

## TERMS AND CONDITIONS OF SALE PRE-SEASON AND WINTER SEASON

These general terms and conditions of sale (hereafter referred to as "Terms and Conditions of Sale") preside over all relationships between the Société des Téléphériques de Val d'Isère (hereafter referred to as «STVI»), ski lift operator for Val d'Isère ski area, and all users (hereafter referred to as the «Customer»), who:

- Buy a Skipass from the STVI or one of its representatives, allowing them to use one or several STVI-operated ski lifts during the pre-season and winter season (hereafter referred to as the «Skipass»); or
- Buy goods (hereafter referred to as the «Product») from the STVI; or
- Take out an insurance policy (hereafter referred to as the «Insurance») through the STVI, which is linked to a Skipass.

The purchase of a Skipass, Product or Insurance implies that the Customer accepts these Terms and Conditions of Sale.

### ARTICLE 1. INFORMATION RELATING TO THE STVI

The STVI is a simplified joint stock company under French law with a capital of €2,737,800,00, registered on the Chambéry company trade register as number 380 241 513, with the following intra-community VAT number: FR 89 380 241 513.

Its contact details are as follows:

- Head office: Gare centrale, 73150 Val d'Isère, France;
- Tel: +33 (0)4 79 06 00 35 ;
- Email: [stvi@compagniedesalpes.fr](mailto:stvi@compagniedesalpes.fr).

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

It is registered with Orias as an intermediary insurance agent under the number 18001212.

### ARTICLE 2. SKIPASSES, PRODUCTS AND INSURANCE

The list and description of Skipasses, Products and Insurance are displayed at the STVI Skipass sales outlets (hereafter referred to as «Sales Outlets»), online at <https://www.valdisere.ski> (hereafter referred to as «Website»), on the «Val d'Isère Ski» application (hereafter referred to as the «Application») and, excluding Products, close to, or on the STVI Skipass vending machines (hereafter referred to as «Vending machines»). Insurance information is also available online at <https://www.carreneige.com>.

The Skipasses and Insurance are only valid for all or part of the season in which they have been ordered. The pre-season and winter season are considered as one season.

Unless stated otherwise, the Skipasses of more than one day are valid on consecutive days.

Insurance can be taken out when the Skipass is purchased, or at any time during the Skipass validity period. If the Insurance is taken out after the Skipass purchase, it can only be done at one of the Sales Outlets. Furthermore, the insurance cover only takes effect when it has been taken out and cannot be used retroactively.

### ARTICLE 3. SALES OUTLETS

Skipasses can be purchased at the Sales Outlets. Some Skipasses can be purchased on the Website, from the Application and from some Vending machines. Skipasses for the over 75s, or those with reduced mobility, can be purchased directly from the Sales Outlets.

Products can be purchased from the Sales Outlets only.

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

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

### ARTICLE 4. ORDERS

The Customer cannot order more than ten Skipasses at a time on the Website, from the Application or from a Skipass vending machine.

The Customer can finalise their Skipass order up until the first day of its validity.

However, if they choose to receive their microchip card, which is encoded with the Skipass, by post, as detailed in [article 8](#), the order must be confirmed and paid in full no later than the eighth day prior to the first day of validity of the Skipass for mainland France or Corsica, and no later than the fifteenth day for all other locations. Beyond these deadlines, the microchip card cannot be sent by post.

When ordering from the Website, or the Application, the Customer:

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

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

The sale is subject to payment, at the time the order is placed, of the total amount or, if the Customer has opted for payment in instalments, of the first instalment. In addition, whilst a Skipass option is valid until a specific date and time, the sale is subject to payment being finalised by that date and time, at the latest.

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

## **ARTICLE 5. PHOTOGRAPHS**

In the event of a season Skipass purchase, or when ordering a Skipass for a child below the age of 8 from the Website or application, the Customer must supply a recent photograph of the Skipass user. The photograph must be a recent head and shoulders shot, and the person must not be wearing tinted glasses or a head covering.

## **ARTICLE 6. PRICES**

Prices of Skipasses, Products and Insurance are available at the Skipass Sales Outlets, on the Website, on the Application, and on the Skipass vending machines (except for Products).

The STVI may offer reduced rated one day or half day Skipasses from the Sales Outlet in the event of bad weather or snow conditions that may have a significant effect on the opening of the ski lifts it operates.

