

GENERAL TERMS AND CONDITIONS OF SALE FOR SKI LIFT PASSES

COMPANY DEUX ALPES LOISIRS

Limited company with capital of € 8,899,133.96
Grenoble Company Trade Register (RCS) no. 064 501 406
Registered office: Immeuble Le Meijotel – 38 860 DEUX ALPES
Intra-community VAT no. : FR 94 064 501 406
Tel. no.: +33 (0) 4.76.79.75.01
Email: skipass.DAL@compagniedesalpes.fr
Using the DEUX ALPES ski area,

Insured for professional indemnity, under the conditions provided for in Article L220-1 of the Insurance Code, through Allianz Opérations Entreprises-7, Place du Dôme-TSA 21017-92 099 La Défense Cedex.

Hereinafter referred to as the “Operator”.

ARTICLE 1. GENERAL INFORMATION

The present general terms and conditions apply to all ski lift Passes (hereinafter referred to as the “Pass(es)”) issued by the Operator which allow access to the 2 Alpes ski area.

The present general terms and conditions are applicable from **October 1st, 2018** and valid exclusively on the winter season. The conditions of sale of Pass valid for the summer season are defined in a separate document.

Should one of the provisions of these terms and conditions not be met, it will be considered as being governed by the current practices in force in the ski lift sector and for companies with their registered office in France.

The purchase of a Pass implies the Person (hereinafter referred to as the “User”) is aware of and accepts all the present general terms and conditions, without prejudice to the usual forms of recourse.

The Customer shall be responsible for informing himself regarding the categories of passes and the tariffs offered and for choosing the most suitable. The Operator shall not be held liable for the choice of the Customer.

The Pass will be issued on a physical medium (card) which states its “Ski-Card number”. The **Pass** is made up of a **physical medium** on which a **pass** is encoded, and a **proof of sale**.

The duration of the Pass shall be understood in “consecutive days”.

The Operator also offers to the Customer an insurance contract "Assur'Gliss" in addition to the purchase of the Pass. This contract is subject to the insurance conditions made available at the points of sale or available for download or download directly from the website www.assurglisse.com or from the hypertext link on the Website of the Operator ([www. skipass-2alpes.com](http://www.skipass-2alpes.com)).

ATTENTION:

Every **Pass** issued shall result in the delivery of a **proof of sales** upon which the area and **Pass** category (adult, child etc.), its validity period, its Ski-card number and any possible insurance subscription are mentioned.

This **proof of sale** must be retained by the Customer who must present it to the Operator in the event of inspection as well as in support of any request (e.g. loss or theft of a Pass, an emergency, interchangeability, a complaint etc).

ARTICLE 2. PASS PHYSICAL MEDIUM

All rechargeable physical medium issued by the Operator called "Ski-card", and in good working order, can be recharged by the Customers in the physical sales points of the Operator, on www.skipass-2alpes.com, or on the Touch app accessible from tablets IPM and Kaffein kiosks made available in some point of sale.

If the Customer does not have support, its Pass is then encoded on a new rechargeable "Ski-card" support, with a unit value of two euros all taxes included (2 € VAT included). This support is non-refundable.

By way of exception, the Free Passes, "Day Pedestrian" Pass and "Round-Trip Ski Lift" Passes are issued on free disposable supports. No new pass can be registered until the pass originally entered on the support has been emptied. Otherwise, the initial pass will be irretrievably canceled, without the Client being able to claim any compensation.

ARTICLE 3. CUSTOMER PHOTOGRAPHS

The sale of "season" Passes, non-consecutive day Passes and "free" passes for persons aged under 5 years or 72 years and over are subject to the Customer presenting a recent form of photo ID which clearly shows his face without sunglasses or hat.

This photo will be kept by the Operator on the IT ticketing system for any possible reloading or reissuing of Passes, unless opposed by the Customer (see "Protection of Personal Data").

ARTICLE 4. TARIFFS & PAYMENT METHODS

4.1. Tariffs

The public tariffs for ski passes and ASSUR'GLISS insurance are displayed at the Operator's sales points and on the website www.skipass-2alpes.com. The tariff guides are also available at the sales points and in tourist offices.

These tariffs are shown in Euros including all taxes. The prices are established based on the current applicable taxes and are subject to change in the event of changes to such taxes.

Discounts or free passes are offered to different categories of people according to the conditions displayed in the sales points or on the website. These reductions and free passes are granted upon presentation of official ID documents which prove qualification for these tariffs. Photocopies of such documents will not be accepted. Discounts and free passes cannot be offered after purchase.

In all cases, the determination of the age of the Customer to be taken into account is the day of the beginning of validity of the Pass to be delivered.

In "Season" prices, for all "9 am to 12:30 am" passes, a deposit of 8.00 € per Adult or 5.90 € per Child or € 7.40 per Senior is required and must be paid by the customer when purchasing the Pass. This deposit will be refunded if the Customer carrying the pass comes to a Skipass office before 1:00 PM on the same day of purchase, in possession of the sales receipt and the Ski-card, which will be requested and retained by Deux Alpes Loisirs.

4.2. Payment methods

All Passes issued require payment of the corresponding tariff.

These payments are to be made in Euros either by cheque drawn on a French bank account made payable to the Operator, in cash within the limits of the regulatory ceilings (see articles L112-6 and D112-3 of the Monetary and Financial Code), a card accepted by the Operator or ANCV (French National Holiday Voucher Agency) holiday vouchers.

For payments by cheque a form of ID must be presented.

ARTICLE 5. USE OF TOUCH-PADS AND SKI BADGE VENDING MACHINES

Ski-badge machines allowing the purchase or the reloading of the Pass mentioned on these machines are made available to the Customers; payment can only be made by credit card via an automatic payment terminal. Only certain pass without photography and public tariff passes can be issued by these automatons

ARTICLE 6. INTERRUPTION OF SKI LIFT OPERATION

6.1. If the Customer selects a "half-day" or "day" Pass

The Customer can benefit from discounted prices on the "half-day" or "day" Pass, which are offered by the Operator in the event of bad weather or snow conditions which have a significant impact on the conditions for the opening of ski lifts. (= "bad weather" tariffs).

