ADS before the first use of this ticket. If the complaint has another object, it must reach ADS within two months of the occurrence of the event giving rise to the complaint.

ARTICLE 19. SETTLEMENT OF DISAGREEMENTS

In the event of a disagreement between the Client and ADS relating to the validity, interpretation or application of the Sales Conditions, the Client may have recourse free of charge to a contractual mediation process or any other alternative way of settling disputes.

They may have recourse to a mediation process

- Through the *Médiateur du Tourisme et du Voyage* (tourist 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)

in accordance with the terms on the web site <https://www.mtv.travel> within a maximum of one year from the written complaint to ADS.

They may also have recourse to the on-line dispute settlement platform set up by the European Commission, accessible on the web site <https://webgate.ec.europa.eu/odr/>.

Should an amicable settlement not be reached, the Client may take legal action in one of the territorially appropriate jurisdictions by virtue of the French civil action code or in their place of residence at the time the contract or the subject of the action was concluded.

ARTICLE 20. ENTRY INTO FORCE OF THE SALES CONDITIONS

The Sales Conditions enter into force on 14th June 2024.

ARTICLE 21. ALTERATION OF THE SALES CONDITIONS

ADS reserves the option to alter the Sales Conditions at any time.

ARTICLE 22. TRANSLATION OF THE SALES CONDITIONS

In the event of a contradiction between the Sales Conditions in French and the Sales Conditions in another language, the Sales Conditions in French will prevail.

ARTICLE 23. APPLICABLE LAW

The Sales Conditions are regulated by French law.