

## **SALES CONDITIONS WINTER**

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 07 076 520 568.

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](mailto: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, ACTIVITIES AND INSURANCES**

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»), as well as on the web site <https://www.lesarcs-peiseyvallandry.com/fr/> (hereinafter the «Web Site»), on the web Site <https://www.saison.lesarcs-peiseyvallandry.com> (hereinafter «the Saison à la Carte Web Site») and on the Paradiski Yuge mobile application (hereinafter the « Application »). Insurance Product Information Document, information notices), available online ([www.carreneige.com](http://www.carreneige.com)).

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

Insurance may be taken out at the same time as the purchase of a Travel Ticket or the reservation of an Activity, or at any time during the period of validity of the Travel Ticket or Activity or, for certain types of Insurance, at any time, including outside the period of validity of a Travel Ticket or Activity pass. When insurance is taken out after the purchase of the Travel Ticket of Activity, cover is only effective from the date of subscription and is not retrospective.

### **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, on the Saison à la carte Web Site, the Application and the Ticket Machines.

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

Insurance, whether or not associated with a Travel Tickets or an Activity Pass, may be taken out at the Points of Sale. Insurance can also be taken out on the Web Site, on the Saison à la Carte Web Site, on the Application and on the Automats; in this case, it must be taken out at the same time as the purchase of a Transport Pass or an Activity Ticket.

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 the Saison à la Carte Web Site, on the Application or on Ticket Machines.

### **ARTICLE 4. ORDERING**

The Client may not purchase more than fourteen Travel Tickets per order on the Web Site, on the Saison à la Carte Web Site, the Application or from a Ticket Machine.

In the case of orders placed on the Web Site or on the Saison à la Carte Web Site, 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. By way of exception, the «First Track» Activity may be reserved up to the day before the scheduled date of the Activity before 3pm.

As indicated in [article 8](#), the Client placing an order on the Web Site or on the Saison à la Carte Web Site may choose to receive by post the microchip card on which the Travel Ticket of entry ticket to an Activity is associated. If they choose this option, they must order the Travel Ticket or entry ticket for an Activity at least seven clear days before its first use if it is to be sent to an address in metropolitan France or Corsica and at least ten clear days before its first use in other cases or it will not be possible to complete the order.

When ordering on the Web Site or on the Saison à la Carte Web Site 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 user name 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 the latter case, they must supply an e-mail address and a mobile telephone number. Ordering without a personal account is only possible on the Web Site for the reservation of an Activity.
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.

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

## **ARTICLE 5. PHOTOGRAPH**

When a Travel Ticket valid for the whole winter season is purchased (Travel Ticket «season» «1/7» «2/7», etc.), the Client must provide a photograph of the user of the Travel Ticket. It must be a recent identity photograph, full face, without tinted glasses or headdress.

## **ARTICLE 6. PRICES**

The prices of Travel, Activity Tickets and insurances are displayed in Sales Points on or near Ticket Machines, on the Website, on the Saison à la Carte Web Site, and on the Application.

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 reduced 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, on the Saison à la Carte Web Site, on the Application or from a Ticket Machine. 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.

On the Saison à la carte Web Site Transport Tickets are sold giving access to the ski lifts one or two days per calendar week for the duration of the operating winter season of lifts. In the event of use of such a Transport Ticket for more than the allotted one or two days per week, the access to the ski lifts beyond the one or two days will be invoiced to the Customer at the adult public rate or the reduced rate for one Transport Ticket valid for one day and for either the Les Arcs area or the Paradiski area (depending on the price and the area covered by the chosen Transport Ticket). If the Transport Ticket is used less than one or two days a week, the unused day(s) cannot be carried forward.

Unless otherwise stated, the price of Activities includes the provision of the equipment necessary to take part in the Activities. However, it does not include the Travel Ticket required to take part in the Activity. Accordingly, if the person taking part in the Activity wishes to use a ski lift to enjoy the Activity, the Client must ensure that the participant holds a suitable Travel Ticket and, if necessary, purchase one in addition to reserving the Activity.

If the Client chooses to receive the microchip card associated with a Travel Ticket or entry to an Activity by post, they will be invoiced for postage costs of 2.50 € inclusive of all taxes for delivery to an address in metropolitan France or Corsica, and 4.00 € inclusive of all taxes in other cases.

## **ARTICLE 7. PAYMENT**

### **7.1. Currency**

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

## 7.2. 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 or digital form (Connect holiday cheques).
- On the Web Site: credit and debit cards (*Carte Bleue*, Visa, Mastercard, American Express), digital ANCV holiday cheques (Connect holiday cheques).
- On the saison à la carte Web Site: credit and debit cards (*Carte Bleue*, Visa, Mastercard)
- 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 last case, payment may be made partly by credit or debit card and partly by digital ANCV holiday cheques).