6.2. If the Customer selects a "2 days or more/consecutive days" Pass

Only an interruption of more than half-day and more than eighty percent (80%) of the ski lifts opened during the period during which the interruption occurs and to which the Pass gives access, and out of case force majeure, may give rise to compensation for damage suffered by the Customer holding a Title "Stay 2 days or more, on consecutive days".

In such an event, a compensation request form will be issued in one of the Operator's sales points or available on Internet on <http://www.ticketoski.fr/fr/deux-alpes>.

Only Passes which were directly acquired and paid for by Customers to the Operator can be compensated.

The compensation is determined based on the number of days during which the Customer was unable to use his Pass due to the interruption of service. In all cases, the last day taken into consideration will be the day the validity of the Pass concerned expires.

This compensation may take the following forms, at the Customer's choice (this choice is irrevocable and cannot be called into question for any reason) :

1. Immediate **extension** of the validity period for the Pass concerned by issuing a new Pass (which shall start from the day after expiry of the initial Pass, or from the first day of the resumption of service if it is later than this date) ;
2. Receipt of a **credit voucher** which can be used before the end of the winter season following that in progress (N+1). This **credit** is non-transferable and personal to the Customer and it shall allow the Customer to be issued the same type of Pass for an equal duration to the number of compensable days as defined above.
3. **Deferred repayment**, based on pro-rata of the number of days of interruption of the lifts. (For example: for a stop of more than 80% of the lifts as defined above for three (3) days, a Customer holding a Title six (6) days will be refunded 3 / 6th of the price purchase of its title).

Compensation cannot be granted before the expiry date of the Pass concerned.

The Customer cannot claim for a sum or benefit exceeding the chosen compensation.

The compensation request, accompanied by ID documents (original Pass, proof of sale and compensation request form mentioning the method of compensation desired), must be provided or sent to the Operator, according the methods defined in Article 8 below.

Compensation shall take place no later than two (2) months following the receipt of all documents relating to the request for compensation.

For Passes of less than 2 days, it shall be the Customer's responsibility to check the weather conditions for the day before purchase in all cases. No compensation will be offered.

ARTICLE 7. REIMBURSEMENT

In the event that the Passes issued are not used or fully consumed, they will not be reimbursed or exchanged, except in the event provided for in Article 6 above.

Non-consecutive day Passes must be consumed during the current season. After this they cannot be used and will not be reimbursed or extended.

It is possible to cover this type of risk with specific insurance which also covers rescue fees in the event of an accident on the ski slopes or ski lifts. All information regarding this is available from the sales points.

ARTICLE 8. COMPLAINTS

Any complaint must be sent to the Operator within four (4) months following the occurrence of the event giving rise to the said claim, without prejudice to the legal ways and time for using mediation or bringing an action in justice under the conditions set out in Article 11.

Any claim must be filed:

- at the Caisse Centrale Sales Point or,
- sent to the following address:

SOCIETE DEUX ALPES LOISIRS

Service Clients

BP 11-Immueuble Le Meijotel

Or post on <http://www.ticketoski.fr/fr/deux-alpes>

ARTICLE 9. INTELLECTUAL PROPERTY

The Customer will acquire no ownership or user rights and cannot use the names, signs, symbols, logos, brands, copyright or other literary, artistic or industrial rights of the Operator.

ARTICLE 10. PROTECTION OF PERSONAL DATA

The personal data collected on this website is subject to a data processing aimed at

- Treating your order. This treatment is necessary for the execution of the contract that you conclude with Deux Alpes Loisirs;
- Creating and managing your personal account in which you can memorize your activities. This treatment is based on your consent.
- Processing your application for membership in the Owner Partnership Program. This treatment is based on voting consent;
- making you benefit from the advantages offered under the Owner Partnership program (discounts, prices, merchant benefits, etc.). This treatment is based on your consent;
- Sending you promotional offers, newsletters, and satisfaction surveys.

This treatment is based on :

- Concerning the messages sent by Deux Alpes Loisirs, on the legitimate interest of the latter to develop its activities, or on your consent.
- Concerning the messages sent by the Tourist Office of Les 2 Alpes, on your consent;
- Responding to inquiries, comments and complaints that you send us. This treatment is based on your consent;
- Answering your requests by "chat". This treatment is based on your consent;

Information field marked with an asterisk is required to allow the company Deux Alpes Loisirs to process the treatments mentioned above. The information of the other fields is optional.

The processing is carried out under the responsibility of Deux Alpes Loisirs, represented by Frédéric MARION, acting as Chief Executive Officer, whose details are indicated in the legal notices.

The collected data are intended for:

- Deux Alpes Loisirs and its affiliated companies;
- All providers whose intervention is necessary to carry out the treatments mentioned above;
- The Tourist Office of Les 2 Alpes if you have consented.

These data may be transferred to a country that is not a member of the European Union. You can obtain further information on these transfers and the guarantees that apply to them with Deux Alpes Loisirs.

The collected data are stored for or the following periods:

- Data collected to process your orders for products and services: for five years from collection if the amount of the order is less than 120 €, for ten years if the amount of the order is equal to or greater than 120 €. As an exception, the number and the expiry date of your credit card are kept:

In any event, for 15 months after the last debit date for evidentiary purposes in the event of dispute of the transaction.

The cryptogram is not retained beyond the transaction;

- Data collected to create and manage your personal account: until the deletion of your personal account (the deletion of account implies the deletion of the sub-contacts related to this account);
- Data collected to process your Owner Partnership program membership: until your membership is terminated if we accept your application; during the time necessary to process your request in case of rejection of this request;
- Data collected to allow you to benefit from the advantages offered under the Owner Partnership program: until the termination of your program membership;

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- Data collected to send you newsletters, satisfaction surveys and promotional offers: for 3 years from their collection. At the end of this period, this data will be kept for another 3 years if you agree to continue receiving newsletters, satisfaction surveys and promotional offers from Deux Alpes Loisirs;

- Data collected to respond to inquiries, comments and complaints that you send us: during the duration of these requests, comments and claims;

- Data collected to answer your requests by "chat": until the end of your discussion by "chat";

You have the right to access your data, have it rectified or erased, transferred to or to transfer to a third party, restricted or denied treatment. The company Deux Alpes Loisirs will comply with your request subject to compliance with the legal obligations incumbent upon us.