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

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

If the Customer wishes to take advantage of discounted prices or free Skipasses, an original document stating that the Skipass user fulfils the conditions required to benefit from this price reduction or free Skipass must be presented at the Skipass Sales Outlet. The Customer must be able to present this document at any time during the Skipass validity period, whether the skipass was purchased from a Sales Outlet, Website, Application, or Vending machine.

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

A processing fee of €10 will be charged to the Customer for each Skipass issued at their request, valid every day of the season for a person aged under 8 or over 75.

Skipasses providing access to Val d'Isère's ski lifts two days a week are available to purchase from the Website during the entire winter season. Access to the ski lifts for more than two days is not possible with this kind of Skipass. To access the ski lifts for more than two days, the Customer must purchase an additional Skipass; only available at the Skipass Sales Outlets.

## **ARTICLE 7. PAYMENT**

### **7.1. Currency**

Payment for Skipasses, Products and Insurance may be made in Euros, or, at the Skipass Sales Outlet, on the Website or Application in other currencies using the DCC system (Dynamic Currency Conversion).

### **7.2. Methods of payment**

The following methods of payment are accepted:

- At the Skipass Sales Outlets: bank cards (Carte Bleue, Visa, Mastercard, American Express), in cash within the regulatory limits, and ANCV holiday vouchers and and ANCV digital holiday vouchers (Connect holiday vouchers)
- On the Website: bank cards (Carte Bleue, Visa, Mastercard, American Express),
- On the Application: bank cards (Carte Bleue, Visa, Mastercard, American Express)
- At the Skipass Vending machines: bank cards (Carte Bleue, Visa, Mastercard, American Express).

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

### **7.3. Payment in instalments (online only at [www.valdisere.ski](http://www.valdisere.ski))**

Orders must be paid for in full at the time they are placed.

However, the Customer can pay in three or four instalments, plus charges, if the following conditions are met:

- The total order amount is no less than 250€, inclusive of all taxes;
- The total order amount is less than 5,000€, inclusive of all taxes;
- The order is placed on the Website;
- A bank card issued by a bank in the European Union is used to pay for the whole order, and is valid until the payment of the final instalment.

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

If the Customer chooses to pay in three instalments, a third of the total price is debited from their card at the time the order is placed. The second instalment of one third of the total price is debited one month later from the same card. The balance is debited from the same card one month after the second payment.

If the Customer chooses to pay in four instalments, a quarter of the total price is debited from their card at the time the order is placed. The second instalment of one quarter of the total price is debited one month later from the same card. The third instalment of one quarter of the total price is debited one month after the second instalment. The balance is debited from the same card one month after the third payment.

To pay in several instalments, the Customer must choose the corresponding options during the order process and accept the general terms and conditions of service provided by Alma. The online payment is processed via the Alma secure payment platform.

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

The Customer can cancel the option to pay in instalments, as stated in the conditions detailed in [article 14.3](#), but the order must be paid in full.

If an order is cancelled in accordance with the General Terms and Conditions of Sale, access to the option to pay in instalments detailed in this article is cancelled, and any monies paid by the Customer are refunded.

Alma reserves the right to refuse the Customer access to the option to pay in instalments as stated in this article. The Customer must therefore pay the order in full.

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

Proof of purchase (hereafter referred to as «Proof of Purchase») is sent to the Customer when they purchase a Skipass or Product. If they purchase via the Website, or the Application, the order confirmation sent by email serves as Proof of Purchase. If they purchase at the desk, the Customer can refuse to receive the order confirmation by email; A receipt can be print.

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

## **ARTICLE 9. ISSUING THE SKIPASSES AND PRODUCTS**

Each Skipass is issued on a card, embedded with a microchip.

This card is provided free of charge with the purchase of a Skipass.

If the Customer purchased their Skipass from a Sales Outlet, the microchip card on which their Skipass is encoded will be issued to them at the Sales Outlet.

If the Skipass was purchased from the Website (except for recharging, as explained in [article 10](#)), the Customer can:

- Collect their card from a Vending machine or Sales Outlet as soon as their order is confirmed. Their order confirmation number or QR code will be required;
- Request for their card to be posted to their home address, as stated on their order. No postage charges are applied.

