

# SKI LIFTS



## GENERAL TERMS AND CONDITIONS OF SALES AND USE 2023/2024

Legal Information about the operator called « The Company » hereafter:

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Registered Office: 1431, Route de Vonnès - 74390 Châtel  
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Registered Capital of 2 812 500 € - RCS Thonon 795 680 131 – SIRET 795 680 131 00021 – APE 4939C

Intracommunity VAT No: FR 947 956 801 31

Website [www.skipass-chatel.com](http://www.skipass-chatel.com) hosted by E-LIBERTY SERVICES SAS

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## I. TRANSPORT CLAUSES

The Chatel ski lift company guarantees customers holding a valid pass, unlimited circulation on the ski lift installations corresponding to the category, duration, and validity of their pass.

The lift pass may not be transferred by a customer if they have benefitted from a preferential tariff or if they are personnel or registered.

In the event of a ski accident or for any other personal reason preventing users from using the ski lifts, the partially used tickets are not reimbursed by « The Company », insurance to cover this risk is on sale at the ticket office and on « The Company » online sales site.

### Unforeseen Circumstances

The Chatel ski lift company cannot be held responsible for unforeseen events by any person who is not involved in its services and the performance of the service or for any reason attributable to the buyer, beneficiary, or partner. The obligations contained in these General Conditions of Sale will therefore not be applicable or will be suspended as of right and without compensation.

The "hands-free" access system to the installations does not in any way exempt users from having to present their pass/ticket for inspection at any time and at the request of « The Company » inspection staff.

Customers are responsible for their own safety and must ensure that there are no straps, strings or fastening cords hanging from their clothing and/or luggage, backpack, etc. that may become trapped or caught by the moving mechanical parts of the ski lift machinery they are using. The customers must respect the regulations displayed at the beginning of the ski lifts. The same applies to respecting the local by-law relating to the security on the slopes.

The users are deemed to be tacitly adhering to the contract of transport of persons on the installations of lifts of Châtel (general conditions of sale and use), a copy of which is available for consultation at each point of sale and can be downloaded at <http://www.chatel.com>.

The contract of the transport of people is made up of all the transport clauses, of all of the pricing rules and the instructions published by the ski lift company.

## **TRANSLATION – APPLICABLE LAW AND REGULATION OF LITIGATIONS**

This contract is subject to French law. Consequently, and in case of difficulty of interpretation or application of any of the provisions of the general conditions, it will be necessary to refer expressly and exclusively to the French version. In the absence of a satisfactory response to a complaint, the Customer is informed of the possibility of recourse to a mediation procedure with the Tourism and Travel Ombudsman (MTV Médiation Tourisme Voyage, BP 80 303, 75 823 Paris Cedex 17) in accordance with the terms set out on the website [www.mtv.travel](http://www.mtv.travel) and within a maximum period of one (1) year from the written complaint made to the Operator. In case of litigation and in the absence of an amicable settlement, the dispute will be brought before the competent courts.

## II. LIFT PASSES

### **PRICES :**

The prices of the packages are inclusive of all taxes (including taxes) in euros at the VAT rate in force on the date of purchase and may change during the season in the case of changes to the finance law.

During events within the ski area, « The Company » reserves the right to change the price of the pedestrian ticket. Rates are calculated according to the categories of persons and degressively based on the full adult day rate, rounded up to 50 cents higher. Differentiation between ticket office and online selling rates. A lift pass comprises of a card on which the ticket is saved electronically.

Public rates (individuals or families) of 5 and 6 consecutive days (Liberté area only) include one entry to Forme D'O during the pass validity. The associated sale result in the delivery of one ticket including the ski pass and the linked product (1 entry to all spaces for people aged 16 years old and above and to the aquatic area only for people under 16 years old).

We recommend the purchase of ski passes online for comfort and to benefit from our best rates (the prices on the website [www.skipass-chatel.com](http://www.skipass-chatel.com) are lower than those applied at the desks)

## 1. IDENTIFICATION OF TICKETS

### **Tickets are identified by the internet or WTP number.**

Tickets valid for 8 days or more must be identified by a photo recent recorded in the Package Control IT system.

## 2. TYPES OF TICKETS

These can be :

Nominative: Lift passes such as season and partial season passes on which the identification of the customer is completed (surname, first name, address and photograph), the photo will be kept by the operator in his computer ticketing system to facilitate possible reloads or reissues of the title, unless opposed by the customer.

An automated processing of personal information is instituted, the purpose of which is to establish a ticketing and consumption monitoring database. The person responsible for the automated processing is the SAEM «Sports et Tourisme»; in accordance with the French Data Protection and Freedom Act of 6 January 1978, the persons concerned by the automated processing of personal information have the right to object, to access, to modify, of the data concerning them.

Personal: Lift Passes for which the identification of the user is incomplete (photograph without identity and address) 8 to 15 days packages.

Carrier: Lift Passes for which the identification of the user is totally absent. Hourly lift passes, and lift passes from 1 to 7 days and single-trip tickets.

## 3. THE TYPES OF CARDS

Tickets for lift passes valid for less than 4 days can be programmed on "Hands-Free"-single use type cards or alternatively on "Hands-Free"- rechargeable cards subject to the payment of a supplement of three euros.

Lift passes valid for 3 or more days are published on a "Hands-Free"- rechargeable type cards subject to the payment of a supplement of three euros.

Return tickets and points cards are issued on "Hands-Free"- single use type cards provided free of charge by « The Company ». These tickets are time-specific and cannot be used simultaneously by several users.

### a. « HANDS-FREE » REWRITABLE CARD

This system allows the customer the immediate convenience of not having to insert their ticket at the lift gates since the information is read remotely.

These cards are reusable and can be used to recharge the ski passes on the website: [skipass-chatel.com](http://skipass-chatel.com) and are not compatible with the online loyalty system.

### b. « HANDS-FREE » SINGLE USE CARDS

This system allows the customer the same comfort of not having to introduce their ticket at lift gates since the information is read remotely. But its less rigid constitution increases the risks of deterioration. This type of card cannot be recharged through the website, and they are not compatible with the online loyalty system. In concern for the environment, recycling boxes are available on all the ticket office and throughout the various places of the resort.

## 4. LOYALTY SYSTEM

### Loyalty

To join the loyalty system "My Club Portes du Soleil" and get information, you simply need to have a rechargeable hands-free card available at the ticket office for 3 euros and log on to the website:

<http://en.portesdusoleil.com/prices/my-club-portes-du-soleil> and register within 14 days of your purchase.

## 5. SKI AS YOU PLEASE

The "Hands-Free" operating system makes it possible to offer users tailored ski options such as:

### a. IN THE CHÂTEL « ESPACE LIBERTÉ » SKI AREA

Time specific options over 7 days (valid throughout 7 days):

✓ 5 days, non-consecutive (throughout 7 days)

### b. IN THE « PORTES DU SOLEIL » SKI AREA

Time-specific options during the winter season (valid throughout the winter season):

✓ 5 5 days, non-consecutive

These tickets must be used before the end of the current 7 days, or during the current season (according to the chosen formula). If this is not the case, no reimbursement will be payable.

## III. INSURANCE

Since personal insurance policies do not necessarily cover every risk incurred while skiing, two appropriate insurance products are offered to customers:

### 1. DAY OR SEASON INSURANCE « SNOW RISK »

Snow Risk Snow Risk, day insurance is taken out nominatively. It is available for duration of 1 day to 21 days maximum. It is generally bought at the time of purchase of the ski lift passes. In this case, the duration of the insurance must be identical to that of the ski lift pass.

In the case that an insurance policy is bought during the period of validity of a ski lift pass, the end of validity of both the lift pass and the insurance must be the same.

Note that the date stated on the ticket receipt refers to the current season and the date when the insurance was purchased.

The proof of purchase does not state the number of days of insurance taken out but refers to the current season and to the date on which the insurance was purchased.

The insurance is determined by the date of purchase of the insurance and by the duration of the insurance, with the exception of insurance bought online with the purchase of lift passes or by order form before the start of the season. For more information go to: <https://www.snowrisk.com/assurance-ski.php> or at the ticket offices.

### 1. ANNUAL INSURANCE : « ASSURENSPORT »

Annual insurance can be purchased individually or for a family of at least 4 people. Insurance coverage details are available on request at the ticket office or [www.assurensport.com](http://www.assurensport.com). Snow Risk and Assurensport insurances guarantee the exemption of the application fees of an amount of 50 € invoiced during an intervention of the first aid tracker service.

## IV. RIGHT OF WITHDRAWAL

Customers purchasing lift passes valid for 3 or more days have 24 hours in which to check that the tickets issued by the sales assistants are correct.

During this period, they can change their mind about their initial choice of lift passes made when purchasing the tickets. They are permitted either to change the type of lift passes chosen (Châtel Liberté or Portes du Soleil) or to extend the duration of the lift passes.

Once the withdrawal deadline of 24 hours has elapsed, no changes to lift passes are permitted.

## V. DUPLICATING SKI PASSES

### 1. LOST, STOLEN OR DESTROYED TICKETS

Duplicate tickets may be issued only if the operator is able to block the use of the lost, stolen or destroyed ticket. The holder must quote the number of the ticket, indicated on the receipt or on the online confirmation of sale.