You have the right to withdraw your consent to the processing of your data at any time. The withdrawal of your consent does not affect the lawfulness of the processing performed prior to such withdrawal.

You can implement these rights:

- by post to: Deux Alpes Loisirs – Service clients – Le Meijotel – 38860 Les Deux Alpes, France or
- by email to: dal-privacy@compagniedesalpes.fr

For reasons of confidentiality and to protect your personal data, The company Deux Alpes Loisirs must be able to verify your identity in order to respond to your request. To do this, you must enclose, in support of any request for the exercise the right mentioned above, a photocopy of an identity document stating your date and place of birth and bearing your signature in accordance with the provisions of the law n° 78-17 of 6 January 1978 known as the « Data Protection Act », article 92 of the Decree of 20 October 2005 for the application of that law, and Regulation (EU) 2016/679 dated 27 April 2016 on personal data protection and the free movement of such data.

Finally, you have the right to send a complaint to the CNIL if you think that your rights have not been respected. The contact details for the CNIL are as follows:

For the CNIL:

Commission Nationale de l'Informatique et des Libertés

3 Place de Fontenoy

TSA 80715

75334 Paris Cedex 07

France

Tel: +33 1 53 73 22 22

Fax: +33 1 53 73 22 00

<https://www.cnil.fr/fr/plaintes>

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ARTICLE 11. TRANSLATION – APPLICABLE LAW – SETTLEMENT OF DISPUTES

In the event that the present general terms and conditions being established in several languages, it is expressly understood that the French version of the present general terms and conditions shall be the only valid version. As a result and in the event of difficulties of interpretation/application of any of the provisions of the present general terms and conditions, the French version should be expressly and exclusively referred to.

The present general terms and conditions are subject to French law both for their interpretation and their implementation.

In accordance with Article L 211-3 of consumer regulations (Code de la Consommation), in the event of a dispute regarding validity, interpretation or application of these terms and conditions, the Customer has the right to a free conventional mediation procedure, or any other alternative means of resolving a dispute. We inform the Customer of their right to a mediation procedure conducted by the tourism and travel mediator (Médiateur du Tourisme et du Voyage: MTV Médiation Tourisme Voyage, BP 80 303, 75823 Paris

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Cedex 17) according to the conditions detailed on the site www.mtv.travel, within one (1) year of the date of the written complaint addressed to the Operator.

It can also use the European Dispute Settlement Platform, accessible on the internet at the following address: <https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=EN>.

In the absence of amicable settlement, the Customer may seize, either one of the jurisdictions territorially competent under the Code of Civil Procedure, or the jurisdiction of the place where he remained at the time of the conclusion of the contract or the occurrence of the harmful event (Article R. 631-3 of the Consumer Code).

COMPANY DEUX ALPES LOISIRS

Limited company with capital of €8,899,133.96

Grenoble Company Trade Register (RCS) no. 064 501 406

Registered office: Immeuble Le Meijotel – 38 860 DEUX ALPES

Intra-community VAT no. : FR 94 064 501 406

Tel. no.: +33 (0)4.76.79.75.01

Email: skipass.DAL@compagniedesalpes.fr

Using the DEUX ALPES ski area,

Insured for professional indemnity, under the conditions provided for in Article L220-1 of the Insurance Code, through Allianz Opérations Entreprises-7, Place du Dôme-TSA 21017-92 099 La Défense Cedex.

Hereinafter referred to as the “Operator”.

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The present general terms and conditions are applicable from **October 1st, 2018** and valid exclusively on the winter season. The conditions of sale of Pass valid for the summer season are defined in a separate document.

Should one of the provisions of these terms and conditions not be met, it will be considered as being governed by the current practices in force in the ski lift sector and for companies with their registered office in France.

The purchase of a Pass implies the Person (hereinafter referred to as the “User”) is aware of and accepts all the present general terms and conditions, without prejudice to the usual forms of recourse.

ATTENTION:

Every **Pass** issued shall result in the delivery of a **proof of sales** upon which the area and **Pass** category (adult, child etc.), its validity period, its Ski-card number and any possible insurance subscription are mentioned.

This **proof of sale** must be retained by the Customer who must present it to the Operator in the event of inspection as well as in support of any request (e.g. loss or theft of a Pass, an emergency, interchangeability, a complaint etc).

The Pass is strictly personal to the Customer and non-transferable, unless the Pass corresponds to the shortest duration on the price list. The User is therefore responsible for retaining his Pass in such a way that it cannot be used by a third party.

ARTICLE 2. PASS INSPECTION

Every Pass issued on a numbered physical medium (Ski-card) which can be used for a predetermined validity period and age category. The information written on the card regarding the validity of the Pass has no contractual value. Only the information contained on the microchip shall be binding.

All Passes allow free travel on ski lifts in the ski area during the validity period issued, without any priority of any kind.

The validity area of the Pass is defined on the slopes plan for the relevant winter or summer season and during the ski lift opening hours, displayed at the Operator’s sales points and/or at the ski lift exits, subject to meteorological and snow conditions.

The Pass (accompanied by the **proof of sale**) must be retained by the User during all journeys made via ski lift, from departure through to arrival, so that it can be detected by the automatic control system or be presented to any inspector duly appointed by the Operator.

If the Inspector finds a Customer unable to show a Pass, using an invalid Pass or disregarding the policy regulations displayed at the ski lift exits, they shall be subject to:

- Payment of a **lump sum** cancelling any court proceedings. This lump sum is equal to five (5) times the value of the daily pass, and administration fees if applicable, in accordance with the applicable regulation (Articles L342-14, R342-19 and R342-20 of the Tourism Code and Articles 529-3 et al. of the Code of Criminal Procedure).

- **Judicial proceedings.**

These inspectors may demand presentation of any documents justifying the tariff benefits granted to the User and Pass holder at a reduced or free tariff.

If the offender refuses to or is unable to justify his identity, the inspector shall immediately report this to any competent officer of the national police or the national gendarmerie who may then order the offender to present it immediately.

The inspectors may likewise immediately recover the Pass in view to return it to its true holder.