If the Skipass was purchased from the Application (except for recharging as explained in [article 10](#)), the Customer must collect their card from the Sales Outlet, with their order confirmation number. This can be done as soon as the order has been confirmed.

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

Products are available exclusively from the Sales Outlets.

#### **ARTICLE 10. RECHARGING SKIPASSES**

The microchip ski card, encoded with a Skipass number, is rechargeable once or several times. A new Skipass can be encoded onto the card. The card must be recharged no later than fifteen minutes before the Skipass validity period if it is recharged online or through a Skipass vending machine.

It can be recharged at a Sales outlet, on the Website, on the Application, or by using one of the Vending machines.

If a new Skipass is registered onto a card on which a valid Skipass is still encoded, the initial Skipass will be cancelled and may no longer be used. The Customer cannot claim any compensation at all. The Customer is invited to wait until the end of the Skipass validity period, which is encoded onto the ski card, before registering a new Skipass onto it.

#### **ARTICLE 11. MODIFICATION OF ORDERS**

The Customer can modify their Skipass and Insurance order if the following conditions are met:

- The order was placed on the Website or the Application;
- The modification involves a change of date or duration of the Skipass. If the Skipass was paid for, either partially or in full, with ANCV digital holiday vouchers, the modification can only be made to the validity period;
- The modification only regards the current season;
- The modification request is received by the STVI no later than twenty-four hours before the start of the Skipass validity period;
- The Skipass has not been used at all, even after the modification request was sent.

The Customer must go to one of the Sales Outlets or send their modification request:

- By email to the following address: [contact@valdisere.ski](mailto:contact@valdisere.ski) ;
- By post to the following address: STVI, Service vente en ligne, Gare centrale des téléphériques, 73150 Val d'Isère, France.

They must state their order reference number as noted on the Proof of Purchase.

If the order modification results in an increase in the price of the Skipass, the modification will only be valid when the Customer has paid the price supplement. If the order modification results in a decrease in the price of the Skipass, the Customer will receive a credit note for the difference in price. This credit note can be used for any purchase with the STVI, made until the end of the winter season following the season in which the credit note was given.

## **ARTICLE 12. ORDER CANCELLATION**

The Customer can cancel a Skipass order, and Insurance order, if the following conditions are met:

- The order was made on the Website or on the Application;
- The cancellation request is received by the STVI no later than twenty-four hours before the start of the Skipass validity period;
- The Skipass has not been used at all, even after the cancellation request was sent.

The Customer must send their cancellation request:

- By clicking on the tab provided for this purpose in their account on the Website;
- By email to the following address: [contact@valdisere.ski](mailto:contact@valdisere.ski) ;
- By post to the following address: STVI, Service vente en ligne, Gare centrale des téléphériques, 73150 Val d'Isère, France.

The request must include the order confirmation number as stated on the Proof of Purchase. If the order was partially or fully paid for with ANCV digital vouchers, and if the Customer opts for a refund, they must provide their bank account details.

If the aforementioned conditions are met, the STVI will cancel the Skipass and Insurance (if Insurance was taken out). The customer can choose from the following:

- The STVI refunds the Customer the amount they paid, excluding any potential delivery charges. Unless the Customer requests otherwise, if the order was fully or partially paid by bank card, the STVI will recredit the amount paid back to that card. If the order was fully or partially paid by ANCV digital holiday voucher, the amount paid will be transferred to the Customer's bank account; any additional amount paid by bank card will be recredited to that card. The refund is based on the price of the order in Euros; any currency difference between the order date and the refund date is the Customer's responsibility;
- The STVI provides the Customer with a credit note corresponding to the total amount of the order (excluding any potential delivery charges), within 15 days of the cancellation request. This credit note can be used exclusively to make future Skipass, Product or Insurance purchases on the Website. It is valid until the end of the winter season following the season in which the credit note was given.

If the Customer cancels their order via their account, and if this order was paid for in full by bank card, the price paid by the Customer will automatically be refunded.

If the Customer would like a new Skipass, they need to carry out their purchase in accordance with the Terms and Conditions of Sales. They can use the same microchip card on which the cancelled Skipass was encoded.

## **ARTICLE 13. REFUNDS**

The Customer, Skipass user, or Insurance policy holder are not entitled to any exchange or refund, whether total or partial. No extension or postponement to their Skipass, or Insurance, even if it has not been used, or only partially used, will be allowed.