Any customer to whom a duplicate lift pass is issued must settle the amount payable for the "hands-free" card on which the lift pass will be programmed. The lost or stolen tickets 'bonus points are definitively lost.

### 2. FORGOTTEN TICKETS

Forgotten tickets shall not be replaced. Skiers without a ticket who have left their ticket at their residence must pay the cost of the day of skiing they consume.

The cost of the additional lift pass purchased shall be reimbursed on presentation of the two tickets and of an identity card once it has been established by appropriate reading of the card that the forgotten lift pass has not been used.

#### VI. TOTAL OR PARTIAL REIMBURSEMENT OF TICKETS

The prices of ski lift passes, from 1 day to a season pass, an advantageous degressive rate is considered. If a lift pass issued has not been used or partially used, it will not be refunded or exchanged, regardless of the cause (illness, accident or any other personal cause to the customer) regardless of the validity period of the pass. The client is informed (Article III) of the possibility of covering this risk by specific insurance companies.

Non-consecutive days, points cards and single tickets must be used during the current winter season. Beyond that, no refund or a deferral of validity can be made.

##### 1. SKIERS WITH « SNOW RISK » OR « ASSURENSPORT » INSURANCE

The operator, in his capacity as Agent of Insurance, offers the client a Snow Risk insurance contract in addition to the purchase of ski lift pass and must be for the same duration. This policy is subject to the terms and conditions of insurance that can be viewed and downloaded directly from <https://www.snowrisk.com/assurance-ski.php>.

##### 2. SKIERS WITHOUT « SNOW RISK » OR « ASSURENSPORT » INSURANCE

Only commercial compensation may be possible, subject to assessment of the situation by the general management. Any compensation is then granted shall be in the form of a credit to be used on the online sales site [www.skipass-chatel.com](http://www.skipass-chatel.com), and the amount of which is equivalent to a quarter of the ski days lost.

The members of the family shall not be entitled to compensation.

Ceasing to ski in the absence of a major event - "force majeure" simply due to personal reasons shall not be compensated. It shall not result in any entitlement to total or partial reimbursement of the lift pass.

#### VII. CLOSURE /STOPPING OF THE SKI LIFTS

The provisions implemented by « The Company » are only taken in the event of the closure of a significant number of ski lifts and ski slopes, due to « The Company », and in the case of force majeure (interruption of electricity supplies, exceptional weather conditions, etc.).

The Chatel ski lift company does not guarantee the operation of all ski lifts in the Portes du Soleil area nor the possibility of skiing on all slopes in the Portes du Soleil area.

##### 1. STOPPING OF SALES

No ticket valid for more than 1 day will be sold.

##### 2. PRICE REDUCTION

The price of day tickets shall be reduced in line with the proportion of Chatel's traffic affected:

% Of Chatel ski lifts affected for the day	% of Price Reduction
Between 35% and 59%	20%
Between 60% and 70%	30%
Over de 70%	40%

### 3. COMPENSATION IN THE EVENT OF PRICE REDUCTION DUE TO PARTIAL CLOSURE

Customers in possession of a ticket obtained before the interruption of operation of the ski lifts and ski slopes may be offered compensation for the prejudice suffered, depending on the number of days of closure and on the type of ticket.

They can benefit from:

- either an immediate extension in duration
- or a credit note, in duration, to be used either before the end of the current season or during the following season
- or deferred reimbursement equal to the difference between the price paid by the user and the number of days used, multiplied by the daily price in force.

The degressive rate (proportionately cheaper price for a longer duration) of lift passes covers its potential non-consumption.

Only Passes having been purchased and paid for directly by the Customer to the Operator can be compensated.

### 4. CONNECTIONS TO « PORTES DU SOLEIL »

When the connection to the resort of Avoriaz is interrupted for a duration that exceeds 50.00% of the period of validity of the ticket, the proportion of the lift pass price that exceeds the price of a lift pass for the Châtel Liberté ski area for the same duration shall be reimbursed.

### 5. EVACUATION OF THE SKI LIFT

In the event of the evacuation people transported on an out-of-service ski lift, passengers holding one-day or half-day passes shall be compensated with a one-day or half-day pass, following verification (see compensation table). Passengers holding tickets valid for more than 1 day shall not receive compensation.

### 6. FORCE MAJEURE – SEASON PASSES 2023-2024 – COMPENSATION.

Force 'majeure' is meant by any unforeseeable, unavoidable, and external event, independent of the will of the parties, such as those usually retained by the jurisprudence of French courts and tribunals, and without this list being exhaustive, administrative closure related to a pandemic, government or legal restrictions, legal or regulatory changes preventing the parties from continuing their activities, telecommunications blockages.

If all ski lifts are interrupted due to a case of force majeure resulting in suspension of the contract for more than 15 consecutive days, the 2023/2024 winter season passes will be subject to:

- Either a credit (on the customer's account on [www.skipass-chatel.com](http://www.skipass-chatel.com)), corresponding to the number of closed weeks multiplied by the price of the Season pass reduced to the number of opening weeks initially planned deducted from a waiting day at the base rate in force,
- Or a postponement for the following season.

**Any request for compensation must be sent by email to [ski@chatel.com](mailto:ski@chatel.com) or by letter to SAEM Sports et Tourisme - 281 route de Thonon – 74390 CHATEL within 30 days of the end of the ticket's validity. Beyond this period, requests will not be processed.**

**LIFT PASS COMPENSATION RULES IN THE EVENT OF THE INTERRUPTION OF THE OPERATION OF SKI LIFTS DUE TO STORMS**

**1 DAY OF FULL INTERRUPTION OF THE SKI LIFTS**

Lift Pass Purchased :	Extension of :	Credit of :
2 days	1 day	Difference between 2 & 1 day
3 days	1 day	Difference between 3 & 2x 1 day
4 days	0.5 day	Difference between 4 & 3x1 day
5 days	0.5 day	Difference between 5 et 4x 1 jour
6 days +	Degressive Compensation	

**2 DAYS OF FULL INTERRUPTION OF THE SKI LIFTS**

Lift Pass Purchased :	Extension of :	Credit of :
2 days	2 days	2 days
3 days	2 days	Difference between 3 & 1 day
4 days	1.5 day	Difference between 4 & 2x 1 day
5 days	1 day	Difference between 5 & 3x 1 day
6 days	1 day	Difference between 6 & 4x 1 day
7 days	0.5 day	Difference between 7 & 5x 1 day
8 days	0.5 day	Difference between 8 & 6x 1 day

**3 DAYS OF FULL INTERRUPTION OF THE SKI LIFTS**

Lift Pass Purchased :	Extension of :	Credit of :
2 days	2 days	2 days
3 days	3 days	3 days
4 days	2.5 days	Difference between 4 et 1 jour
5 days	2.5 days	Difference between 5 et 2x 1 jour
6 days	2 days	Difference between 6 et 3x 1 jour
7 days	2 days	Difference between 7 et 4x 1 jour
8 days	1.5 days	Difference between 8 et 5x 1 jour

**4 DAYS OF FULL INTERRUPTION OF THE SKI LIFTS**

Lift Pass Purchased :	Credit of :	Credit of :
2 days	2 days	2 days
3 days	3 days	3 days
4 days	4 days	4 days
5 days	4 days	Difference between 5 & 1 day
6 days	3 days	Difference between 6 & 2x 1 day
7 days	3 days	Difference between 7 & 3x 1 day
8 days	2.5 days	Difference between 8 & 4x 1 day



## VIII. PRICE REDUCTIONS RELATED TO THE CUSTOMERS AGE

### 1. DEFINITION OF AGE CATEGORIES

Obtaining free or age-related price reduction implies the mandatory presentation of proof of identity.

- a. ALL DURATION SKI PASSES EXCEPT SEASON PASSES? THE AGE OF THE USER SHALL BE DEEMED TO BE THAT ON THE DATE OF THE FIRST DAY OF VILIDITY OF THE PASS PURCHASED, WITHOUT EXCEPTION, ACCORDING TO THE TABLE BELOW:

- Young children* <sup>(1)</sup> :	Under 5 years
- Children:	5 to 15 years
- Young adults:	16 to 25 years
- Adults:	26 to 64 years
- Seniors:	65 to 74 years
- Super Seniors:	75 years plus

- b. PRICES RELATED TO THE AGE CATEGORIES

Châtel Liberté Lift Pass:

- Young children* <sup>(1)</sup> :	Free
- Children:	25.00% off the adult price
- Young adults:	10.00 % off the adult price
- Adults:	<i>Normal price</i>
- Seniors:	10.00 % off the adult price
- Super Seniors:	60% off the full adult day price, purchase at the ticket office only. Season pass: €200, purchase at the ticket office only.

Portes du Soleil Lift Pass :

- Young children* <sup>(1)</sup> :	Free
- Children:	25.00% off the adult price
- Young adults:	10.00 % off the adult price
- Adults:	<i>Normal price</i>
- Seniors:	10.00 % off the adult price
- Super Seniors:	60% off the full adult day price, purchase at the ticket office only. Season pass: €260, purchase at the ticket office only.

