



# TERMS & CONDITIONS OF MEMBERSHIP OF THE “My Club Portes du Soleil” LOYALTY PROGRAMME

## 1 - Definition

**Membership:** refers to subscription to the Portes du Soleil resorts' “My Club Portes du Soleil” loyalty programme.

**Programme:** refers to the Portes du Soleil resorts' “My Club Portes du Soleil” loyalty programme.

**Sun:** refers to a benefit earned in the form of points as part of the programme.

**Sun day:** refers to a free Portes du Soleil day pass.

**Member:** refers to any natural person who has joined the Portes du Soleil resorts' “My Club Portes du Soleil” loyalty programme.

**Hands-free card:** refers to the smart card used to top-up Portes du Soleil resorts' ski and mountain bike passes identified using the “internet/wtp” number.

## 2 - Purpose

The purpose of these terms and conditions is to define the membership procedures and conditions for members of the Portes du Soleil resorts' “My Club Portes du Soleil” loyalty programme.

The programme is implemented by the Association Internationale des Exploitants de Remontées Mécaniques des Portes du Soleil (International Association of Lift Companies for the Portes du Soleil), SIRET n° 531 262 566 00015, registered office 1401 route de Vannes – 74390 Châtel - France (hereafter referred to as AIERM) that groups together the operators of the twelve Portes du Soleil resorts, namely:

- SAS SERMA – 98 place Jean Vuarnet – 74110 Avoriaz - France
- SAEM SAGETS – BP 28 – 74260 Les Gets - France
- SAEM SPORTS & TOURISME – 281 route de Thonon – 74390 Châtel - France
- SELCA - 281 route de Thonon – 74390 Châtel - France
- SA Téléphérique du Pléney – BP 75 – 74110 Morzine - France
- SAEM du Roc d'Enfer – 33 route de la Télécabine – 74430 St Jean d'Aulps - France
- Régie Communale des Remontées Mécaniques – Mairie – 74360 Abondance - France
- Portes du Soleil Suisse - Route de la Fin 15 – 1874 Champéry - Switzerland
- Société d'Exploitation Touristique de Torgon – 1899 Torgon - Switzerland

Hereafter referred to as “Portes du Soleil resorts”

### **3 - Programme membership**

**3.1. Membership conditions:** only natural persons in their capacity as a consumer aged over 18 can join the programme and become a member.

**3.2. Membership procedure:** joining the programme is carried out exclusively on the ecommerce websites of the Portes du Soleil resorts. It is not possible to join the programme by post or telephone or at the points of sale available in the Portes du Soleil resorts. Membership is free of charge.

**3.3. Joining the programme:** the Member must create a “My Club Portes du Soleil” account which is strictly personal. To do this, the Member must sign into one of the Portes du Soleil resorts’ websites and fill in the registration form by completing the fields marked as mandatory. Only one “My Club Portes du Soleil” account will be granted per person (same last name, first name and postal address) and per email address. AIERM is able to carry out any necessary checks and invalidate the membership of anyone who does not meet the requirements for membership of the programme. At the time of joining, the Member will provide the “internet/wtp” number of the hands-free cards in their possession (up to a maximum of 7 hands-free cards).

### **4 - How the programme works and earning Suns.**

The aim of the programme is to enable Members who have activated their membership in accordance with articles 3.2. and 3.3. to earn Suns when purchasing ski or mountain bike passes at Portes du Soleil resorts.

To do this, members must enter their hands-free card number in the relevant field when purchasing online passes on the website of a Portes du Soleil resort.

Details of the number of Suns earned by members for each purchase made at Portes du Soleil resorts in accordance with articles 4.1. and 4.2. are provided to Members via their personal “My Club Portes du Soleil” account that can be consulted via the website.

Suns are earned for the purchase of each individual or family ski or mountain bike pass. It is stipulated that group passes, season passes, passes obtained via resellers, points cards, single-use tickets and pedestrian passes are excluded and do not earn Suns as part of this programme.

Suns earned by members as part of this programme are credited to the Member’s account within one clear day after the purchase of the pass which gives entitlement to the aforementioned Suns.

The number of Suns earned depends on the conditions of purchase of the ski or mountain bike passes that give entitlement to the earning of Suns.

#### **4.1. Purchase of a ski or mountain bike pass from a sales point in one of the Portes du Soleil resorts**

For all purchases of ski or mountain bike passes made at a sales point in one of the Portes du Soleil resorts, Suns are earned as follows:

- For French resorts: for every 10 € (incl. VAT) spent on a pass in France, 1.4 suns are credited to the member's account.
- For Swiss resorts: for every CHF. 10 (incl. VAT) spent in Switzerland, 1.2 Suns are credited to the Member's account.

Where applicable, if the remainder of the price of the ski pass is less than 10 euros or 10 Swiss francs, Members are informed that Suns will not be credited to their account in proportion to the aforementioned remainder of the price.

Members who have activated their membership in accordance with articles 3.2 and 3.3. will be able to accumulate points at the same time as they purchase passes in Portes du Soleil resorts by presenting their hands-free card at the point of sale. Suns cannot be awarded and credited afterwards, in particular in the event of a Member presenting their hands-free card at a point of sale after having paid for their purchase.

#### **4.2. Purchase of a ski or mountain bike pass via the ecommerce website of one of the Portes du Soleil resorts**

For all purchases of a ski or mountain bike pass, Members earn Suns that correspond to a certain number of points. These Suns are credited to the Member's account within one hour of the purchase of the pass that gives entitlement to Suns on the ecommerce website of Portes du Soleil resorts.