The personal data collected during a control of Passes are the subject of a treatment relating to the follow-up of the infringements recorded within the framework of the police of the terrestrial public services.

The treatment is carried out under the responsibility of the company DEUX ALPES LOISIRS, represented by Mr. Frédéric MARION, acting as General Director, whose information are indicated at the top of these.

The recipient of the collected data is the company DEUX ALPES LOISIRS.

You have the right to access your data, have it rectified or erased, transferred to or transferred to a third party, restricted or denied treatment. You can implement these rights by contacting the company DEUX ALPES LOISIRS, at the address listed above.

Finally, you have the right to submit a complaint to the CNIL if you consider that your rights are not respected. The coordinates of the CNIL are available on the website www.cnil.fr.

Pursuant to Article 90 of Decree No. 2005-1309 of 20 October 2005, any person may receive the information in this paragraph in writing, after a simple oral or written request to the aforementioned company.

ARTICLE 3. FAILURE OF THE PASS CARDS

User instructions: it is recommended to place the card in a left-sided pocket with no other metal or electronic object. This card should not be bent, torn or placed near a heat source.

Should the card fail to function or have a technical fault, the Operator will replace the card, at his cost, against and from the date of return of the latter at one of the Operator's sales points.

Nevertheless, and if after verification, the defectiveness of the so-called Ski-card is due to the User (e.g. disregarding the user instructions), the Operator shall charge him the lump sum of ten Euros including VAT (€10 inc. VAT) as treatment fees (8 € TTC) and replacement of the defective support (2 € TTC).

ARTICLE 4. LOSS AND THEFT OF PASSES

4.1. Information to be provided

In the event of loss or theft of a Pass for a duration equal or greater than one (1) day, the User must submit a statement to the Operator's sales point.

Case N ° 1: For the User who has acquired and settled directly his Pass at a point of sale or on the online sales website of the Operator (www.skipass-2alpes.com)

He must present his ID document and the "proof of sale" (receipt given by the Operator at the time of the purchase of the Pass in the case of a payment on the spot or a copy of the order confirmation Internet) identifying at the less his Ski-Card number, in support of his request for a duplicate.

Case n ° 2: For the User who has acquired his Pass from a distributor (eg host, Tour operator, Central Reservation)

He must present to the Operator his ID document and provide the Ski-card number which appears on the support of his Pass. The User having no proof of sale issued by the Operator, it is imperative to note and keep this number, upon delivery of its Pass by the distributor.

For these 2 cases, the User must then sign the declaration of loss / theft, which must mention:

- the Keycard number,
- the reason for the request,
- the dates and the period of validity of the title lost or stolen.

4.2. Processing fees

To obtain a copy, the User must also pay a handling fee at a fixed rate of eight euros including all taxes (8€ VAT), as well as the sum of two euros including all taxes (2€ VAT), which corresponds to the amount of the Ski-card for the duplicate Pass.

4.3. Issuing of a copy

- Any Pass which is the subject of a statement of loss/theft on the part of the User to the Operator will be deactivated by the latter and will no longer allow access to the ski area.
- Subject to usual checks, the Customer may receive a copy (for the remaining term of the Pass) from the sales point on the same day of the statement of loss/theft being submitted to an Operator's sales point before the closing time of the latter.

PLEASE NOTE: no copy will be issued for any Pass with a term of less than one (1) day, declared lost or stolen. The same applies for other Passes for which the information required for the copy's issue could not be supplied by the User, and this, without possible recourse of the User against the Operator.

ARTICLE 5. RESPECT OF SAFETY REGULATIONS

All Users are obliged to respect the safety regulations relating to ski lift transportation, notably the policy regulations displayed at the ski lift exits, the pictograms as well as all instructions given by the Operator's staff, subject to a penalty.

The same applies with respect to the municipal decree relating to safety regulations for ski slopes and the User is recommended to take note of the "10 rules of good conduct for ski slope users" published by the International Ski Federation (FIS).

ARTICLE 6. PROTECTION OF PERSONAL DATA

The personal data collected on this website is subject to a data processing aimed at

- Treating your order. This treatment is necessary for the execution of the contract that you conclude with Deux Alpes Loisirs;
- Creating and managing your personal account in which you can memorize your activities. This treatment is based on your consent.
- Processing your application for membership in the Owner Partnership Program. This treatment is based on voting consent;
- making you benefit from the advantages offered under the Owner Partnership program (discounts, prices, merchant benefits, etc.). This treatment is based on your consent;
- Sending you promotional offers, newsletters, and satisfaction surveys.

This treatment is based on :

- Concerning the messages sent by Deux Alpes Loisirs, on the legitimate interest of the latter to develop its activities, or on your consent.
- Concerning the messages sent by the Tourist Office of Les 2 Alpes, on your consent;
- Responding to inquiries, comments and complaints that you send us. This treatment is based on your consent;
- Answering your requests by "chat". This treatment is based on your consent;

Information field marked with an asterisk is required to allow the company Deux Alpes Loisirs to process the treatments mentioned above. The information of the other fields is optional.

The processing is carried out under the responsibility of Deux Alpes Loisirs, represented by Frédéric MARION, acting as Chief Executive Officer, whose details are indicated in the legal notices.

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In any event, for 15 months after the last debit date for evidentiary purposes in the event of dispute of the transaction.

The cryptogram is not retained beyond the transaction;

- Data collected to create and manage your personal account: until the deletion of your personal account (the deletion of account implies the deletion of the sub-contacts related to this account);

- Data collected to process your Owner Partnership program membership: until your membership is terminated if we accept your application; during the time necessary to process your request in case of rejection of this request;

- Data collected to allow you to benefit from the advantages offered under the Owner Partnership program: until the termination of your program membership;

- Data collected to send you newsletters, satisfaction surveys and promotional offers: for 3 years from their collection. At the end of this period, this data will be kept for another 3 years if you agree to continue receiving newsletters, satisfaction surveys and promotional offers from Deux Alpes Loisirs;

- Data collected to respond to inquiries, comments and complaints that you send us: during the duration of these requests, comments and claims;

- Data collected to answer your requests by "chat": until the end of your discussion by "chat";

You have the right to access your data, have it rectified or erased, transferred to or to transfer to a third party, restricted or denied treatment. The company Deux Alpes Loisirs will comply with your request subject to compliance with the legal obligations incumbent upon us.