\*<sup>(1)</sup> Free lift pass on the ski lift installations on condition that they are accompanied by at least one adult in possession of a valid lift pass. They must get a free ticket, delivered to the ticket office.

- c. SEASON PASS, THE AGE OF THE USER IS ASSESSED ACCORDING TO THE CALENDAR YEAR OF BIRTH AND UPON PRESENTAION OF PROOF, ACCORDING TO THE TABLE BELOW:

- Young Children – 5 years: (born from 2019)
- Children: From 5 - 15 years (born between 2008 & 2018)
- Young adults: From 16 - 25 years (born between 1998 & 2007)
- Adults: From 26 - 64 years (born between 1959 & 1997)
- Seniors: From 65 - 74 years (born between 1949 & le 1958)
- Super Seniors: From 75 years (born before 1949)

## IX. PRICE REDUCTION RELATED TO THE TYPE OF CUSTOMER

Reductions in price related to type of customer cannot be accumulated.

### 1. FAMILIES

#### a. FAMILIES IN THE « CHÂTEL LIBERTÉ » SKI AREA

Families are entitled to a reduction of 10% on the individual public price (except on reduced prices

The « Family » rate is based on the following criteria:

- Minimum of 4 paid ski passes
- For the same period of validity - 5 hours, 1 day, 2 and 3 days
- Issued simultaneously (one payment only).
- For the benefit of the same family, including a maximum of 2 adults or seniors, and at least 2 children/ young adults (parents / children - grandparents / grandchildren – blended families...).

b. FAMILIES IN THE « PORTES DU SOLEIL » SKI AREA

Families are entitled to a reduction of 10% on the individual public price (except on reduced prices).

The Portes du Soleil « Family » rate is based on 5-hour, 1 day, 2- and 3-day lift passes on sale only at the ticket offices in accordance with the following criteria:

- Minimum of 4 ski passes, of which are 2 adults/ seniors maximum et 2 children/young adults.
- Maximum of 2 generations.
- For the same period of validity.
- Issued simultaneously (one payment only).

c. « LES TRIBUS » IN THE « CHÂTEL LIBERTÉ » AND « PORTES DU SOLEIL » SKI AREAS

Discount of 10% on the purchase of a minimum of 4 ski passes of the same duration and validity (4 days minimum) - Without obligation of kinship or age restriction. One payment for the transaction, on sale at the ticket office and online: [www.skipass-chatel.com](http://www.skipass-chatel.com)

2. GROUPS

Groups are entitled to a reduction on the individual public price (except season lift passes) for Châtel Liberté and Portes du Soleil lift passes (only online [skipass-chatel.com](http://skipass-chatel.com)): discounts are dependent on the number of people making up the group:

a. REDUCTIONS

- ✓ Reductions valid in the Châtel Liberté and Portes du Soleil ski areas :
  - Group comprising a minimum of 13 persons to a maximum of 49 persons: 10 %
  - Group comprising a minimum of 50 persons to a maximum of 99 persons: 15 %
  - Group comprising a minimum of 100 persons to a maximum of 199 persons: 20%
- ✓ Reduction valid in the Châtel Liberté ski area:
  - Group comprising more than 200 persons: 25 %
- ✓ Reduction valid in the Portes du Soleil ski area:
  - Group comprising more than 200 persons: 20%

b. CONDITIONS FOR OBTAINING « GROUP » RATES

A group is a performed group of participants, homogeneous and structured, constituted in a circumstantial manner for the common purpose of making a trip, a holiday or an excursion.

They must be represented by a single manager, appointed by the other members of the group.

It must consist of at least 13 persons subscribing to subscriptions of the same duration and validity. Proof linked to the age of the users must be provided (list of participants, including details of - surname, first name and date of birth for each person).

Only one payment will be accepted for the whole service.

c. OTHER ADVANTAGES RELATED TO THE « GROUP » RATE.

- "Châtel Liberté Groups" lift pass: One free pass granted for every 20 lift passes purchased
- "Portes du Soleil Groups" lift pass: One free pass granted for every 30 lift passes purchased

X. SPECIFIC BENEFITS FOR CERTAIN TYPES OF CUSTOMERS VANTAGES PROPRES À CERTAINES CATÉGORIES D'USAGERS

Certain types of customers are entitled to specific benefits.

The benefits granted are exclusive of all others.

Where they are fixed as a percentage, the benefits are applied based on the full public prices.

## 1. THE DISABLED

Disabled skiers are entitled to the following price benefits:

Disabled non-skiers are not entitled to special benefits.

On presentation of :	Reduced Rate
Disabled persons card (invalidity only) Accompanied by 1 person if necessary.	50% All valid, except season passes
foreign disability card indicating the need for an accompanying person	50% All valid, except season passes
Any other disability card (priority) or foreign cards not mentioning the need for an accompanying person	20% All valid, except season passes

## XI. TRADE PROMOTION DISCOUNTS

Price reductions related to different types of customers, cannot be combined with commercial promotions.

All these offers are subject to the presentation of proof of the skier's age and a recent and recognizable photo of identity for season packages (the photo will be kept by the Operator in its ticketing computer system to facilitate any reloads or reissues of the Title unless the customer objects).

### 1. « EARLY BOOKING PORTES DU SOLEIL » RATES FROM 5 - 15 DAYS UNIQUELY FOR SALES ONLINE [WWW.SKIPASS-CHATEL.COM](http://WWW.SKIPASS-CHATEL.COM)

- 15% off Portes du Soleil ski passes except during school holidays (from 09.01.24 to 09.02.24 & from 12.03.24 to the end of the season) bought online between 30 June & 15 November 2023.

These discounts only apply to full rates, they cannot be combined with family, group, or pass-group rates, or any other reduction.

### 2. « PORTES DU SOLEIL » PRE-SALE SEASON SKI PASS RATES AVAILABLE AT THE TICKET OFFICE OR ONLINE [WWW.SKIPASS-CHATEL.COM](http://WWW.SKIPASS-CHATEL.COM)

- Individual « Portes du Soleil » season passes bought between 30 March and 30 September 2023 inclusive.
  - o Adult : 912 €
  - o Senior : 821 €
- Individual « Portes du Soleil » season passes bought between 01 October and 15 November 2023 inclusive.
  - o Adult : 1027 €
  - o Senior : 924 €
  - o For young adults under 26 years (born after 1998):
    - 448€ bought between 30 March and 30 September 2023
    - 530 € bought between 01 October and 15 November 2023
  - o Childrens ski pass – 12 years (born after 2012):
    - Free with any purchase of an adult parent Portes du Soleil season pass (direct parentage) before 15 November 2023.

## DISCOUNT ON LIFT PASSES PURCHASED ONLINE AT WWW.SKIPASS-CHATEL.COM

- 6% on individual lift passes (from 5 hours – 15days), and Tribus (from 4 days - 15 days)

### 3. RATES FOR « EARLY BOOKING CHÂTEL ESPACE LIBERTÉ » FROM 5 - 6 DAYS FOR SALE UNIQUELY ONLINE WWW.SKIPASS-CHATEL.COM

- 15% on ski passes Châtel Liberté out of school holiday period (09.01.24 to 09.02.24 and 12.03.24 to the end of the season) available online between 30 June and 15 November 2023.

These discounts (individual lift passes) apply only on full rates. they do not combine with family rates, groups, pass-groups, or any other discount.

### 4. PRE-SALE RATES CHÂTEL “ESPACE LIBERTÉ” PACKAGES AVAILABLE AT THE TICKET OFFICE AND ONLINE WWW.SKIPASS-CHATEL.COMARIFS

(Named ski pass -a photo and proof of date of birth of the holder is mandatory):

- 30% on Châtel « Espace Liberté » season lift passes bought between 30 March and 30 September 2023 inclusive.
- 25% on Châtel « Espace Liberté » season lift passes bought between 01 October and 15 November 2023.

### 5. DISCOUNTS FOR CHÂTEL « ESPACE LIBERTÉ » LIFT PASSES BOUGHT ONLINE WWW.SKIPASS-CHATEL.COM

Discount of 6 - 7 % minimum on individual ski passes at the public rate (5 hours – 6 days).

## XII. METHODS OF PAYMENT

The following methods of payment are accepted by « The Company »:

- Bank cheque in €, from a French bank account and made out to: SAEM Sports et Tourisme de Châtel. Proof of identity will be required for all payments of more than 15 €.
- Bank Card
- Chèque vacances issued by ANCV on presentation of proof of identity.
- Cash
  - up to a maximum of 10,000.00 euros in the case of a non-trading individual not taxed in France and after the recording by « The Company » of proof of identity and domicile. (Décret n° 2015-741 du 24 juin 2015 Article L112-8 of the Monetary and Financial Code)
  - up to a maximum of 1,000.00 € in the case of a non-trading individual tax domiciled in France
  - up to a maximum of 1,000.00 € - in the case of a non-trading individual not taxed in France and after the recording by « The Company » of proof of identity and domicile. (Décret n° 2015-741 du 24 juin 2015 Article L112-8 of the Monetary and Financial Code)

As a security measure, payments in cash can only be made for purchases at a sales outlet and not for distance purchases of lift passes (mail-order selling, online selling, etc.).

