

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 St Baldoph, 54 rue des Tenettes-73000.

GENERAL

The present general terms and conditions of sale and use apply to all the ski lifts passes; ski passes providing access to the ski area of Dévoluy. They are valid for the 2017-2018 Winter season. The acquisition of a ski pass implies the full and total understanding and acceptance by the person hereinafter referred to as "the Client" of these general terms and conditions of sale and use (published and applicable version from the first day of ski), without prejudice of the usual actions of recourse. Shall any provisions of this present agreement fail, such provision shall be considered as being governed by the general practices applicable in the ski lifts sector and for the companies with their head offices in France. French is the language of contractual documents.

SKI PASS

The ski pass consists of a key card on which the ski lift pass is registered. During its period of validity, the ski pass gives the right to freely circulate on the ski lifts of Dévoluy for which it was issued, without any kind of priority.

The areas of validity of the ski passes are specified on the price list, the ski lifts opening hours are displayed at all points of sale of the company, subject to the weather conditions and snow coverage. The duration of the passes validity is defined on a consecutive period of time (i.e. 4 consecutive hours, 2 consecutive days...) unless otherwise specified. During the operating at night occasionally proposed, the client will have to - before accessing the lifts - collect their pass from the personnel of the lift of Dévoluy Ski Dévoluy at the departure area duly assigned for this purpose.

Passes which period of validity is longer than the shortest period proposed are strictly personal, non-assignable and non-transferable.

HANDS-FREE KEY CARDS

The ski passes are issued on a hands-free key card, a re-encodable key card, rechargeable and reusable. The keycard is used for the acquisition of ALL TYPES OF SKI PASSES, for a cost of an extra 1.50 € VAT non-refundable. It is reusable one or multiple times. Only the key card of the on-going season benefits from a guarantee (excluding evolution of technical nature of the key card). This applies only on a normal use of the key card and consists of the replacement of the faulty key card.

THE PHOTOGRAPH

The sale of a season pass is subject to the handing of a recent ID photo, full-face, with no sunglasses nor headgear. This photo will be kept by the Company, in its computer ticketing database, in order to facilitate the possible recharge or reprint of the pass, unless specifically declined by the Client.

CLIENT CATEGORIES AND PRICES

The public sale prices of passes and key cards are displayed at all the points of sale and are valid for the ongoing season, that is to say from the first to the last day of opening. These prices are given in Euros and include all taxes.

The client categories and corresponding prices are defined in the price list and according to the area (Le Dévoluy, Le Chasse Neige (beginners), 4 consecutive hours, 1 day or several consecutive days...). The client must ask for the reduction they are entitled to and present a proof justifying this reduction upon purchasing their pass (before printing it).

Passes are free (excluding the key card and insurance) for children under 5 years old and for adults older than 75 years old. The client's age to be taken into account, must be the age on the first day of validity of the pass (official opening day of the ski area for the season pass); the advantage of a price reduction depending on the age category is subject to the presentation of ID proofs. No complaints nor refunds will be possible once the purchase is made. It is the responsibility of the client to get information about the products and proposed prices and to select the one which applies to them. The staff may not be held responsible for the holder's choice. The conditions of sale and specific rates are available on simple request at info@devoluy.ski

PAYMENT TERMS AND METHODS

Any ticket's issuance gives rise to the payment of the corresponding price. These payments must be made either by cheque drawn on a bank account in France made payable to the Company, or by cash in Euros (up to €1000), or by bank card approved by the company (Eurocard, Mastercard, Visa) or by ANCV travellers-cheques (only for individuals). It is specified that the automated ticket machines accept the payments by bank cards only (EMV norm).

PROOF OF SALE

Every ticket issued for a period of validity of 1 day or longer is subject to a proof of purchase on which the nature of the ticket, its period of validity and its unique number appear. This proof of sale must be kept cautiously in order to be able to present it in the event of any request or claim. For any transaction, a receipt is systematically given and should be kept. An invoice may be provided on immediate request at the points of sale.

CONTROL OF PASSES

The client must keep their pass at all time during the ride on the ski lift, from the departure area to the arrival area of the lift. In the case where a skier does not have a ski pass or if the pass is not valid or failure complying with the rules and regulations displayed at the departure of the ski lifts, should any of these infringements be observed by an approved inspector, one of the following procedures will be applied:

- Either the payment of a fixed lump-sum to stop the judicial proceedings

This lump-sum amounts to 5 times the day pass rate, full rate, applied by the Company (Articles L.342-15, R342-19 and R342-20 of the Tourism Code and Articles 529-3 and following the Code of criminal procedure);

- Or legal proceedings.

Authorised inspectors may request the presentation of any document proving the reductions in price or free pass they were given. Should the Client refuse or be unable to prove their identity, the authorised inspector will immediately report to a territorially competent police officer of the National Police or National Gendarmerie, who may then order that the Client be presented immediately to the police. The authorised inspector may immediately confiscate the pass in the aim of returning it to its legitimate owner and/or for proof purposes.

