

DSD : Dévoluy Ski Développement Société par Actions Simplifiée au capital de 50 000€ immatriculée au RCS de Chambéry sous le numéro # 500 802 327, dont le siège social est situé à Chambéry, 51 rue de la République-73000.

## GENERAL

The present terms complete the General Terms of Sale and Use of the hands-free key cards providing access to the ski area of Dévoluy, which are displayed at all points of sale and also available on the following website [www.ledevoluy.ski](http://www.ledevoluy.ski).

The placement of an order implies the acceptance by the person hereinafter referred to as the "Client" of these present specific terms of online sale for the companies with their head offices based in France.

Shall any of the provisions fail, such provision shall be considered as being governed by the general practices applicable in the online sale sector.

These terms solely apply to non-business, natural persons. In accordance with the Article 1369-4 of the Civil Code, all these terms are made available to the Client who will be able to download them.

The present terms rule the online sale for Dévoluy Ski Développement of the hands-free key cards bought or recharged on the website [www.ledevoluy.ski](http://www.ledevoluy.ski).

No opposite online sales provision may be contradictory of Dévoluy Ski Développement unless they were formally and strictly accepted by this company.

All the contractual pieces of information are written in French.

## ORDER METHODS

The online purchase of a ski pass must be done by an online order by login on the following internet address [www.ledevoluy.ski](http://www.ledevoluy.ski). The order can be placed on this website if and only if the Client identifies themselves clearly:

- Either by entering their access code (login + password) which is strictly personal
- Either by filling in the online form which will enable them to get their access code
- In order to complete the order, the client must accept the present terms as well as the General Terms of Sale and Use of the ski passes

In conformity with the Article 1369-5 of the Civil Code : the Client will be able to check the detail of their order and the total price as well as correcting the potential mistakes before confirming it, in order to express their acceptance. Dévoluy Ski Développement will notify by email the Client of their order.

Apart from the online recharging mentioned in the next paragraph to be followed, any complete online orders (payment, photos, and written proofs if required) really must be finalised on the website [www.ledevoluy.ski](http://www.ledevoluy.ski) within 8 days at the latest before the first day of validity of the ski pass (15 days for the foreigners and Overseas Departments and Territories).

Any order implies full acceptance of the description of the services and of the prices.

## ONLINE RECHARGING

The ski pass issued on a hands-free Ski card may be recharged depending on the products proposed by Dévoluy Ski Développement as shown on the website [www.ledevoluy.ski](http://www.ledevoluy.ski). The payment must be done by bank card.

When buying online, Key card is to be used on the ski area before to process to new rechargeable acquisition on this same card.

An acknowledgement of receipt of the order will be sent by Dévoluy Ski Développement to the Client, which must be kept, especially in case of a control when taking the ski lifts.

The charging of a ski pass will be done automatically when the client uses the automated ticket machines.

## PRICES AND PAYMENT TERMS

The prices displayed are shown in Euros and include all taxes, and take into account the applicable VAT rate on the day of the order. It is specified that in case of a home delivery of the order, there is no shipping costs. The price of the order is due when the order is placed and the payments must be made in Euros by bank card. It is also specified that the payment by bank card is secured via the Crédit Lyonnais in collaboration with Cyberplus Payment- 3D-Secure Systempay Net, which guarantees the confidentiality of the payments. The payment is made by virtual POS system with immediate payment. At no time, Dévoluy Ski Développement is informed of the numbers the Client needs to provide. Dévoluy Ski Développement is only notified by the Bank that a transfer corresponding to the amount of the order was made to their account.

## ORDER CONFIRMATION

All orders made by bank card and confirmed, will be the ones subject to the agreement from the Bank.

The rejection of authorisation of debit of the Client's bank account by their bank leads to the cancellation of the order which will be notified back to the Client by email.

Upon finalisation and confirmation of the order on the website by the Client, Dévoluy Ski Développement will acknowledge receipt of this order by email.