Each lift pass issued shall be accompanied by a sales document stating the nature of the ticket, its date of validity and its unique number.

### 1. RESALE OF LIFT PASSES

Any trade, exchanges, bartering or resale of tickets, for all or a part of the availability is strictly prohibited except where permission is given by the operator by contractual provision.

If an offence is committed, legal action may be taken against offenders.

## XIII. BREACH OF LIFT PASS CLAUSES

In the event of non-compliance with the policy regulations or these general conditions of sale and use, the lift pass may be withdrawn for evidential purposes.



Depending on the seriousness of the breach committed, it may result in the payment of a lump sum in compensation increased where applicable by the administrative costs or in legal proceedings and the payment of damages.

### 1. INSPECTION

The lift pass must be presented at every inspection.

The absence of a ticket or the use of an irregular ticket is punishable by a penalty charge equal to 5 times the price of the one-day lift pass in the category concerned (Châtel or Portes du Soleil).

Where applicable, it shall be increased by administrative costs, the sum of which is fixed by the regulation in force.

The counterfeiting of a ticket or the use of a counterfeit ticket is punishable by criminal proceedings and damages.

In all the above-mentioned cases, lift passes may be withdrawn for evidential purposes and /or to return them to their owner.

### 2. WRONG SKI LIFT DOMAIN

A customer having bought a sectorial ski-pass, finding himself inadvertently on another ski domain within the Portes du Soleil, will be offered a ski pass of said sectorial area for a duration of two hours, at a reduced price, which will allow them to visit the said domain, and to take back a connecting lift at the end of these two hours to return to the initially chosen area (sectorial lift pass).

### 3. PENALTY CHARGE

Châtel Ski Pass « Espace Liberté » :	260 €
Portes du Soleil Ski Pass :	340 €



#### XIV. GENERAL TERMS AND CONDITIONS OF ONLINE SALES FOR WINTER 2023

« The Company » offers its customers an online lift pass sales system that enables everyone to make their winter holiday choices, view lift pass details and prices and pay for lift passes 24 hours a day!

To buy lift passes online the customer must use the Internet address (URL) of the server shared by « the Company » and Châtel Tourist Office, found on the Web at the following address: <http://www.skipass-chatel.com>.

The online sale of lift passes is governed by the following arrangement:

##### **Article 1 - Lift Pass Prices**

To the exclusion of all other categories or types of lift passes, the online sale concerns only those prices explicitly and restrictively authorised by « The Company » to be sold by electronic means.

The lift pass prices shown are in euros including all taxes with the VAT applied at the date of purchase. They may change during the season in the case of changes to the French financial law. They are contractually binding.

The duration of the lift pass and the ski area covered by its account for the different ticket prices. These terms and conditions are applicable in addition to the General Terms and Conditions of Sale displayed on site (at the ticket offices) and which can be downloaded from <http://www.chatel.com>.

Public rates (individuals or families) of 5 and 6 consecutive days (Liberté area only) include one entry to Forme D'O during the pass validity. The associated sale result in the delivery of one ticket including the ski pass and the linked product (1 entry to all spaces for people aged 16 years old and above and to the aquatic area only for people under 16 years old).

##### **Article 2 - Terms and Conditions of the use of Ski Passes:**

The tickets issued are strictly personal; they are non-assignable and non-transferable.

The validity of the ticket is not marked on the card but on the Internet order summary. They entitle the holder unlimited circulation of the ski area and the operating ski lifts for the validity of the lift pass.

The user must be in possession of their lift pass throughout the journey from the departure point to the arrival point of the ski lift.

In accordance with the legislation in force (Law 85-1407 of 30th December 1985), the absence of a ticket or the use of an irregular ticket is punishable by a penalty charge equal to 5 times the price of the one-day lift pass of the category concerned (Châtel Liberté or Portes du Soleil). Where applicable, it shall be increased by administrative costs, the sum of which is fixed by the regulation in force.

Children less than 5 years of age travel free of charge; they must be accompanied by an adult.

**Attention!** For passes from 5 hours to 15 days, if you start your ski day in a Swiss Portes du Soleil resort, your pass purchase must be made at the ticket offices of the 5 Swiss "Portes du Soleil" resorts or on the sales sites, following online:

- [www.skipass-pds-ch.ch](http://www.skipass-pds-ch.ch)
- [www.torgon.esecure.ch](http://www.torgon.esecure.ch)

Holders of passes from 5 hours to 15 days purchased in France must start their day of skiing from a French resort in the Portes du Soleil.

##### **Article 3 - Lost or Theft of Lift Passes:**

In case of loss or theft, a duplicate lift pass can be issued for the remaining period of validity, not including the day that the loss or theft is reported, upon presentation of the proof of order mentioning the Internet number, and for 3€ for the replacement of the support hands-free card.

##### **Article 4 - Compensation in the event that the resort does not open:**

If more than 50% of the installations do not operate because of bad weather conditions for the **whole** duration of the lift passes ordered, « The Company » has put in place a compensation system in the form of exchange vouchers redeemable during the same season or the following season.

##### **Article 5 - Force Majure - 2023/2024 Season Passes – Compensation Conditions :**

Force majeure is meant any unforeseeable, unavoidable, and external event, independent of the will of the parties, such as those usually retained by the case law of French courts and tribunals, and without this list being exhaustive, administrative closure related to a pandemic, government or legal restrictions, legal or regulatory changes preventing the parties from continuing their activities, telecommunications blockages.

If all ski lifts are interrupted due to a case of force majeure resulting in suspension of the contract for more than 15 consecutive days, the 2023/2024 winter season passes may be subject to:

- A credit used on [www.skipass-chatel.com](http://www.skipass-chatel.com)), corresponding to the number of closed weeks multiplied by the price of the Season pass reduced to the number of opening weeks initially planned deducted from a waiting day at the base rate in force.
- a postponement for the following season.

**Article 6 – Compensation in the event of illness, accident, or for personal reasons:**

No reimbursement of tickets shall be made for accident, illness, or any other personal cause regardless of the duration of the lift pass. An insurance service is available to cover this risk: see article 7.

**Article 7 – Ski Insurance and Cancellation:**

Snow Risk insurance, available per day, is nominative. It is available for duration of 1 day to 21 days maximum. It is generally taken out at the time of purchase of the ski lift passes. In this case, the duration of the insurance must be identical to that of the ski lift pass.

In the case that an insurance policy is taken out during the period of validity of a ski lift pass, the insurance and the lift pass must end on the same day.

Note that the date stated on the ticket receipt refers to the current season and the date that the insurance was purchased. It does not state the exact number of days of the insurance.

The proof of sale does not indicate the number of insurance days subscribed but refers to the current season and the date of purchase of the insurance.

The insurance guarantees are determined by the date of purchase of the insurance and by the number of days for which it was purchased, except for the insurance taken out when buying packages online or pre-season.

Insurance guarantee details are available on request at ticket offices and at [www.snowrisk.fr](http://www.snowrisk.fr). It is proposed by MONDIAL ASSISTANCE acting under the brand name GRITCHEN AFFINITY. The period of insurance is the same as the period of validity of the ticket.

**Attention!** Remember to bring your order summary with you on holiday. If required, it will provide proof of purchase of insurance and will be essential in the event of an accident.

Details on [www.snowrisk.fr](http://www.snowrisk.fr).

**Article 8 - Right of Cancellation:**

In application of the article L121-21 of the consumption code, the customer has 14 days from the date of payment of their order to exercise their right of retraction without having to prove motives, nor pay any fines, by sending a letter by mail, registered with acknowledgment of reception to « The Company ».

The refund procedure begins within 14 days of date in which « The Company » is informed about the retraction, this can be postponed until the date of reception of the hands-free cards and exchange coupons if the order included these articles, or on the date in which the consumer supplies proof of expedition of the articles.

**Article 9 – Hands Free - Rechargeable card:**

Lift passes purchased online are compulsorily programmed on "Internet Hands-Free"-type rechargeable cards which provide access to the installations without the user having to insert the card at the lift gates.

For the new customers who do not possess a Hands-Free rechargeable card with an Internet or WTP number, emitted in one of the Portes du Soleil ski resort, it is sold online at the price of 3€.

For environmental reasons, recycling boxes for the cards that customers do not use anymore, are available at all the ticket offices and in various places throughout the resort.

**Article 10 – Promotional Offers:**

Price reductions linked to the age and type of user do not combine with promotional offers. All these offers are



subject to the presentation of proof of the skier's age and a photo ID for season passes.

1. « EARLY BOOKING PORTES DU SOLEIL » RATES FROM 5 TO 15 DAYS PURCHASED UNIQUELY ONLINE WWW.SKIPASS-CHATEL.COM

- 15% Portes du Soleil ski passes except during French school holidays (from 09.01.24 to 09.02.24 and 12.03.24 until the end of season) purchased online from 30 June - 15 November 2023.

These discounts (individual lift pass) apply only on full rates, they do not cumulate with family rates, groups, pass-groups, or any other discount.