You have the right to withdraw your consent to the processing of your data at any time. The withdrawal of your consent does not affect the lawfulness of the processing performed prior to such withdrawal.

You can implement these rights:

- by post to: Deux Alpes Loisirs – Service clients – Le Meijotel – 38860 Les Deux Alpes, France or
- by email to: dal-privacy@compagniedesalpes.fr

For reasons of confidentiality and to protect your personal data, The company Deux Alpes Loisirs must be able to verify your identity in order to respond to your request. To do this, you must enclose, in support of any request for the exercise the right mentioned above, a photocopy of an identity document stating your date and place of birth and bearing your signature in accordance with the provisions of the law n° 78-17 of 6 January 1978 known as the « Data Protection Act », article 92 of the Decree of 20 October 2005 for the application of that law, and Regulation (EU) 2016/679 dated 27 April 2016 on personal data protection and the free movement of such data.

Finally, you have the right to send a complaint to the CNIL if you think that your rights have not been respected. The contact details for the CNIL are as follows:

For the CNIL:

Commission Nationale de l'Informatique et des Libertés

3 Place de Fontenoy

TSA 80715

75334 Paris Cedex 07

France

Tel: +33 1 53 73 22 22

Fax: +33 1 53 73 22 00

<https://www.cnil.fr/fr/plaintes>

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ARTICLE 7. CO2 INFORMATION FOR TRANSPORT SERVICES

In application of Article L 1431-3 et D1431-1 à 1431-23 of the Transport Code, the Operator shall provide notification of the following CO2 information regarding ski lift transportation:

CO2 Transport	CO2 transport for a day Pass (in g CO ²)	Equivalent car route (in km)	CO2 transport for a "pedestrian" Pass (in g CO ²)	Equivalent car route (in km)	CO2 transport for a "passage" Pass (in g CO ²)	Equivalent car route (in km)
2Alpes (DAL)	65	0.47	10.93	0.08	5.47	0.04

Calculation basis: 6g CO²e / kwh / 100% renewable energy / diesel fuel car 140g / km (class C, current average)

For any additional information, please contact:

DEUX ALPES LOISIRS – Service Relations Clients – BP 11- Immeuble Le MEIJOTEL – 38860 LES DEUX ALPES.

ARTICLE 8. TRANSLATION – APPLICABLE LAW – SETTLEMENT OF DISPUTES

In the event that the present general terms and conditions being established in several languages, it is expressly understood that the French version of the present specific terms and conditions shall be the only valid version. As a result and in the event of difficulties of interpretation/application of any of the provisions of the present specific terms and conditions, the French version should be expressly and exclusively referred to.

The present general terms and conditions are subject to French law both for their interpretation and their implementation.

In accordance with Article L 211-3 of consumer regulations (Code de la Consommation), in the event of a dispute regarding validity, interpretation or application of these terms and conditions, the Customer has the right to a free conventional mediation procedure, or any other alternative means of resolving a dispute. We inform the Customer of their right to a mediation procedure conducted by the tourism and travel mediator (Médiateur du Tourisme et du Voyage: MTV Médiation Tourisme Voyage, BP 80 303, 75823 Paris Cedex 17) according to the conditions detailed on the site www.mtv.travel, within one (1) year of the date of the written complaint addressed to the Operator.

It can also use the European Dispute Settlement Platform, accessible on the internet at the following address: <https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=EN>.

In the absence of amicable settlement, the Customer may seize, either one of the jurisdictions territorially competent under the Code of Civil Procedure, or the jurisdiction of the place where he remained at the time of the conclusion of the contract or the occurrence of the harmful event (Article R. 631-3 of the Consumer Code).

SPECIFIC TERMS AND CONDITIONS FOR THE ONLINE SALE OF SKI LIFT PASSES
www.skipass-2alpes.com – Egug.skipass-2alpes.com – Saison.skipass-2alpes.com – Touch Apps

COMPANY DEUX ALPES LOISIRS

Registered company with capital of €8,899,133.96
Grenoble Company Trade Register (RCS) no. 064 501 406
Head office: Immeuble Le Meijotel – 38 860 DEUX ALPES
Intra-community VAT no. : FR 94 064 501 406
Tel. no.: +33 (0) 4 76 79 75 01
Fax no.: +33 (0) 4 76 79 75 18
Email: skipass.DAL@compagniedesalpes.fr
Using the DEUX ALPES ski area,

Hereinafter referred to as “the Operator”.

ARTICLE 1. GENERAL INFORMATION

The present terms shall be valid **from October 1st, 2018**.

The validation of an order concluded online (either on the online sales module of the Operator at the address www.skipass-2alpes.com (hereinafter the "Website"), or on the application Touch accessible via touch-pads and IPM and Kaffein terminals made available in certain sales outlets), implies the adhesion of the person (hereinafter referred to as the "Customer(s)") to these special conditions of use online sales.

Should one of the provisions of these terms and conditions not be met, it will be considered as being governed by the current practices in force in the online sales sector and for companies with their registered office in France.

The present terms and conditions supplement the “General Terms and Conditions of Sale and General Terms and Conditions of Ski-Pass Use on Ski Lifts” (hereinafter referred to as “Passes”) which are displayed in all sales points and equally displayed online. These conditions exclusively apply to physical, non-commercial persons.

All of these conditions are made available to Customers, who can download or print them.
Contractual information is presented in the French language.

ARTICLE 2. PRODUCTS OFFERED

The online sale allows the Customer to register or reload their pass on a rechargeable physical medium “Ski-card”.

The "Touch" mobile application is accessible via touch pads and IPM and Kaffein kiosks made available to Customers in certain sales points, as well as to partners in stations whose location is published on the Website (hereinafter referred to as " Touch Application ").

They only allow the reloading of the Pass mentioned on these tablets and terminals. In this case, the Customers must already be in possession of a valid rechargeable support, in order to benefit from this service.

Please remember: the Pass is composed of a physical medium (card) upon which a pass is encoded and of a proof of purchase which is sent by email upon confirmation of purchase or reloading online.

NB: In order to benefit from the “ Loss or Theft of Passes” procedure defined in Article 4 of the General Terms and Conditions of Use for Passes, the Customer must provide the Operator with this proof of sale.