## ORDER DELIVERY

The Client may choose:

- Either to get delivered to the address provided by the client  
Except in case of force majeure, Dévoluy Ski Développement commits to deliver by post the key cards within 4 days at the latest before the first day of validity of the ski pass, as attested to by postmark. Dévoluy Ski Développement shall not be held responsible for any inconvenience, full or partial strikes of the postal services or means of transport.
- Either to collect their ski passes from the Dévoluy Ski Développement offices, located in the centre of the resort of Superdévoluy or from the ticket offices located in the centre of the resort of La Joue du Loup, 4 days after the order at the earliest, taking into account of the opening times of this point of sale. The copy of the acknowledgement of receipt will be required as well as the presentation of an official and valid proof of identity. Failing that, the ski passes that were ordered will not be delivered. The order will then be handed to the Client, subject to the signature of a receipt.

The Client that has recharged their key card via the website is not concerned by this paragraph.

## LACK OF THE ACTIONS OF RECOURSE

In application of the article L121-20-4 of the Consumption Code: the sale of ski passes is not subject to the application of the right to cancel provided in articles L121- 20 and according to the Consumption Code in terms of online sale. As a consequence, the ordered services on [www.ledevoluy.ski](http://www.ledevoluy.ski) are exclusively subject to the cancellation and modification terms provided in the present Specific and General terms of sale.

## MODIFICATION AND CANCELLATION OF ORDER

For All 4-hour passes, 1-day, 2-day and season passes, once the order of the pass is confirmed by the Client, the pass ordered will not be refunded nor returned or exchanged. Likewise, no modification may be done to the order. For any 3-day or more passes, on the condition that it was bought online on [www.ledevoluy.ski](http://www.ledevoluy.ski), the ski pass may be entitled to a refund if an express request is made at [info@devoluy.ski](mailto:info@devoluy.ski) at the latest on the first day of validity of the ski pass, deduction of the € 5 management costs and after control of its non-use.

## LIABILITY AND GUARANTY

Dévoluy Ski Développement only has the obligation of best efforts for all the access stages of online sale. Dévoluy Ski Développement's liability may not be held for any inconveniences or any inherent damages of the internet network, especially in case of a breach of service, external intrusion or presence of computer viruses and by and large of any facts expressly qualified by the jurisprudence of a case of a force majeure.

The Client attests knowing the characteristics and limits of the Internet, in particular of its technical performances, the time it takes to look online, ask or forward data and risks linked to the communications safeness.

The information linked with the validity of the pass and written on the key-card has no contractual value.

## PROOFS OF METHODS

The online provision of the bank card number and by and large of the final confirmation by the Client are worth of proof for the entirety of the transaction in conformity with the provisions of the rule n°2000-230 of 13<sup>th</sup> March 2000 as well as the request of the payment. This confirmation is worth of the signature and express acceptance for all the operations made on the module of online sale.

The Client must keep the email of the order, this document only is binding in case of litigation on the terms of the order, especially on the occasion of a control on the ski lifts.

The price list is displayed at all the points of sale and is enclosed annexed. The rates are in Euros and all taxes included.

## PERSONAL DATA PROTECTION

All the pieces of banking information requested to the Client during the placement of order are protected by an encryption method, SSL 128 authenticated. The processing of the personal data taken from the online sale from the internet website has been regularly declared to the Information Commissioner's office n°1879924V0 and 1879909V0. All the details the Clients provide on the website enable Dévoluy Ski Développement to process and complete the orders that were placed on the website. In conformity with the Article 32 of the Data Protection Act, the company informs the Client of what this data is useful for, especially of the possibility to send them special offers.

## ARCHIVING

The archiving of the orders is carried out by the sales team of Dévoluy Ski Développement in accordance with the article L134-2 of the Consumption Code. Under these circumstances, the Client may then access their recorded order by making a written request to the said team to the aforementioned address.

The Management Team

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