## 7.3. Payment in instalments

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 without fees or in four instalments with fees if the following conditions are fulfilled:

- The total amount of their order is for a minimum of 250 € inclusive of all taxes in the case of payment in three instalments (with no fees applied), and of 400 € inclusive of all taxes (before the application of fees) in the case of payment in four instalments.
- The total amount of their order is less or equal to 5,000 € inclusive of all taxes.
- They place their order on the Web Site.
- They pay the full amount of their order by means of a credit or debit 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.

When ordering on the saison à la carte Web Site, the Client has the option of paying for their order in three instalments without charge if the total amount of his order is equal to or greater than 190 € including tax

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.

If the Client chooses to pay in four instalments, the price of the order including VAT is increased by a sum equal to 2.32% of this price if it is less than or equal to 4,000€ and by a sum equal to 1.17% of this price if it is greater than 4,000€. One quarter of the price plus the fee will be debited to the Client's card at the time of the order. The second quarter will be debited one month later to the card the number of which the Client supplied at the time of placing their order. The third quarter will be debited to the same card one month after the second quarter. The balance will be debited to the same card one month after the third quarter.

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 in the case of an order on the Internet Site, and via the PayZen platform in the case of an order on the Saison à la Carte WebSite.

Translated with [www.DeepL.com/Translator](http://www.DeepL.com/Translator) (free version)

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

The Travel Ticket remains the property of ADS until full payment has been made.

In the event of default on payment of any one of the instalments, the balance of the price of the Travel Ticket owed by the Client will become payable immediately.

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.

#### **7.4. Case of Travel Tickets sold on the Saison à la Carte Web Site**

In the event that a Travel ticket purchased on the Saison à la Carte Web site is used for more than one or two days per week, the amount corresponding to access to the ski lifts beyond one or two days is debited on the following Monday from the bank account whose details the Client provided when purchasing the Travel ticket.

### **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 printed bar code (in the case of a purchase in Sales Points only), of a QR code or microchip card on which it is printed.

Bar codes, 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 printed bar code or 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 saison à la carte Web Site, 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. If the Client already has such a card, the Travel Ticket is associated with this card when the order is placed. If the Client does not have such a card, they may request it to be sent by post or collect it from a sales point chosen at the time of their order or from a Ticket Machine. To do so, they must provide the number of their order.

If the Client has purchased a Travel Ticket on the App, the Travel Ticket is issued in the form of microchip card. If the Client already has such a card, the Travel Ticket is associated with this card when the order is placed. If the Client does not have such a card, they may request it to be sent by post or collect it from a sales point chosen at the time of their order or from an Automat. 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.

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

Recharging can only be carried out on the Web Site, on the saison à la carte 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 saison à la carte Web Site, on the Application or on Ticket Machines may be encoded on a reloadable card. By way of exception, Travel Tickets valid for persons aged 75 and over may only be recharged in Sales Points.

A Travel Ticket or entry ticket to an Activity may be linked to a rechargeable card no later than fifteen minutes before it becomes valid. By way of exception, an entry ticket to the «First Track» Activity may be linked to a rechargeable card no later than 3.00 pm on the day before the Activity begins.

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. The Client is thus invited not to encode a new Ticket on the card on which a «1/7» or «2/7» Ticket is already encoded, for example.

## **ARTICLE 10. PROOF OF PURCHASE**

A proof of purchase (hereinafter the «Proof of Purchase») is issued to the Client when they purchase a Travel Ticket or pay for an Activity. In the case of a purchase on the Web Site or on the saison à la carte 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 or on the Saison à la Carte Website, on the «My Orders».

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 11. 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 19](#) or make their request in a Sales Points.

The Client's request must include:

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

## **ARTICLE 12. 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 or entry ticket to an Activity was not used, 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 19](#). If the Travel Ticket or entry ticket to an Activity was purchased in a Sales Point, the Client may also notify ADS of the cancellation in a Sales Point.

The Client's request must include:

- The reference of their order.
- Their surname, forename and postal address and mobile phone number.
- The number of the microchip card on which the Travel Ticket or entry Ticket to an Activity is associated.
- 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 Travel Ticket or the access title will be credited to the credit or debit card used to pay for the Travel Ticket or the access title, 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 13. COMPENSATION**

The Client, the user of a Travel Ticket, the person entered for an Activity or the beneficiary of an Insurance may not benefit from any refund or exchange of the Travel Ticket, Activity or Insurance, nor any extension or postponement of their validity, even if the Travel Ticket has not been used or has only been partially used, if the person has not taken part in the Activity or has not activated the Insurance.