2. PRE-SEASON « PORTES DU SOLEIL » SEASON PASS RATES FOR SALE AT THE TICKET OFFICE OR ONLINE WWW.SKIPASS-CHATEL.COM

Pre-season Offer (nominative lift pass – photo and proof of date of birth is mandatory):

- Individual « Portes du Soleil » season passes bought between 30 March and 30 September 2023 inclusive.
  - o Adult : 912 €
  - o Senior : 821 €
- Individual « Portes du Soleil » season passes bought between 01 October and 15 November 2023 inclusive.
  - o Adult : 1027 €
  - o Senior : 924 €
  - o For young adults under 26 years (born after 1998):
    - 448€ bought between 30 March and 30 September 2023
    - 530 € acheté entre le 1<sup>er</sup> octobre et le 15 novembre 2023
  - o Children less than 12 years (born after 01 January 2012) season ski lift pass:
    - Free of charge when the parent buys an adult season pass at the same time before 15 November 2023.

3. « EARLY BOOKING CHÂTEL ESPACE LIBERTÉ » RATES FROM 5 - 6 DAYS PURCHASED UNIQUELY ONLINE WWW.SKIPASS-CHATEL.COM

- 15% Châtel Liberté ski passes except during French school holidays (from 09.01.24 to 09.02.24 and 12.03.24 until the end of season) purchased online from 30 June - 15 November 2023.

These discounts (individual lift pass) apply only on full rates, they do not cumulate with family rates, groups, pass-groups, or any other discount.

4. PRE-SEASON CHÂTEL « ESPACE LIBERTÉ » SEASON PASS AVAILABLE AT THE TICKET OFFICE OR ONLINE WWW.SKIPASS-CHATEL.COM

(Nominative lift pass – photo and proof of date of birth is mandatory):

- 30% Châtel « Espace Liberté » individual season pass bought between 30 March and 30 September 2023 inclusive.
- 25% Châtel « Espace Liberté » individual season pass bought between 01 October and 15 November 2023 inclusive.

5. DISCOUNT ON CHÂTEL « ESPACE LIBERTÉ » LIFT PASSES BOUGHT ONLINE WWW.SKIPASS-CHATEL.COM

Discount of 6 - 7 % minimum on individual ski passes at the public rate (5 hours – 6 days).

**Article 11 - Loyalty:**

To join the loyalty system "My Club Portes du Soleil" and to get information, you simply need to have a rechargeable hands-free card available at the ticket office for 3€ and then log on to the website: <http://en.portesdusoleil.com/prices/my-club-portes-du-soleil> and register within 14 days of your purchase.

**Article 12 – « Family » rate exclusively Espace Liberté:**

For the simultaneous online purchase of at least 4 Châtel Liberté lift passes of the same duration (excluding special rates and season packages), « The Company » offers buyers a 10% discount. This tariff applies only to members of



the same family - For the benefit of members of the same family, comprising a maximum of 2 adults or seniors and at least two children and/or young adults (parents/children - grandparents/grandchildren - blended families, etc.). All orders at the "family rate" require proof (downloaded).

### **Article 13 – Ordering and execution of the order:**

1. For the first order (the customer does not have a hands-free card with an "Internet" or "WTP" number) The customer directly accesses the different catalogues of packages (domains, individuals, family, etc.), then completes the different computer fields according to the progress of the site. (See details in the "I Ask" document available on the home page of the online sales site). As soon as the payment of the order is confirmed, the cashier will reload the card according to the customer's wishes, it will be delivered ready to use. The ski pass will be activated when passing through the first ski lift gate of the chosen domain (according to dates and the validities validated during the order).

2. The customer already has a rechargeable "hands-free" card with an "Internet" or "WTP" number Il peut alors recharger lui-même le forfait désiré à l'aide du numéro Internet ou WTP qu'il saisira en s'identifiant. Le rechargement devra s'effectuer au moins 1 heure avant son utilisation. Le client devra éditer un reçu rappelant les caractéristiques du produit acheté qui pourra être utile en cas de contrôle ou d'accident (pour les forfaits avec assurance). Le jour de l'utilisation du forfait, le client devra se présenter devant l'une des bornes de contrôle, implantées au départ de chaque remontée mécanique du domaine skiable de Châtel, au passage de laquelle la validation du forfait s'effectuera automatiquement. Lors du passage sur une remontée équipée de contrôle, les caractéristiques du forfait apparaîtront sur l'écran de contrôle.

À l'issue du processus de commande, la Société confirme la commande par un email adressé à l'acheteur dans sa boîte aux lettres électronique qui mentionne :

- L'identifiant commerçant,
- La date de transaction,
- La référence de transaction,
- Les coordonnées du client : Nom, Prénom, Adresse, Code Postal, Ville, Email, Téléphone
- Le détail de la commande
- Le lieu de retrait des forfaits avec ses horaires d'ouverture au public, pour une première commande

Les données enregistrées par la Société constituent la preuve de la nature, du contenu et de la date de la commande. Celle-ci est archivée par « la Société ». Le client peut accéder à cet archivage en contactant le service commercial.

Le paiement est exigible à la validation de la commande, laquelle ne sera traitée qu'après confirmation définitive de la provision au crédit du compte de l'exploitant.

### **Article 14 – Secure Payment:**

Payment for the order is immediate. Payment is fully secure and can be made solely by bank card. The cards accepted on the website are Carte Bleue, Visa, and MasterCard.

For this type of transaction, the Châtel ski lift company uses "SP PLUS", an e-transaction telepayment platform from Caisse d'Epargne. This service includes the SSL universal standard of encryption and uses the "3D Secure" mode for payments' authentication. The confidential data is encrypted for transmission and does not pass via our servers, ensuring that your data remains totally confidential. The data recorded by the " SP PLUS " payment system from Caisse d'Epargne, which is open 24 hours a day, 7 days a week, constitute proof that the financial transactions have taken place. The refusal of the purchaser's bank to debit the purchaser's bank account shall result in the order process being cancelled.

### **Article 15 – Delivery of lift passes (excluding top-ups):**

**PICK-UP AT AN AUTOMATIC KIOSK (NOT CHARGING):** Lift passes are available 24/7 at all pick-up kiosks located near the ticket offices and in the Chatel Tourisme lobby. To withdraw the ski pass, the buyer must be in possession of the order number or QR code that they received with the confirmation of their order. The withdrawal of the ticket/s makes the sale final.

### **Article 16 - Photographs:**

For all orders of lift passes valid for more than 8 days (including season lift passes), the purchaser's photograph must be included on the hands-free card (follow the instructions: click on browse (your photos) etc).



**Article 17 – Customer Relations:**

For any information or complaint, the customer can send a request by clicking on the links at the bottom of the homepage of the online sales site [www.skipass-chatel.com](http://www.skipass-chatel.com).

**Article 18 – Data Confidentiality :**

The personal information provided by the customer when purchasing lift passes shall not be passed on to any third party; unless the customer expressly objects, it shall be included in « The Company » 's customer file, the objective of which is to make up a ticket and consumption-tracking database. In accordance with Law 78-17 of 6th January 1978, the customer has the right to access and correct information held about them at any time. To exercise this right, the customer simply must contact «The Company».

**Article 19 – Intellectual property rights :**

The placing of hyperlinks to the pages of the website <http://www.skipass-chatel.com> used for the online sale of passes for the use of the ski lifts in the Liberté and Portes du Soleil domains without the express authorisation of «The Company», is strictly prohibited.

**Article 20 – Applicable law and disputes**

This contract is subject to French law. The contractual information is presented in French. Before any legal dispute, the parties undertake to resort to a conciliation procedure. In case of legal disputes, only the courts of jurisdiction of the Court of Thonon-les-Bains will be competent.

These conditions are supplemented by the "general conditions of sale and use of tickets" available for consultation in all the sales points of the station and downloadable on <http://www.chatel.com>.

Website: [www.skipass-chatel.com](http://www.skipass-chatel.com) hosted by E-LIBERTY SERVICES SAS

23, avenue du Léman - PO Box 413 - Savoie Techno Lake - 71372 Le Bourget du Lac cedex.

The General Director,  
Mr Bernard HUGON



**ANNEX TO THE GENERAL SALES CONDITIONS**

Tickets not used during the current season, are not reimbursed neither replaced.  
 Passing through the terminal of an activity shall result in one day of the lift pass being used for that activity.

**1. THE DIFFÉRENT CARDS**

Lift passes valid for less than 4 days are issued on Hands-Free single use cards which are free from « The Company » or alternatively on Hands-Free rechargeable cards, allowing them to be recharged online in adhesion to the «MY CLUB PORTES DU SOLEIL» loyalty system on our online sales site for an additional fee of 3€.

Lift passes valid for 4 days and more are issued on Hands-Free rechargeable cards, sold at a rate of 3€ if the customer does not already have one.

Multi pass lift passes are published on a Hands-Free Multi pass cards, sold at the additional cost of 1,50€.

Days not used during the period of validity marked on the lift pass are not reimbursed.  
 Passing through the terminal of an activity shall result in one day of the lift pass being used for that activity.