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

No refund will be provided before the end of the Skipass validity period. Any potential refund will be made in the two months following the Customer's request and all the necessary information required.

No refund will be made if the Customer did not purchase their Skipass from the STVI. If this is the case, the Customer must contact the person whom they purchased the Skipass from.

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

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

In the event of a health crisis leading to an administrative decision to close all the STVI-operated ski lifts for one day or more, the Customer can request a refund of their Skipass from the STVI or their representatives.

The amount of the refund will be calculated on a pro rata basis to the number of days the ski area is closed by administrative decision during their Skipass validity period. Insurance and any postal charges will not be refunded.

To obtain a refund, the Customer must send their request, Proof of Purchase, and a copy of their Skipass to the STVI at the address stated in [article 20](#).

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

#### **13.2.1. If the Customer is the holder of a half day or one day Skipass**

The Customer can request partial compensation of their half day or one day Skipass if the following conditions are met:

- If the Customer paid the full public price for their Skipass;
- If the STVI offered a discounted rate on the day this Skipass was valid due to unfavourable weather or snow conditions.

The refunded amount is equal to the difference between the Skipass price paid by the Customer (excluding any potential delivery charges) and the discounted price.

To obtain the partial Skipass refund, the Customer must send their request to the STVI at the address indicated in [article 20](#). This request must be accompanied by a copy of the Skipass and the corresponding Proof of Purchase.

#### **13.2.2. If the Customer is the holder of any Skipass other than a one day, non-consecutive day or season pass**

##### **13.2.2.1. Interruption of ski lift operation during the *PRE-SEASON* period**

In the event of interruption of ski lift operation for reasons other than health decisions made by the public authorities during the **PRE-SEASON** period (from the first day the Val d'Isère ski area ski lifts are open until the day before the start of the Christmas school holidays (mainland France school holiday dates)), the Customer can obtain compensation if the following conditions are met:

- If they purchased a Skipass from the STVI, other than a half day, one day, non-consecutive day or season pass ) «season», «2/7 season», etc.);
- If at least 75% of the STVI-operated ski lifts are closed (please refer to the Vertical Transport Feet per Hour on display at the sales outlets);

- The cumulated closing time of each ski lift is more than four hours.

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

- A new Skipass, valid from the end of the validity period of the initial Skipass, or from the first day the ski lifts operate again, if that date is later. This new Skipass is valid for the same number of days that the ski lifts were not operating for more than four hours during the validity period of the initial Skipass;
- A refund equal to the daily price of the Skipass multiplied by the number of days the ski lift operation was interrupted for more than four hours during the Skipass validity period. The daily price of the Skipass corresponds to the public price of the Skipass on the day the ski lift operation was interrupted for the ski area(s) to which the Skipass provides access, and for the Skipass holder's customer category (adult, child or senior). Any potential delivery charges are not refunded;
- A credit voucher which is calculated as shown below. This credit voucher is non-transferable and valid until the end of the winter season following the current season.

To obtain this compensation, the Customer must present their original Skipass and corresponding Proof of Purchase to the Sales Outlet if they wish to extend their Skipass. If not, they must send a request to the STVI via the website <https://www.ticketoski.fr/fr/val-d-isere>. This request must be accompanied by the Proof of Purchase and a copy of the Skipass.

#### 13.2.2.2. Interruption of ski lift operation during **WINTER**

In the event of interruption of ski lift operation for reasons other than health decisions made by the public authorities during the **WINTER** period (from the first day the Val d'Isère ski area ski lifts are open until the day before the start of the Christmas school holidays (mainland France school holiday dates)), the Customer can obtain compensation if the following conditions are met:

- If they purchased a Skipass from the STVI, other than a half day, one day, non-consecutive day or season pass ( «season», «2/7 season», etc.);
- The Tignes-Val d'Isère connection is closed;
- At least two of the following ski lifts are closed: la Solaise gondola lift, the Funicular, la Daille gondola lift, the Olympique cable car and le Fornet cable car (hereafter referred to as «Structural Ski Lifts»);
- The Tignes-Val d'Isère connection and each Structural Ski Lift is closed for four consecutive hours or more on the same day.