With the aim of contending against frauds, the Client is informed that photographs are automatically taken at the moment they are going through the monitoring terminals. The aforementioned photographs will be compared by authorised inspectors who then may confound the fraudsters. The photos are only reserved for the company; and will be kept only during the period of validity of the photographed client's ski pass.

LOSS OR THEFT OF THE PASS

In case of loss or theft and subject to the presentation of a proof of ID and the proof of purchase for 1-day or longer passes, the pass will be replaced for the remaining period of validity. In order to do this, the Client must fill in a "lost or theft declaration" (available at all points of sale) and hand it in to the ticket offices personnel along with €10 (blocking charges). The pass being declared as lost or stolen by the holder will be deactivated and shall no longer allow access to the ski area. All blocking is definitive and immediate.

INTERRUPTION IN SKI LIFTS OPERATION

Only a complete shutdown -longer than half-day of 85% -of the ski lifts of the ski area of Dévoluy, and the purchase of a full rate pass may lead to compensation for the damage endured by the client on presentation of their ski pass and the establishment of a compensation note issued by the ticket offices personnel.

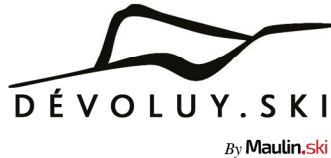
The file, duly filled out along with the proofs of entitlement will have to be sent within 60 days a posteriori the events, to the following address: Dévoluy Ski Développement - Superdévoluy -05250 – LE DEVOLUY. Only passes acquired and paid by their holder directly to the Company can lead to a direct compensation from the said-company.

The client may choose one of the following compensations, without claiming any benefits exceeding this lump-sum compensation:

- Either, an immediate extension of the validity period of their pass;
- Or, a credit note in skiing hour(s)/day(s) to be used before the end of the season;
- Or, a refund established proportionally to the period of interruption of the ski lifts based on a pro rata calculation

REFUND

Issued passes that are unused or partially used, will not be refunded nor exchanged. The passes with non-consecutive days will have to be used during the ongoing season, beyond this date, they will no longer be of any use, and no refund will be granted nor any postponement of validity. It is possible to cover this type of risk with specific insurance proposed to the Client when purchasing their pass. All the information for this purpose must be requested at the points of sale. For the purchase of a season pass, this specific insurance provision is not proposed at our points of sale.



CLAIMS

All claims must be addressed to Dévoluy Ski Développement within a 60-day period following the occurrence of the event behind the said claim, without prejudice of the usual actions and statutory time limits to start proceedings, either

- by mail : Superdévoluy – 05250 – LE DEVOLUY.
- by email : info@devoluy.ski

in the absence of an acceptable answer in the period aforementioned, the client may seize the Tourism and Travel advocacy specialist whose contact details and modes of seizure can be obtained by consulting the following website : www.mtv.travel. The notice given by the specialist does not impose on the parties to the contract.

For lack of amicable settlement, the litigation can be brought to court of competent jurisdictions.

RESPECT OF THE SAFETY RULES

Any client is bound to respect the safety rules related to the use of the ski lifts, especially the rules and regulations displayed at the departure of the ski lifts, the pictograms completing these rules as well as all the instructions given by the company staff, subject to sanctions.

The same applies to the respect of the local bylaw regarding the safety on the ski slopes and it is recommended to take account of the "10 rules of conduct for the skier on the slopes" published by the International Ski Federation (ISF).

In case of material or physical injury caused by one of our lifts, the Client must notify the damage without delay to the personnel of the lift and fill in an accident report form.

PERSONAL DATA PROTECTION

The brands, models and graphics on the different passes, posters or prices are registered and any copy is strictly forbidden.

PERSONAL DATA PROTECTION AND PROCESSING

All of the information requested by the Company for the issuing of a pass is compulsory. Should any compulsory pieces of information be missing, the ski pass will not be issued. Some data (postal address, e-mail, phone no.) may also be requested to the Client by the Company, in respect of the LCEN law dating from 21st June 2004, to send them special offers.

Regarding individualised tickets, movements-related data is also collected for the management of the ski lifts access operations and ski passes controls. Data is also collected to generate statistics.

Compulsory photographs for some passes stipulated hereinabove are for identification purposes only of the said holder's pass. All of this information is only used by the Company.

In compliance with the Data Protection Act, the Client has a right of access, rectification and opposition for legitimate reasons, by writing the company to the following address: Dévoluy Ski Développement – Superdévoluy – 05250 – LE DEVOLUY

It is specified that the Client may not benefit from several price reductions on the ski passes prices. In short, the different contracts proposed by the company (Tour operator, hosts, groups...) may not be held concurrently. The « groups » prices are reserved for legal entities, that is to say : organisations, clubs, high schools, middle schools and primary schools. The group must be of at least 20 persons.

Processing purposes: management of clients' and prospects' files, ticketing and access control: **CNIL N°1879924 v 0 and 1879909 v 0**

In application of Article 90 of Decree n° 2007-451 dating from 25th March 2007, anyone has the right to receive a written copy of the information provided in the present paragraph, upon an oral or written request to the above-mentioned service

The Management Team

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