**2. SPECIFIC ARRANGEMENTS RELATED TO THE STOPPING OF THE INSTALLATIONS**

The management reserves the right to examine each case and compensate customers on a pro rata basis of what they have consumed at the end of the period of validity of the lift pass.

**3. PRICE REDUCTION RELATED TO CUSTOMERS AGE ON THE DATE THE TICKET STARTS**

L Obtaining the age-related tariff reduction implies the presentation of proof of identity. Children and young adults under the age of 26 and seniors over 65 years of age will have to justify their age.

Category	Age	Price Reduction	
		Châtel « Espace Liberté »	Domain « Portes du Soleil »
Young Children	Under 5 years	Free	Free
Enfants	5 - 15 years inclusive	25%	25%
Jeunes	16 - 25 years inclusive	-	10%
Adultes	26 - 64 years inclusive	-	-
Sénior	65 à 74 years inclusive	-	10%
Super séniors	From 75 ans	-	10%

Price reductions related to the type of customer cannot be accumulated.

**1. PRICE REDUCTION RELATED TO NUMBER OF USERS (GROUPS)**

LThe price reductions linked to the number of users is not cumulative.

Lift passes excluding season passes:

Customer Category	Remises tarifaires		
	Châtel « Espace Liberté » 1 passage or Ascent/Return	Fantasticable	Portes du Soleil VTT
<b>Families</b> (minimum 2 adultes + 1 enfant) paying tickets only	10%	-	-
<b>Groups of 13 - 29</b> people	10%	10%	10%
<b>Groups of 30 - 50</b> people	10%	15%	15%
<b>Groups of 50 or more</b> people	10%	20%	20%

## 2. REDUCTIONS FOR THE DISABLED

When a disabled person needs to be accompanied and only in this case:

User Category	Price Reductio on the Bobsled
Disabled Person	50%
One accompanying person if necessary	50%

## 3. REDUCTIONS FOR STATE QUALIFIED INSTRUCTORS (MID MOUNTAIN, MOUNTAIN BIKING, PARAGLIDING)

They benefit from 50% discount (except on the Fantasticable and Multi pass rates).

## 4. RULES FOR COMPENSATION OF « PORTES DU SOLEIL » LIFT PASSES IN THE EVENT OF CLOSURE OF SKI LIFT INSTALLATIONS

If more than 35% of the installations covered by the ticket do not operate because of bad weather conditions for the whole of the period of validity of the lift passes ordered, « The Company » has put in place a compensation system.

## 5. VIOLATIONS OF THE LIFT CLAUSES SUMMER SEASON 2023

### a. IPENALTY CHARGE IN THE EVENT OF FRAUDULANT USE

Portes du Soleil Season Pass : 185 €  
Multipass Portes du Soleil : 65 €

### b. CONDITIONS GENERAL TREMS AND CONDITIONS OF THE SALE OF THE « PORTES DU SOLEIL » MULTIPASS The terms and conditions of sale of the Multipass are the subject of an appended document.

The General Director,  
Bernard HUGON



SAEM Sports et Tourisme



**CHÂTEL**  
Portes du Soleil

1431, route de Vannes  
74390 CHÂTEL

## XVI. GENERAL TERMS AND CONDITIONS OF ONLINE SALES FOR SUMMER 2023

The Châtel ski lift company offers its customers an online lift pass sales system that enables everyone to make their summer holiday choices, view lift pass details and prices and pay for lift passes 24 hours a day 7 days a week!

### **Article 1 – General:**

The validation of an online order done on this website: [www.skipass-chatel.com](http://www.skipass-chatel.com) implies the adhesion of this person (from here onward referred to as the customer) to special online conditions.

If any provision were to default, it will be regarded by the rules governed by the procedures, in force, in the online sales sector for companies with offices in France.

Pursuant to Article 1369-4 of the Civil Code, all of these conditions are available to customers, who are allowed to download and print them.

Contractual information is presented in French.

### **Article 2 – Hands Free – Rechargeable Card:**

Lift passes purchased online are compulsorily programmed on "Internet Hands-Free"- rechargeable cards which provide access to the installations without the user having to insert the card at the lift gates.

For the new customers who do not possess a Hands-Free rechargeable card with an Internet or WTP number, emitted in one of the Portes du Soleil ski resort, it is sold online at the price of 3€ when ordering all passes.

### **Article 3 – Loyalty Scheme - « Bonus » Points:**

To join the loyalty system "My Club Portes du Soleil" and to get information, simply log on to the website: <http://en.portesdusoleil.com/prices/my-club-portes-du-soleil> and register within 14 days of your purchase.

### **Article 4 - Products:**

Online purchasing allows the customer to buy a rechargeable card with which they can register and recharge a lift pass on.

The lift pass is programmed onto the card and a receipt is sent by email at the time of purchase or after the recharging has taken place online.

NOTE: To benefit from the "loss or stolen lift pass" procedure defined in article 8 of this document, the customer must bring a printed copy of their receipt.

The different characteristics of the online lift passes (duration, area...) are presented in a price table which can be viewed on the webpage.

### **Article 5 – Lift pass prices:**

To the exclusion of all other categories or types of lift passes, the online sale concerns only those prices explicitly and restrictively authorised by the Châtel ski lift company to be sold by electronic means.

The lift pass prices shown are in euros including all taxes with the VAT applied at the date of purchase. They may change during the season in the case of changes to the French financial law. They are contractually binding.

The duration and the area differentiates the price difference of each lift pass. The present conditions are in accordance with the General Terms and Condition of Individual Sales at any ticket office and available to download online [www.skipass-chatel.com](http://www.skipass-chatel.com)

### **Article 6 - Conditions d'utilisation des forfaits :**

The tickets issued are strictly personal; they are non-assignable and non-transferable.

The validity of the tickets is not marked on the cards but on the Internet order summary. They entitle the holder unlimited circulation of the lift area and the operating ski lifts for the validity of lift pass.

The user must be in possession of their lift pass throughout the journey from the departure point to the arrival point of the ski lift.

In accordance with the legislation in force (Law 85-1407 of 30th December 1985), the absence of a ticket or the use of an irregular ticket is punishable by a penalty charge equal to 5 times the price of the one-day lift pass of the category concerned Châtel area or Portes du Soleil). Where applicable, it shall be increased by administrative costs, the sum of which is fixed by the regulation in force.

Children less than 5 years of age travel free of charge; they must be accompanied by an adult.

**Article 7 – Loss or Theft of Lift pass:**

In the event of loss or theft, a duplicate valid for the remaining period of validity not including the day on which the loss or theft is reported can be issued only in the case of lift passes on hands-free cards, on presentation of proof of the order stating the Internet number and subject to the payment of 3€ for the replacement rechargeable hands-free card if the customer does not possess another one.

**Article 8 – Compensation if the resort does not open:**

If more than 50% of the installations do not operate because of bad weather conditions for the whole duration of the lift passes ordered, the Châtel ski lift company has put in place a compensation system in the form of exchange vouchers redeemable during the same season or the following season.

**Article 9 – Compensation in the event of illness or accident for personal reason:**

No reimbursement of tickets shall be made for accident, illness, or any other personal cause regardless of the duration of the lift pass.

**Article 10 – Right to Cancel:**

In application of the article L121-21 of the consumption code, the customer has a 14-day delay from the payment date of his order to exercise his right of retraction without having to prove motives, nor pay any fines, by sending a letter by mail, registered with acknowledgment of reception to la SAEM Sports et tourisme – Service Ventes – 1431, route de Vannes – 74390 CHÂTEL.

The refund procedure begins within 14 days of the date in which the SAEM Sports et Tourisme is informed about the retraction: this can be postponed until the date of reception of the hands-free cards and exchange coupons if the order included these articles, or on the date in which the consumer supplies proof of expedition of the articles.

**Article 11 – Ordering and execution of the order:**

1. For the first order (the customer does not have a « Hands Free » card with an «Internet" or "WTP» number).
  - a. The customer can purchase a single « Hands Free » card at a price of 3€ and no application fees. This card will be addressed to them in a prepaid envelope at the priority rate (in force at the time of the order) and at their expense. As soon as they receive their card, they can reload it as they wish according to the instructions detailed in 2°) below.
  - b. The customer places an order online directly and at the time of purchasing adds the «Hands Free» card to the order. The staff will program the card according to the wishes of the customer. It will then be delivered to them ready to use. The lift pass will be activated when passing through the first lift gate of the chosen domain (according to dates and the validities validated during the order).
2. The customer already has a « Hands Free » card with an Internet or WTP number. He can then reload the desired package himself using the Internet number or WTP which he will enter by logging in. Reloading must be done at least 1 hour before use. The customer must issue a receipt reminding the characteristics of the purchased product which may be useful in case of control or accident (for packages with insurance). On the day of use of the ski pass, the customer must present himself in front of one of the check points, located at the departure of each lift in the ski area, at the passage of which the validation of the pass will be carried out automatically. When switching to a lift equipped with control, the features of the package will appear on the control screen. On other installations, the inspection will be carried out with the help of the receipt that the customer will have published when ordering.