By way of exception, the Client may obtain a refund or the postponement of a Travel Ticket or an Activity under the conditions shown in articles 11 and 12, and benefit from compensation in the cases outlined below.

No compensation will be awarded before the end of the period of validity of the Travel Ticket or the due date of the Activity. The compensation will be paid within four months of the receipt of the Client's request and all the items necessary for the processing of the request.

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.

### **13.1. Interruption to the operation of the ski lifts for health reasons by decision of the public authorities**

In the event of closure by decision of the public authorities of all the ski lifts operated by ADS for one or more whole days for health reasons, the Client may request the refund of the Travel Ticket which they purchased from ADS or from one of their representatives, or the Activity which they reserved through ADS or one of their representatives (subject to the Activity necessitating the access to the ski lifts).

The amount of the refund is calculated pro rata to the days of closure resulting from the decision of the authorities during the period of validity of the Travel Ticket or the Activity.

To obtain a refund, the Client must submit a request to ADS at the contact details shown in article 19. This request must be accompanied by a Proof of Purchase and, in the case of the purchase of a Travel Ticket, a copy of the Travel Ticket.

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

#### ***13.2.1. If the Client has purchased a Travel Ticket valid for one day or less than one day***

The Client may obtain a partial refund of the Travel Ticket valid for one day or less than one day which they have purchased if the following conditions are met:

- They purchased the Travel Ticket on the Web Site, the App or from a Ticket Dispenser without having benefitted from any promotional offer whatsoever.
- ADS offers for the day during which the Travel Ticket is valid a reduced rate due to unfavourable weather or snow conditions.

The amount of the refund will be equal to the difference between the price of the Travel Ticket paid by the Client and the reduced price.

To obtain the partial refund of the Travel Ticket, the Client must submit a request to ADS at the contact details shown in article 19. This request must be accompanied by a copy of the Travel Ticket and the corresponding Proof of Purchase.

#### ***13.2.2. If the Client has purchased a Travel Ticket other than a Travel Ticket valid for one day, for the whole season or for non-consecutive days***

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

- They have purchased from ADS or from one of their representatives a Travel Ticket other than a Travel Ticket valid for one day, for the whole season or for non-consecutive days.
- The operation of more than 50 % of the ski lifts operated by ADS to which the Travel Ticket grants access is interrupted for more than four consecutive hours during the course of one day.

The client who has purchased a «1/7» or «2/7» Travel Ticket, for example, cannot therefore obtain compensation under this article.



The Client will have the choice between the following forms of compensation:

- The benefit of a new Travel Ticket of the same type as the Travel Ticket which they purchased, valid for a duration equal to the number of days during which the operation of the ski lifts was interrupted during the validity of the original Travel Ticket. This extension will come into effect the day after the original Travel Ticket expires or the first day on which the ski lifts resume operation whichever is later.
- Or the refund of a sum equal to a fraction of the price of the Travel Ticket. This sum is calculated pro-rata to the number of days of the interruption to the operation of the ski lifts during the period of validity of the Travel Ticket as a proportion of the number of days of validity of the Travel Ticket (e.g. : the Client having purchased a Travel Ticket valid for six days will be refunded a sum equal to 50 % of the price of that Travel Ticket in the event of the operation of the ski lifts being interrupted for three days during the validity of the Travel Ticket).
- Or a credit, the amount of which is calculated as above. This credit is non-transferable and is valid until the end of the winter season of the operation of the ski lifts by ADS following that during the course of which the operation of the ski lifts was interrupted.

To obtain compensation, the Client must submit a request in a Sales Point or to the address shown in article 19. This request must be accompanied by the Proof of Purchase and a copy of the Travel Ticket.

### **13.3. Cancellation of an Activity by ADS**

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 up to:

- The preferential price of the Activity if it is included in a «Pass Essentiel» Travel Ticket.
- A sum equal to 60 % of the public price of the Activity if it is included in a «Pass Premium» Travel Ticket.
- The price paid for the Activity in all other cases.

To obtain the postponement of the Activity, the Client must show their Proof of Purchase in a Sales Point or contact the ADS customer service department by e-mail at the following address: [contact.ads@compagniedesalpes.fr](mailto:contact.ads@compagniedesalpes.fr).

To obtain a refund for their reservation, the Client must submit a request to ADS at the contact details shown in article 19. This request must be accompanied by a Proof of Purchase and bank details (*relevé d'identité bancaire*).

## **ARTICLE 14. 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 Saison à la Carte Web Site, on the Application or from a Ticket Machine.

Subscription to Insurance is subject to the provisions relating to the right to decline in the case of multiple insurance provided for by the French insurance code. The means of exercising this right are outlined on the web site <https://www.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](mailto:support@getalma.eu).