The list and characteristics of the different Passes offered for purchase and / or reloading (geographic area, validity period, etc.) are presented in the specific price list of each sales channel and can be consulted on the latter (Website or Application Touch).
All Titles remain available in the physical sales points of the Operator.

ARTICLE 3. ONLINE ORDER METHODS

The order can only be registered on the Operator’s website if the Customer has clearly identified himself:

- On the Website: either by entering his access code (login + password) which is strictly personal, or by completing the online form allowing him to obtain the attribution of his code of access.

- On the Application Touch: by entering his email address.

The Customer has the opportunity to check the details of his order and its total price, and correct any errors, before confirming it to express its final acceptance. (Article 1127-2 of the Civil Code)

To finalize the order, the Customer must accept the present terms and conditions as well as the General Terms and Conditions of Sale and the General Terms and Conditions of Use for Passes.

The Operator will confirm the order with the Customer via email. This email will contain a summary of all the products the Customer has confirmed in their order and shall constitute the proof of purchase referred to in Article 2.

With exception to reloading online referred to in Article 7, complete online orders (including payment, confirmations and photographs if need be) must be completed on the Operator's website no later than the **tenth day** (for abroad and French overseas departments and territories) and the **seventh day** (for mainland France) before the first day of validity of the Pass, to allow passes to be delivered to the Customer's home. If these deadlines are not respected, the delivery cannot be made to the Customer at the home address.

Failing to meet these deadlines, the Customer can not receive his order at home.

Complete online orders (including payment, confirmations and photographs if needed) may be completed on the Operator's website no later than **the day** before the first day of validity of the Pass.

In this case, the Customer must collect his chosen Passes either from one of the Operator's sales points or from a partner (e.g. tourist office) taking into account their opening hours.

All orders shall imply acceptance of the description of services and tariffs.

ARTICLE 4. TARIFFS AND METHODS OF PAYMENT

4.1. General Information

The prices indicated on the website are in Euros and inclusive of all taxes applicable on the day of the order.

Please note that the customer is charged a set price for the delivery of either four euros including tax (€4 VAT) by first class post, or six euros including tax (€6 VAT) by registered post, at the customer's discretion.

The price of the online order is due upon order. On the Website, payments must be made either by remote bank card accepted by the Operator or e-holiday vouchers ANCV (minimum amount of 60 €). Payment by credit card is secured via secure via Lyra Network Service Payzen (secure payment server "on line"), which guarantees the confidentiality of payments. The payment is made in virtual TPE with immediate payment.

For the Application Touch, the price of the online order is due when ordering. Payments must be made by credit card accepted by the Operator. Payment by credit card is secured via Lyra Network Payzen MPos Service (credit card reader provided by Lyra Network), which guarantees the confidentiality of payments. Payment is made by TPE proximity immediate payment.

At no point in time is the Operator aware of the card numbers the Customer must provide. The Operator is only notified by the bank that a transfer corresponding to the amount of this order has been made into their account.

4.2. Payment in two monthly instalments (offer valid until 15/01/2019)

Until 15/01/2019 inclusive and exclusively, the fee-free payment in two equal monthly instalments by card is available to all Customers (adults only) for any order of a **minimum one season pass 2018/2019**.

The Customer card payment dates are divided according to the order date as indicated in the table below:

	Automatic payment dates
Order date	Order placed between 1 st and 31 st day of the month (M)
1 st payment	Payment of half the amount due the day of the order
2 nd payment	Payment of the balance on the anniversary date of the order of the month M + 1

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Example: for an order with a total amount of VAT of € 1200.00 on 23/12/18, two automatic debits of € 600.00 one on 23/12/18 and the second on 23/01/2019.

Annual Percentage Rate of Charge (APR) fixed: 0%. Total amount due: €1200.00.

In order to pay by this method, the Customer shall undertake to provide information regarding his card via the Payzen platform (secure website). The Customer expressly undertakes to ensure that the card is valid until the last payment above and that each scheduled payment be less than the maximum amount authorised by his bank.

For orders made from 16/01/2019, the payment will exclusively be made in cash (see provisions of Article 4.1. above).

ARTICLE 5. ACKNOWLEDGMENT OF RECEIPT BY OPERATOR

5.1. Immediate Payment

The orders with payment by credit card and confirmed will be those having been the object of an agreement on the part of the banking organization of the Customer during the placing of the order.

The refusal of the authorization to debit the Customer's bank account by his bank therefore leads to the cancellation of the order process.

Once the order is concluded online and confirmed by the Customer, the Operator acknowledges receipt of this order by an email, which is the proof of sale referred to in Article 2 and contains the order summary.

5.2. Payment in two monthly instalments (offer valid until 15/01/2018)

Orders with payment by credit card and confirmed will be those agreed by the bank of the Customer for half of the total amount all taxes included in the order when placing the order.

The banks debit authorisation refusal for half the total amount of the order from a Customer's bank account shall result in the cancellation of the order process.

Once the order has been completed on the internet and confirmed by the Customer, the Operator shall acknowledge receipt of this order by email, which shall constitute the proof of sale referred to in Article 2 and which contains a summary of the order.

Retention of title clause:

In the case of payment in two instalments, the Passes shall remain the property of the Operator until the full payment of their cost, but the Customer shall become liable from their physical delivery.

In the event of non-payment on the second instalment, the total amount of the corresponding order will be due immediately. In the case of failure to pay the said amount, the Operator reserves the right to invoke the retention of title clause (see above) in order to recover the Passes.

ARTICLE 6. DELIVERY OF THE ORDER

Except in the event of reloading online referred to in Article 7, the Customer has the choice:

- Of home delivery to the address indicated for this purpose by the Customer, Except in the event of force majeure, the Operator shall endeavour to deliver the Passes by post no later than the **third day** for mainland France and no later than the **sixth day** for abroad and French overseas departments and territories before their first day of validity (as attested by the date of the postmark).
- or to withdraw its Securities in the retail outlet of the Operator, taking into account the opening hours of the latter. The copy of the proof of sale (the acknowledgment of receipt by e-mail) will then be required as well as an official identification in force. Otherwise, the ordered Titles can not be issued.
- or to withdraw his Notes on an IPM and Kaffein terminal point of sale "Ski pass EXPRESS" upon confirmation of his order, taking into account the opening hours of this point of sale, and provided that the Customer provides the order number or the QR Code available on the order confirmation email referred to in Article 3.