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

- A new Skipass, valid from the end of the validity period of the initial Skipass, or from the first day the ski lifts operate again, if that date is later. This new Skipass is valid for the same number of days that the ski lifts were not operating for more than four hours during the validity period of the initial Skipass;
- A refund amounting to:
  - o 40% of the Skipass daily price in the event that two Structural Ski Lifts are closed for more than four consecutive hours;
  - o 60% of the Skipass daily price in the event that three or four Structural Ski Lifts are closed for more than four consecutive hours;
  - o 100% of the Skipass daily price in the event that five Structural Ski Lifts are closed for more than four consecutive hours;
- The daily price of the Skipass corresponds to the public price of the Skipass on the day the ski lift operation was interrupted for the ski area(s) to which the Skipass provides access, and for the Skipass holder's customer category (adult, child or senior).



As an example, the amounts refunded are the following for an adult Skipass providing access to the Val d'Isère and Tignes ski areas:

TYPE OF SKIPASS	PURCHASE PRICE	VALUE OF THE DAY PURCHASED	REFUND PERCENTAGE AND AMOUNT		
			1 day interruption of the 5 structural ski lifts	1 day interruption of 3 or 4 structural ski lifts	1 day interruption of 2 structural ski lifts
2 DAYS	142.00 €	71.00 €	100% = 71,00€	60% = 42,50€	40% = 28,50€
6 DAYS = 7	426.00 €	71.00 €	100% = 71,00€	60% = 42,50€	40% = 28,50€
12 DAYS = 14	852.00 €	71.00 €	100% = 71,00€	60% = 42,50€	40% = 28,50€

- A credit voucher which is calculated as above. This credit voucher is non-transferable and valid until the end of the winter season after the one in which the ski lift operation was interrupted.

To obtain the compensation, if they wish to extend the validity of their Skipass, the Customer must present their original Skipass and Proof of Purchase to the Sales Outlets. For all other cases, the Customer must send a request to the STVI via the website <https://www.ticketoski.fr/fr/val-d-isere>. Proof of Purchase and a copy of the Skipass must be sent with the request.

## ARTICLE 14. RIGHT TO WITHDRAWAL

### 14.1. Skipass purchase

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

### 14.2. Insurance

If the Customer has taken out Insurance, the Customer is entitled to:

- The right of withdrawal as stated in article L.112-2-1, II, of the French Insurance Code up until fourteen days after the Insurance was taken out, as long as it was not for the Customer's professional use, if the Insurance validity period is at least one month, and if the Insurance policy was not taken out with the Customer's authorisation;
- The right of withdrawal as stated in article L.112-10 of the French Insurance Code up until thirty days after the Insurance was taken out, as long as it was not for the Customer's professional use, if the Insurance policy was not taken out with the Customer's authorisation, and if no claim has been made;

Terms and conditions about exercising this right can be found on the following website <https://www.carreneige.com>.

### 14.3. Payment in instalments

The Customer has a period of fourteen calendar days from the order date to cancel the option to pay in instalments detailed in [article 7.3](#), by sending an email notification to: [support@getalma.eu](mailto:support@getalma.eu).

## ARTICLE 15. PRODUCT GUARANTEE

The STVI is subject to Product conformity and compliance as detailed in articles L. 211-4 et al from the French Consumer Protection Code, as well as hidden Product defects in the terms and conditions detailed in articles 1641 et al from the French civil code.

The Customer has two years from the moment it receives the Product to enforce its legal guarantee. The Customer may choose to have the Product repaired or replaced, subject to any charges detailed in article L. 211-9 of the French Consumer Code. The Customer must return the Product to show its lack of conformity.

The legal guarantee of conformity is separate to the commercial guarantee that may have been taken out.

The Customer can choose to activate the guarantee to cover the Product's hidden defects in accordance with article 1641 of the French civil code. If they choose to do so, they can either cancel the sale, or accept a price reduction in accordance with article 1644 of the French civil code.

## ARTICLE 16. RESPONSIBILITY

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

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

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

STVI declines all responsibility in the event that the Customer cannot complete an order on the Website, on the Application or on a vending machine before a given deadline, due for example to the inaccessibility or malfunctioning of the Website, the Application or the vending machine, the inaccessibility or malfunctioning of the payment system, or the failure of the Customer's bank to authorise payment.