On completion of the ordering process, « The Company » Société des Remontées Mécaniques de Châtel shall confirm the order in an e-mail that states:

- The merchant's identity,
- The date of the transaction,
- The transaction reference,
- The customer's contact details: Surname, first name, address, post code, town, Email and telephone number.
- The details of the order, collection point of the lift passes including opening hours to the public, in the case of a first order,

The information recorded by « The Company » Remontées Mécaniques de Châtel shall constitute proof of the nature, content, and date of the order. The order shall be archived by « The Company » Remontées Mécaniques de Châtel. The customer can access this archived information by contacting the Customer Relations department.

Payment is due at the time of the order's validation, which shall not be processed until after definitive confirmation that the payment has been credited to the operator's bank account.

#### **Article 13 – Secure Payment:**

Payment for the order is immediate. Payment is fully secure and can be made solely by bank card. The cards accepted on the website are Carte Bleue, Visa, and MasterCard.

For this type of transaction, « The Company » Remontées Mécaniques de Châtel uses « SP PLUS », an e-transaction telepayment platform from Caisse d'Épargne.

This service includes the SSL universal standard of encryption and uses the « 3D SECURE » mode for payment authentication. The confidential data are encrypted for transmission and do not pass via our servers, ensuring that your data remain totally confidential. The data recorded by the « SP PLUS » payment system from Caisse d'Épargne, which is open 24 hours a day, 7 days a week, constitute proof that the financial transactions have taken place. The refusal of the purchaser's bank to debit the purchaser's bank account shall result in the order process being cancelled.

#### **Article 14 – Delivery of Lift Passes (excluding reloading and show tickets):**

**COLLECTION AT AN AUTOMATED KIOSK (NOT CHARGING):** Lift passes are available 24/7 at all pick-up kiosks located near the ticket offices and in the Chatel Tourisme lobby. To withdraw packages, the buyer must be in possession of the order number or QR code that they received with the confirmation of their order. The withdrawal of the ticket or tickets makes the sale final.

#### **Article 15 – Photographs:**

For all orders for lift passes valid for more than 7 days (including season lift passes), the purchaser's photograph must be included on the lift pass card (follow the instructions: click on browse (your photos) etc.

#### **Article 16 – Customer Relations:**

For any information or complaint, the customer can send a request by clicking on the links at the bottom of the homepage of the online sales site [www.skipass-chatel.com](http://www.skipass-chatel.com).

#### **Article 17 - Responsabilités and guarantees:**

The operator is bound by an obligation of means for all stages of access of the online sales.

The responsibility of the Operator shall not be liable for any inconvenience or damage arising from the use of the Internet, including interruption of service, external intrusion or presence of computer viruses and in general of any other expressly qualified by the law as “force majeure”;

The customer declares that they are aware of the characteristics and limitations of the Internet, in particular its technical performance, response times for consulting, querying, or transferring data and the risks to the security of communications.

#### **Article 18 - Mode of proof:**

Providing the online credit card number and the final confirmation of the order by the customer constitute as proof of the entire transaction, pursuant to Law No. 2000.230 of 13 March 2000 as well as the enforceability of the regulations. This confirmation counts as a signature and expresses acceptance of all operations performed on the online sales site.

The customer must keep the receipt as it is only this document that shall prevail in case of dispute over the terms of the order, as well as being necessary in case of inspection at the ski lifts. Information relating to the validity of lift ticket that is marked on the card does not hold any contractual value.

#### **Article 19 – Data Confidentiality:**

The personal data provided by the customer during the subscription of the lift passes is not distributed to third parties, they are, unless expressly opposed by the customer, integrated into the customer file of the « The Company » Remontées Mécaniques de Châtel, whose objective is the creation of a ticketing database and consumption monitoring. In accordance with Law 78-17 of 06 January 1978, the customer always has a right of access and rectification. To exercise this right, simply « The Company » Remontées Mécaniques de Châtel.

The information that customers communicate on the website allows the Operator to process and execute orders placed on the website. In accordance with Article 32 of the French Data Protection Act, the Operator informs customers about the use made of this data, about the possibility of sending them commercial offers.

In case of changes to their contact information, email address or other, customers must update their personal data by

logging in to their personal space accessible on the website. Processing of personal data from online sales is reported to the CNIL.

**Article 20 – Intellectual Property Rights:**

The placing of hyperlinks to the pages of the website <http://www.skipass-chatel.com> used for the online sale of passes for the use of the ski lifts of Châtel and the Portes du Soleil without the express authorisation of the Châtel ski lift company is strictly prohibited.

The General Director,  
Mr Bernard HUGON





## XVII. GENERAL TERMS AND CONDITIONS OF SALE AND USE OF THE FANTASTICABLE

### 1. CONDITIONS OF USE IN SUMMER

#### Single flight in variable to light wind conditions, according to orientation

- Minimum weight of user : 35 kg
- Maximum weight of user : 120 kg

#### Double flight in variable to light wind conditions, according to orientation

- Minimum weight of each user: 35 kg
- Maximum weight of each user: 95 kg
  
- Maximum permissible difference in weight between the two users: 40 kg
- Minimum weight of each pair of users: 90 kg
- Maximum weight of each pair of users: 150 kg

Average time interval between two flights: 3 minutes

#### Opening times for bookings: (more than 10 persons)

- 09 June - 07 July: 10.00am – 12 noon, i.e., 40 persons
- 08 July - 20 August: 9.30am – 12 noon, i.e., 50 persons
- 21 August to the closure: 10.00am – 12 noon, i.e., 40 persons

A deposit of 10 € per participant is payable at the time of booking. The amount of the deposit will be deducted from the invoice payable at the time tickets are collected from ticket offices. Deposits cannot be refunded, either in part or in full.

#### Changing a single to a double flight and vice versa

After they have purchased a single or double flight, customers who wish to do so are permitted to change this to the other option, subject to suitable wind conditions.

### 2. TERMS AND CONDITIONS OF SALE DURING THE SUMMER SEASON

The « Fantasticable » is a fixed-price activity that cannot be broken down into its component parts. Consequently, no refunds are payable where the user, for reasons of personal preference, uses only a single discovery line. Prices include hire of safety equipment (helmet, harness, glasses), 1 return trip on the ski lifts providing access to the starting point (Pierre Longue chairlift and Les Rochassons chairlift), and 1 ride on each of the Fantasticable's two discovery lines.

Reductions :

- Holders of a valid Multipass – 10% reduction.

Group prices apply as follows:

- Group 1: Groups 13 of 29 people (10% reduction & 1 free place for every 15 booked)
- Group 2: Groups of 30 - 49 people (15% reduction & 1 free place for every 15 booked)
- Group 3: Groups of 50 people or more (20% reduction & 1 free place for every 15 booked)

Holiday camp groups: « cohesion sociale » groups and groups staying in a holiday centre (25% reduction and 1 free place for every 10 booked)

No reductions are granted based on the user's age.

### 3. CONDITIONS OF USE DURING WINTER

#### Single flight in variable to light wind conditions:

- Minimum weight of user : 35 kg
- Maximum weight of user : 120 kg

Double flight in variable to light wind conditions:

- Minimum weight of each user: 35 kg
- Maximum weight of each user: 95 kg
- Maximum permissible difference in weight between the two users: 40 kg
- Minimum weight of each pair of users: 90 kg
- Maximum weight of each pair of users: 150 kg

For flights during the winter season, note the weight of skiing equipment (estimated at 10 Kg) must be included in this calculation.

Customers' snowsports equipment will normally follow every 3 to 5 customers. This will vary depending on visitor numbers.

Average time interval between two flights: 5 minutes

Opening times: 12 noon until the pistes close

Changing a single to a double flight and vice versa

After they have purchased a single or double flight, customers who wish to do so are permitted change this to the other option, subject to suitable wind conditions.

4. TERMS AND CONDITIONS OF SALE DURING WINTER SEASON

The « Fantasticable » is a fixed-price activity that cannot be broken down into its component parts.

The price includes hire of safety equipment (helmet, harness, glasses), 1 single trip on the ski lifts providing access to the starting point (Pierre Longue chairlift and Les Rochassons chairlift), and 1 ride on the Fantasticable's first discovery line.

No price reductions are granted during the winter season.

The General Director,  
M. Bernard HUGON



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XVIII. GENERAL TERMS AND CONDITIONS OF SALE AND USE OF CHATEL ADVENTURES  
ADMISSION TO THE PARK IS CONDITIONAL UPON ACCEPTANCE  
OF THESE INTERNAL REGULATIONS

The high-level adventure course is a recreational area that enables participants to make their way around an elevated course, independently and acrobatically, within and between trees or other means of support, whether natural or otherwise. This is not a treetop trail activity called « Accrobranche ».

The « parcours Acrobatique en Hauteur » is an activity that involves risk and is aimed at persons whose physical and mental capabilities must be sufficient to enable them to meet the safety requirements laid down by the operator. It comprises several different activity sections arranged into colour-coded courses.

