

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 summer 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 summer season.

In purchasing a Travel Ticket or reserving an Activity, the Client accepts the Sales Conditions without reservation.

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 fourteen Travel Tickets per order on the Web Site or from a Ticket Machine.

In the case of orders 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, 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 or chooses to order without creating a personal account and enters their e-mail address;
4. Provides the necessary information to personalise the Travel Tickets and entry tickets to Activities;
5. Validates 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. 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 cumutable 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 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 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).

6.3. Payment in instalments

When ordering on the Web Site, the Client has the option of paying for their order 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 than 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 issued by a banking establishment established within the European Union and valid until the final instalment of their order.

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, 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

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 13](#). They must then pay for their order in full.

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

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

ARTICLE 7. 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 Application, the Proof of Purchase is the email confirming the order.

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.

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.

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

The microchip card on which a Travel Ticket or entry ticket to an Activity is encoded can be recharged several times. A new Travel Ticket or new entry ticket to an Activity may thus be encoded on this card, except for Travel Tickets valid for the whole summer season.

Recharging can only be carried out on the Web Site or on the Application, only Travel Tickets offered on the Web Site or on the Application may be encoded on the card.

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

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 6.3](#), by directly signalling their decision by e-mail to the following address: support@getalma.eu.

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.

ARTICLE 15. PERSONAL DATA

15.1. 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.
- Respond to Clients' requests for information, comments, and complaints. This processing is based on the Client's consent.

15.2. 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](#).

15.3. Recipient of personal data

The data collected are destined for ADS, providers whose involvement is necessary to carry out the above-mentioned processing and, 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.

15.4. 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.

15.5. 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 18](#).

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 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:

- Either 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;
- Or via the web site <https://www.ticketoski.fr/fr/clientads>.

ARTICLE 18. REQUESTS AND COMPLAINTS

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

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

- Or via the web site <https://www.ticketoski.fr/fr/clientads>.

The Client may submit any request or complaint concerning the payment in several instalments via the website : <https://support.getalma.eu>.

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

- Either 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 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 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) 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 1st June 2023.

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.