## ARTICLE 17. PERSONAL DATA

### 17.1. The purpose of processing personal data

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

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

### 17.2. Management of data processing

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

### 17.3. Recipients of personal data

The data collected is for the attention of:

- The STVI;
- ALMA in the event of payment in instalments;
- To the service providers whose involvement is needed to carry out the aforementioned processing;
- STVI's partners (Val d'Isère Tourist Office, commercial partners, STVI affiliates..) with the Customer's consent.

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

### 17.4. Conservation periods of personal data

The data collected is stored for the following durations:

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

### 17.5. Data processing rights

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

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

To exercise these rights, the Customer must send a request to the STVI's data protection representative at the address indicated in [article 20](#).

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

Finally, the Customer may file a complaint with the Commission Nationale de l'Informatique et des Libertés (CNIL – French data protection authority) if they feel their rights have been breached. The CNIL contact details are as follows: CNIL, 3 place de Fontenoy, TSA 80715, 75334 Paris Cedex 07, France – Tel: +33 (0)1 53 73 22 22 – Fax: +33 (0)1 53 73 22 00 – Website: <https://www.cnil.fr/fr/plaintes>.

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

#### **ARTICLE 18. TERMS AND CONDITIONS OF SALE AND ORDER SUMMARY**

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

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

The Customer can send a request for this information to the STVI at the address indicated in [article 20](#).

#### **ARTICLE 19. ORDER TRACKING**

In the event of the purchase of a Skipass on the Website or Application, the Customer can obtain additional information about their order:

- By email at the following address: [contact@valdisere.ski](mailto:contact@valdisere.ski) ;
- By post at the following address: STVI, Service vente en ligne, Gare centrale des téléphériques, 73150 Val d'Isère, France.

#### **ARTICLE 20. APPLICATIONS AND COMPLAINTS**

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

- By post to the following address: STVI, Protection des données personnelles, Gare centrale des téléphériques, 73150 Val d'Isère, France;
- By email to the following address: [privacy.valdisereatelepheriques@compagniedesalpes.fr](mailto:privacy.valdisereatelepheriques@compagniedesalpes.fr).

The Customer can send any applications or complaints regarding payment in instalments by email to Alma at the following address: <https://support.getalma.eu>.

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

- Online at <https://www.ticketoski.fr/fr/val-d-isere>;
- Or, by post to the following address: STVI, Service relations clientèle, Gare centrale des téléphériques, 73150 Val d'Isère, France.

If the complaint relates to the non-conformity of a Ticket issued by STVI with the Client's order, it must be made to STVI before the first use of this Ticket. If the complaint has another purpose, it must reach STVI within two months of the occurrence of the event giving rise to the complaint.

Notwithstanding, if the claim relates to damaged equipment (e.g. stained clothing, damaged skis), the claim must be sent to STVI via the website <https://www.ticketoski.fr/fr/val-d-isere> on the day of the event alleged to have caused the damage. The User must enclose a copy of their Skipass with their claim, as well as the document issued by the sector manager or STVI staff certifying that the equipment has been damaged. They must also provide STVI with the purchase invoice for the damaged equipment. If these documents are not provided, STVI will not be able to respond favourably to the claim. If STVI compensates the User, the amount of compensation will be established according to the general condition of the equipment (age, wear and tear, etc.). The criteria taken into consideration by STVI to set the amount of compensation are available on request by the User.

If the Client wishes to implement the Insurance he has taken out, he must contact Carré Neige. STVI is not authorised to deal with this request.

## **ARTICLE 21. SETTLEMENT OF DISPUTES**

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

The Customer has a right to a process of mediation:

- With the AFEPAME Consumer Mediator, according to the conditions detailed on the website <https://mediateur-consommation-afepame.fr>, in the event of a dispute regarding payment instalments; For other matters, they can contact the Tourism and Travel Mediator ((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) according to the conditions detailed on the website <https://www.mtv.travel>, within one year of the date of the written complaint sent to the STVI.

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

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

## **ARTICLE 22. TERMS AND CONDITIONS OF SALE IMPLEMENTATION DATE**

The Terms and Conditions of Sale are applicable from 1st October 2024.

## **ARTICLE 23. CHANGES TO THESE TERMS AND CONDITIONS OF SALE**

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

## **ARTICLE 24. TRANSLATION OF THESE TERMS AND CONDITIONS OF USE**

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

## **ARTICLE 25. APPLICABLE LAW**

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