Access to the high-level adventure course is included in a package, the price of which covers:

- Supply and fitting of users' personal protective equipment (PPE). The various devices providing protection (against falls from height and impacts) are items of equipment intended to limit the consequences of falls or impacts. However, they do not systematically guarantee that the user will remain unharmed following any impacts or falls.
- A description of the activity: instructions on how to use the equipment and an explanation is given at the start of a session.
- Practice on a trial course so that the participant can be approved by a member of staff.
- Supervision, advice and/or help provided during a session.
- A return ticket for the gondola lift (Super Châtel gondola lift)

In the event of adverse weather conditions (High winds, thunderstorms with a risk of lightning strikes, gusts of wind, etc.), the Management reserves the right to evacuate the courses, either temporarily or permanently, for your own safety.

1. TERMS AND CONDITIONS OF ACCESS

The public is not allowed access to the installations outside opening hours. Access is strictly prohibited outside the context of this activity. Once they leave the Chatel Aventures Park, visitors cannot be readmitted.

The Management reserves the right to deny access to the park and to the installations to anyone who, in its opinion, does not meet the abovementioned conditions.

To access the activities, it is imperative:

- Have previously taken out a public liability insurance policy.
- Be in good health and free of any physical or psychological disorders. All users undertake not to engage in these activities under the influence of alcohol, drugs or medication that might impair their abilities.
- Pay an admission charge in advance.
- Be equipped with safety equipment (climbing harness, twin lanyard, 2 carabiners, 1 pulley) provided by us and checked prior to each departure. All equipment taken off and/or put on must be checked by a member of staff. Only personal protective equipment supplied by Chatel Aventures staff can be used within the park.
- Have followed the instructions given at the start of the session and, in the opinion of a member of staff, have successfully completed the test course: participants must meet this requirement before setting off on any course.
- Super Parc (blue, red, and black courses): Be at least 1.35 m tall and at least 9 years old.
- Persons who are between 1.35 m and 1.50 m tall must be accompanied by an adult who is following the course.
- Kid Parc (green courses): Be aged between 5 and 8, and between 1.05 m and 1.35 m tall.
- P'tit Kid Parc: Be aged between 2 and 4, and less than 1.05 m tall.
- Children following the Kid and P'tit Kid courses must be accompanied by a responsible adult at the time they register, and this adult must continue to be present throughout the activity.
- Have taken due note of the documents on display relating to:
  - 1 the safety rules and instructions concerning the equipment to be used,
  - 1 the various markings and signs used, as described at the time that the instructions are given at the start of the session, so that visitors can use the adventure course independently.
- Obey the rules on how to use the activity sections, and in particular the special instructions concerning moving forward and safety.

- Respect the number of persons allowed in each activity section and on each platform, i.e., one person per section and three people maximum at a time on one platform, consult the signs at the entrance to each section.

**Attention!** Customers following the various courses in an independent capacity: they are responsible for their own safety.

## 2. CONDUCT WITHIN THE PARK

Customers are not allowed to smoke or to use mobile phones while taking part in the activities.

Customers must always behave responsibly and prudently:

- Customers are strongly recommended to wear appropriate clothing and closed shoes while engaging in outdoor activities.
- Customers are recommended not to keep on their person any objects that might fall, and to tie back long hair.

Pedestrians, visitors, and accompanying persons are allowed to move around within the park (See general rules).

They are required to:

- Display vigilance and prudence, especially with regards to falling objects and the ground beneath them and the surrounding vegetation. (Please bear in mind that high-level adventure courses are in woodlands.).
- Heed the warning signs in force and must not inconvenience users by moving or stopping close to the workshops and the points where the zip wires reach the ground.
- Follow the waymarked routes and signs on the ground.
- Refrain from moving outside the routes indicated on the ground (this is strictly prohibited).
- Refrain from running along the paths (this is strictly prohibited).
- Respect the environment (do not pick any plants or flowers or drop any objects of any kind).
- Refrain from smoking and starting fires (these are prohibited).
- Refrain from bringing dogs into the park.
- The Management is unable to accept any liability in the event of losses or theft within the park, or from the reception chalet and the car park.

The Management reserve the right to

- Exclude anyone who does not follow the rules.
- Or whose conduct poses a danger either to themselves or to others.
- Or is disrespectful to persons or to the installations or the environment,
- Take or implement any decision that in its view is justified.

**Attention!** « The Company » is unable to accept any liability if the safety rules or these internal regulations are not followed.

## 3. TERMS AND CONDITIONS OF SALE DURING THE SUMMER SEASON

Prices include the supply and fitting of users' personal protective equipment (PPE) and a return ticket for the gondola lift (Super Châtel gondola lift)

« Châtel Aventures » is a fixed-price activity that cannot be broken down into its component parts. Consequently, no refunds are payable where the user, for reasons of personal preference, does not use their gondola lift ticket. Prices apply to the individual courses (P'tit Kid, Kid or Super parc), and vary according to the height and age of participants (see regulations above).

Reductions :

- Holders of a valid Multipass: 10% reduction.

Group prices apply as follows:

- Groupe 1: Groupe of 13 - 49 people (10% reduction & 1 free place for every 20 booked)
- Groupe 2: Groups of 50 - 100 people (20% reduction & 1 free place for every 15 booked)
- Holiday Camp groups: « cohesion sociale » groups and groups staying in a holiday centre (25% reduction and 1 free place for every 10 booked)



The General Director  
Mr Bernard HUGON

## XIX. GENERAL TERMS AND CONDITIONS OF SALE AND USE OF THE TOBOGGAN IN SUMMER

### 1. TERMS AND CONDITIONS OF THE USE OF THE TOBOGGAN IN SUMMER

#### PRE LA JOUX TOBOGGAN TRACK RULES

##### Toboggan user please note

The run you will go down has been specially designed to be as enjoyable as possible but also to provide the required level of safety.

- Keep both hands on the control lever.
- Do not touch the run with your hands.
- Children less than 1.25 m tall are allowed on the bobsled run only if accompanied by an adult.
- Children less than 0.80 m tall are not allowed on the bobsled run, even if they are accompanied.

**Attention !** To ensure your safety, it is essential to obey the following rules:

- Never stand up while ascending or descending and never step out of your toboggan.
- Scrupulously follow the instructions given on the warning signs
- You must keep your speed under control and maintain a distance of at least 15 metres from the bobsled in front of you. If you see someone in front of you, apply the brake immediately.
- Stopping is strictly prohibited during the descent.
- Because of centrifugal force, do not brake sharply on bends and turns.
- If you cause a pile-up, and if you fail to abide by the safety rules, the company's staff are authorised to permanently exclude you from the track, and if applicable, to confiscate your card without paying any compensation.
- On a two-man toboggan, the passenger must be positioned in close contact with the driver, so they are at the same angle during the descent. The passenger must not remain in a vertical position while the toboggan is negotiating turns because this might cause both of you to fall. Riding a toboggan is like riding a motorbike.
- If you are on the toboggan with a child, they must be positioned in front of you. They must keep their hands on the lever. However, it is you who must operate this lever and regulate the speed.
- As you approach the end of the run, slow down, as instructed by the warning signs.
- In the finish area you must adopt a slow speed when moving onto the toboggan conveyor belt.
- If you have a card entitling you to several toboggan ascents, you must exit the toboggan at the end of the run and pass through the turnstile to the central payment desk.
- In the event of rain, if the run is wet or for various other reasons, the operator reserves the right to close the toboggan run if it deems that the safety conditions are not optimal.
- Loose clothing is prohibited. The driver must wear appropriate clothing when using the installations, to avoid suffering friction burns and grazing in the event of a fall. SHOES must be closed (sandals and flip-flops are prohibited).
- Persons under the influence of alcohol are not allowed to use the toboggan run.
- Only helmets supplied by « The Company » can be used.
- Users ARE NOT ALLOWED TO CARRY ANY OBJECTS IN THEIR HANDS OR POCKETS (mobile phones, cameras, camcorders, etc.) or to use on-board cameras.
- SMOKING, EATING AND DRINKING ARE ALL PROHIBITED on the toboggan run.
- As this activity may be hazardous for PREGNANT WOMEN, they ARE NOT ALLOWED to take part in it.
- Users of the toboggan run agree to abide by these regulations. If they do not follow the instructions, their pass may be confiscated, and they will not be entitled to a refund.

### 2. TERMS AND CONDITIONS FOR SALES OF THE TOBOGGAN

1 run and 5 runs issued on a free-of-charge, hands-free recyclable card.

10 runs and more issued on a hands-free ISO-type card to be returned to the ticket office.

Tickets must be consumed during the current season. After this time, they cannot be used, and no reimbursements or deferrals of validity can be granted.

Opening times for bookings: (more than 10 persons)

10.00am to 12 noon (200 toboggan runs/hour)

Réductions :

- Holders of a valid Multipass : 10% reduction.
- Holiday camp groups: "cohésion sociale" groups and groups staying in a holiday centre: tiered pricing. (20% réduction and 1 free ride for 10)

10 turns and more issued on rechargeable «hands-free» support, to be returned at the ticket office or to be deposited in the recycling card boxes available at the checkouts and at various places of the station.

Tickets must be consumed during the current season. Beyond that, they will no longer be able to be used without a refund or a deferral of validity.

The General Director  
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