ARTICLE 7. SPECIFIC FEATURES OF RELOADING ONLINE

The Ski-card Support can be reloaded based on the products offered by the Operator via the website, no later than one (1) hour before the start of the validity of the chosen Pass.

Payment is made by card by electronic payment. A proof of receipt for the order is sent by the Operator to the Customer, who shall retain this **proof of sale**, notably in the event of checks at ski lift access points.

Reloading of the Pass shall be made automatically during the first passage of the Customer through the "hands free" access points.

ARTICLE 8. ABSENCE OF RIGHT OF WITHDRAWAL

In application of Article L 221-2 9° of the Consumer Code, the sale of Passes is not subject to the application of the right of withdrawal provided for in Articles L 221-18 et al. of the Consumer Code with regard to distance sales.

ARTICLE 9. MODIFICATION/CANCELLATION OF THE ORDER

Once the Pass order has been confirmed by the Customer, the ordered Pass cannot be refunded, returned or exchanged. Similarly, no modification can be made to the order.

However, for orders concluded via the Website exclusively, the Customer has the option of subscribing a Flexibility Option and / or a Cancellation Option, the terms of which are specified in Articles 10 and 11 below.

ARTICLE 10. FLEXIBILITY OPTION

At the time of the order, and **exclusively on the Website**, the Customer can subscribe to an option called "FLEXIBILITY Option", for an amount of **three euros all taxes included (3 € VAT included) per Pass**.

This option is not open to non-consecutive days, since they do not have a predefined validity date. (Triggering during the first pass to the access terminals)

The subscription of this option allows the Customer to **modify the date of validity of its Pass**.

Any request to change the validity date may only relate to a change in the validity date for the season in which the said Pass(es) was / were ordered.

If the validity date of the Title has resulted in a promotional offer or date-based pricing, the Customer will automatically lose the benefit. Thus, its change of validity date will be made by the Operator based on the tariff in force on the day of the request.

These requests for modification of validity dates for the current season must be sent to the Operator before any use of the Pass and at the latest during the first day of validity of the Pass.

Within this period or after use of the Pass, even partial, any request to change the validity dates will not be taken into account by the Operator and will therefore be rejected without any right to compensation or any compensation to the benefit of the Customer.

The Customer must send his modification request to the points of sale or by email to the following address: skipass.DAL@compagniedesalpes.fr.

In case of modification request by email, the sending date of the email will prevail.

To be admissible, the customer's request for modification must include the corresponding order number mentioned on the **proof of sale** referred to in article 2.

The Operator directly modifies the validity dates for the current season via its ticketing computer system.

The change of the validity dates then takes place automatically at the first pass of the Customer to the access points, at no additional cost.

The Customer retains the support of the modified Pass that can be reused and reloaded thereafter.

No change fees will apply.

ARTICLE 11. CANCELLATION OPTION

At the time of the order, and **exclusively on the Website**, the Customer can subscribe an option called "Option cancellation", for an amount of five euros all taxes included (5 € VAT included) per Pass.

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The subscription of this option allows the Customer to cancel all or part of his order, without having to provide any reason, until the date of validity of the Title concerned.

An order cancellation request can be sent to the Operator at points of sale or by email at the following address: *skipass.DAL@compagniedesalpes.fr*.

This request must be sent by the Customer no later than the first day of the validity of the relevant Pass.

In case of cancellation request by email, the date of sending of the latter will prevail.

To be admissible, the customer's request for modification must include the corresponding order number mentioned on the **proof of sale** referred to in article 2.

In addition, the relevant Pass must not have been used, even partially.

The Operator credits the Client's credit card with the amount of the canceled Title, within a period of seven (7) days from the cancellation request.

The amount reimbursed corresponds to the amounts of the transport ticket (s) purchased (s) and canceled (s) or even to the full cost of the order (that is to say, shipping and handling charges). including supports) in case of total cancellation of the order.

Note: This cancellation is only possible if the relevant Pass have not been used, even partially.

No cancellation fees will apply.

Below the first day of validity of the Titles ordered, no cancellation request will be accepted by the Operator.

ARTICLE 12. ORDER TRACKING

The Customer can contact the Customer Service department for any additional information:

Tel.: +33 (0)4 76 79 75 01

Address: Immeuble Le Meijotel-38 860 DEUX ALPES

Email : skipass.dal@compagniedesalpes.fr

ARTICLE 13. RESPONSABILITIES

The Operator is responsible for the proper performance of the obligations resulting from the contract concluded online, whether these obligations are to be performed by himself or by other service providers, without prejudice to his right of recourse against them. However, the Operator may waive all or part of its responsibility by proving that the non-performance or the improper performance of the contract is attributable either to the consumer or to the fact, unpredictable and insurmountable, of one-third to contract, or to a case of force majeure. (Art L221-15 Code of the consumption).

ARTICLE 14. TERMINATION FOR DEFECTS OR DELAY IN DELIVERY

Except in cases of force majeure as defined by Article 1218 of the Civil Code, in the event of the Operator's failure to provide the services on the date or within the time limit indicated to the Customer or, failing this, at the latest thirty (30) days after the conclusion of the contract, the Customer may resolve the contract, by registered letter with acknowledgment of receipt or in writing on another durable medium, if, after having ordered, under the same conditions, the Operator to provide the services within a reasonable additional time, the latter did not run within this time. The contract shall be deemed to be resolved upon receipt by the Operator of the letter or writing informing him of this resolution, unless the Operator has performed in the meantime. The Customer may immediately terminate the contract when the Operator refuses to provide the services or fails to fulfill its obligation to provide the services on the date or within the time limit indicated to the Client, and that date or period constitutes the Client an essential condition of the contract. This essential condition results from the circumstances surrounding the conclusion of the contract or an express request from the Client before the conclusion of the contract (Article L216-2 of the Consumer Code).