## **ARTICLE 15. 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 or the beneficiary of the insurance was purchased.

## **ARTICLE 16. PERSONAL DATA**

### **16.1. Purpose and basis of the processing of personal data**

The personal data collected at the time of a purchase of a Travel Ticket of the reservation of an Activity are processed in order to:

- Process the order. This processing is necessary to fulfil the contract between ADS and the Client.
- Send the Client promotional offers, information letters, invitations to enter games and competitions and satisfaction surveys. The basis of the processing in respect of messages sent by ADS is the latter's legitimate interest in developing its activities and in the case of messages sent by ADS's partners (Bourg-Saint-Maurice/Les Arcs Tourist Office, business partners, companies affiliated to ADS), the Client's consent expressed by ticking the box provided for this purpose on the Web Site, on the Saison à la Carte Web Site.
- Respond to Clients' requests for information, comments and complaints. This processing is based on the Client's consent.

### **16.2. Responsible for processing**

The processing mentioned above is carried out under the responsibility of ADS, represented by their Managing Director whose contact details are shown in [article 1](#).

### **16.3. Recipient of personal data**

The data collected are destined for

- ADS.
- The Alma company in the case of payment for an order in several instalments.
- Providers whose involvement is necessary to carry out the above-mentioned processing.
- If the Client gives their consent, for ADS's partners (Bourg-Saint-Maurice Tourist Office, business partners, companies associated affiliated to ADS).

These data may be transferred to a country which is not a member of the European Union. The Client may obtain information about this transfer and the safeguards applying to it at ADS.

### **16.4. Periods for which the data are retained**

The data collected are retained for the following periods:

- Data used to process an order:
  - o If the order is not placed electronically, for five years from the time of their collection.
  - o If the order is placed electronically, for five years from their collection if the amount of the order is less than 120 €, for ten years from their collection if the amount of the order is equal to or greater than 120 €.

However, the number and expiry date of the credit or debit card are retained for fifteen months from the date of the last debit for the purposes of proof in case of the transaction being contested. The cryptogram is not retained after the transaction.

However, the photograph is retained for three years from its collection to facilitate the reissue of the Travel Ticket, subject to the Client's consent.

- Data used to send the Client promotional offers, information letters, invitations to take part in games and competitions or satisfaction enquiries: for three years from their collection, renewable on every significant interaction between the Client and ADS (new order, information request, etc.).
- Data used to respond to requests for information, comments and complaints from the Client: for the time necessary to process the requests, comments and complaints.
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## **16.5. Rights of persons whose data is processed**

The person whose data is processed may access data concerning them, have them corrected or deleted, transfer them or have them transferred to a third party, limit or object to the processing. They can also withdraw their consent to the processing of their data, although the withdrawal of consent does not affect the legality of the processing carried out prior to the withdrawal of consent. To exercise these rights, they must submit a request to ADS's data protection delegate at the contact details shown in [article 19](#).

ADS will comply with this request subject to compliance with the obligations imposed on them. To protect personal data, ADS reserves the option to request proof of identity from the person before responding to this request.

Lastly, the person whose data are treated may lodge a complaint with the *Commission Nationale de l'Informatique et des Libertés* (CNIL) (National Commission for digitally held data and freedom of information) if they believe that their rights are being infringed. The contact details for the CNIL 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 – Web Site: <https://www.cnil.fr/fr/plaintes>.

Furthermore, the person whose data are processed may add their name free of charge to the list of persons not wishing to receive unsolicited marketing calls on the web site <https://www.bloctel.gouv.fr>.

## **ARTICLE 17. 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 19](#).

## **ARTICLE 18. MONITORING AN ORDER**

The Client may obtain information on an order placed on the Web Site, on the Saison à la Carte 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](mailto:contact.ads@compagniedesalpes.fr).
- By via the web site <https://www.ticketoski.fr/fr/clientads>.
- Or in his personal account on the Web Site or on the Saison à la Carte Website, on the page: "My orders".

## **ARTICLE 19. 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](mailto:ads.privacy@compagniedesalpes.fr).

The Client may submit any other request or complaint, within the two months following the event giving rise to their complaint:

- 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>.

## **ARTICLE 20. 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 AFEPEME Consumers' Mediator, in accordance with the terms established on the web site <https://mediateur-consommation-afepame.fr>, in the case of a dispute concerning payment in several instalments.
- For all other matters 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](mailto: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 21. ENTRY INTO FORCE OF THE SALES CONDITIONS**

The Sales Conditions enter into force on 20<sup>th</sup> december 2022.

## **ARTICLE 22. ALTERATION OF THE SALES CONDITIONS**

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

## **ARTICLE 23. 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 24. APPLICABLE LAW**

The Sales Conditions are regulated by French law.