ARTICLE 15. PROOF, CONSERVATION AND ARCHIVING

The online supply of the credit card number and generally the confirmation of the order by the Customer are proof of the completeness of the transaction in accordance with Article 1367 of the Civil Code and the requirement of the regulation. This confirmation is worth signing and express acceptance of all the operations performed on the online sales module.

The Customer must imperatively keep the proof of sale, only this document is valid in case of dispute over the terms of the order, especially during a check on the lifts.

In accordance with Article L213-1 of the Consumer Code, for all online orders for an amount of at least € 120, the Operator keeps the written record of the Customer's order for a period of ten years from the date of performance of the corresponding service, and guarantees him access to it at any time during the same period, upon request of the latter.

ARTICLE 16. INTELLECTUAL PROPERTY

All elements (graphics, photos, logo...) of the website constitute the intellectual property rights belonging to the Operator or exploited by the latter.

Any reproduction of any element of the said Site or any simple or hypertext link are strictly forbidden, unless express prior authorisation by the Operator.

ARTICLE 17. PROTECTION OF PERSONAL DETAILS

The personal data collected on this website is subject to a data processing aimed at

- Treating your order. This treatment is necessary for the execution of the contract that you conclude with Deux Alpes Loisirs;
- Creating and managing your personal account in which you can memorize your activities. This treatment is based on your consent.
- Processing your application for membership in the Owner Partnership Program. This treatment is based on voting consent;
- making you benefit from the advantages offered under the Owner Partnership program (discounts, prices, merchant benefits, etc.). This treatment is based on your consent;
- Sending you promotional offers, newsletters, and satisfaction surveys.

This treatment is based on :

- Concerning the messages sent by Deux Alpes Loisirs, on the legitimate interest of the latter to develop its activities, or on your consent.
- Concerning the messages sent by the Tourist Office of Les 2 Alpes, on your consent;
- Responding to inquiries, comments and complaints that you send us. This treatment is based on your consent;
- Answering your requests by "chat". This treatment is based on your consent;

Information field marked with an asterisk is required to allow the company Deux Alpes Loisirs to process the treatments mentioned above. The information of the other fields is optional.

The processing is carried out under the responsibility of Deux Alpes Loisirs, represented by Frédéric MARION, acting as Chief Executive Officer, whose details are indicated in the legal notices.

The collected data are intended for:

- Deux Alpes Loisirs and its affiliated companies;
- All providers whose intervention is necessary to carry out the treatments mentioned above;
- The Tourist Office of Les 2 Alpes if you have consented.

These data may be transferred to a country that is not a member of the European Union. You can obtain further information on these transfers and the guarantees that apply to them with Deux Alpes Loisirs.

The collected data are stored for or the following periods:

- Data collected to process your orders for products and services: for five years from collection if the amount of the order is less than 120 €, for ten years if the amount of the order is equal to or greater than 120 €. As an exception, the number and the expiry date of your credit card are kept:

In any event, for 15 months after the last debit date for evidentiary purposes in the event of dispute of the transaction.

The cryptogram is not retained beyond the transaction;

- Data collected to create and manage your personal account: until the deletion of your personal account (the deletion of account implies the deletion of the sub-contacts related to this account);

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- Data collected to process your Owner Partnership program membership: until your membership is terminated if we accept your application; during the time necessary to process your request in case of rejection of this request;
- Data collected to allow you to benefit from the advantages offered under the Owner Partnership program: until the termination of your program membership;
- Data collected to send you newsletters, satisfaction surveys and promotional offers: for 3 years from their collection. At the end of this period, this data will be kept for another 3 years if you agree to continue receiving newsletters, satisfaction surveys and promotional offers from Deux Alpes Loisirs;
- Data collected to respond to inquiries, comments and complaints that you send us: during the duration of these requests, comments and claims;
- Data collected to answer your requests by "chat": until the end of your discussion by "chat";

You have the right to access your data, have it rectified or erased, transferred to or to transfer to a third party, restricted or denied treatment. The company Deux Alpes Loisirs will comply with your request subject to compliance with the legal obligations incumbent upon us.

You have the right to withdraw your consent to the processing of your data at any time. The withdrawal of your consent does not affect the lawfulness of the processing performed prior to such withdrawal.

You can implement these rights:

- by post to: Deux Alpes Loisirs – Service clients – Le Meijotel – 38860 Les Deux Alpes, France or
- by email to: dal-privacy@compagniedesalpes.fr

For reasons of confidentiality and to protect your personal data, The company Deux Alpes Loisirs must be able to verify your identity in order to respond to your request. To do this, you must enclose, in support of any request for the exercise the right mentioned above, a photocopy of an identity document stating your date and place of birth and bearing your signature in accordance with the provisions of the law n° 78-17 of 6 January 1978 known as the « Data Protection Act », article 92 of the Decree of 20 October 2005 for the application of that law, and Regulation (EU) 2016/679 dated 27 April 2016 on personal data protection and the free movement of such data.

Finally, you have the right to send a complaint to the CNIL if you think that your rights have not been respected. The contact details for the CNIL are as follows:

For the CNIL:

Commission Nationale de l'Informatique et des Libertés

3 Place de Fontenoy

TSA 80715

75334 Paris Cedex 07

France

Tel: +33 1 53 73 22 22

Fax: +33 1 53 73 22 00

<https://www.cnil.fr/fr/plaintes>

We use cookies and other chartplotters on our website. To learn more about their use and to set them up, please read our cookie policy (article 4 above).

ARTICLE 18. TRANSLATION – APPLICABLE LAW – SETTLEMENT OF DISPUTES

In the event that the present specific terms and conditions being established in several languages, it is expressly understood that the French version of the present specific terms and conditions shall be the only valid version. As a result and in the event of difficulties of interpretation/application of any of the provisions of the present specific terms and conditions, the French version should be expressly and exclusively referred to.

The present specific terms and conditions are subject to French law both for their interpretation and their implementation.

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It can also use the European Dispute Settlement Platform, accessible on the internet at the following address: <https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=EN>.

In the absence of amicable settlement, the Customer may seize, either one of the jurisdictions territorially competent under the Code of Civil Procedure, or the jurisdiction of the place where he remained at the time of the conclusion of the contract or the occurrence of the harmful event (Article R. 631-3 of the Consumer Code).