For all purchases of ski or mountain bike passes made on an ecommerce website of one of the Portes du Soleil resorts, Suns are earned as follows:

- For French resorts: for every 10 € (incl. VAT) spent on a pass in France, 2.2 Suns are credited to the Member's account.
- For Swiss resorts: for every CHF. 10 (incl. VAT) spent in Switzerland, 1.9 Suns are credited to the Member's account.

Where applicable, if the remainder of the price of the ski pass is less than 10 euros or 10 Swiss francs, Members are informed that Suns will not be credited to their account in proportion to the aforementioned remainder of the price.

#### **4.3. Scale**

The scale of Suns awarded for the purchase of passes is freely determined and is subject to change at any time by AIERM Portes du Soleil. Any changes to the aforementioned scale will come into effect once Members have been informed via their account.

### **5 - Converting Suns**

200 Suns are required to obtain a free Portes du Soleil day pass.

As soon as the Member has 200 Suns on their account thanks to purchases made on the hands-free cards registered in their account, the Member will be invited to convert these Suns into a free Portes du Soleil day pass.

The Member will have to choose on which hands-free card among the cards registered in their account the Sun Day will be placed.

This free pass must be used at the latest during the season that follows the season during which it was acquired by the Member.

## **6 - Duration of membership**

Membership of the "My Club Portes du Soleil" loyalty programme comes into effect once the Member's registration has been approved. It will continue for an unlimited duration, except in the event of the cancellation of the registration by the Member or by the Portes du Soleil lift companies and/or the termination of the programme and/or if one or several of the possibilities set out in article 11 are applicable.

## **7 - Modification / suspension / termination of the programme**

The Portes du Soleil lift companies reserve the right to improve, make unlimited changes to, suspend or delete any time, all or some of the elements and how the programme operates, as defined in these terms and conditions, including how Suns are acquired and converted.

Members will be informed of any changes to the programme on the websites of the Portes du Soleil resorts and/or by email (subject to the email address provided by the Member at the time of signing up being correct and active), providing reasonable notice prior to implementing the changes.

Members retain the option of cancelling their participation in the programme at all times in accordance with the terms set out in article 11. Any participation in the programme after the date on which modifications come into effect implies acceptance by the member of changes made to the programme.

AIERM has the right to put an end to the programme at any time, subject to providing 3 months' notice prior to the end of the current ski season to enable members to use up their balance of Suns. Members will be informed of this decision by all means, in particular via information posted on the websites of the Portes du Soleil resorts and will be notified individually.

Members are not entitled to compensation due to the modification, suspension or termination of the programme.

If, on the day the programme ends, the Member's total number of Suns entitles them to a Sun day(s), they will be entitled to receive it/them, subject to the Member requesting it/them within 30 days from the date the information relating the termination of the

programme is published on the website and/or sent to them by email (subject to the email address provided by the Member at the time of registration being valid and active). Should the Suns earned not be converted into Sun days within the aforementioned time period, the Suns will be irrevocably lost and there is no entitlement to compensation.

## **8 - Loss, theft or damage to the hands-free card**

In the event of loss, theft or damage to one of the hands-free cards linked to their account, the Member must obtain a new one from one of the sales points in the Portes du Soleil resorts, delete the old card and replace it with the new one in their "My Club Portes du Soleil" account by entering the internet/wtp number on the new hands-free card. Suns previously earned remain on the account.

## **9 - Responsibility of AIERM Portes du Soleil**

The Suns provided to Members are done so within the framework of the terms of use drawn up by AIERM Portes du Soleil.

Generally speaking, AIERM ensures, in respect of its obligation of means, the management of the programme as well as the provision of the related Suns, within the limit fixed by the technical resources available. In this respect, AIERM cannot be held liable for failures in their provision if these failures are attributable to the Member, to the actions of a third party not placed under their control or to all cases of force majeure. In particular, AIERM cannot be held liable for congested communications networks.

In the event of a breakdown of the IT system that affects management of the Suns, compensation to the Member will only be the awarding of Suns.

## **10 - Responsibility of the Member**

The Member takes full responsibility for their use of the Suns obtained as part of this programme.

The Member is obliged to maintain a valid email address and postal address during the duration of their membership in order to benefit from all of the programme's advantages and receive communications relating to the management of the programme.

The Suns are for the sole benefit of the Member and cannot be transferred to a third party.

Failure by the Member to comply with the programme's terms and conditions, any abusive or fraudulent use of the Suns, falsification of information provided as well as prejudicial behaviour (fraud, attempted fraud, etc...) by the Member could lead to the cancellation, without notice or compensation, of membership of the programme and deletion of the Suns earned with their account as provided for in article 11. This cancellation will take place without prejudice to subsequent legal action by AIERM.

## **11 - Cancellation**

### **11.1. Cancellation by the Member.**

The Member is free to end their membership by sending a cancellation request by post by recorded delivery with acknowledgement of receipt. Suns that are unused on the date of the cancellation request are irrevocably lost and the Member cannot claim any damages.

### **11.2. Cancellation by AIERM Portes du Soleil due to the Member's negligence.**

The Portes du Soleil lift company can terminate a Member's membership, without notice, as of right, by notifying the Member in writing via the Member's account, in the following cases:

- the Member fails to comply with these terms and conditions;

and/or

- improper or fraudulent use

and/or

- an inactive account, defined as no Suns being credited over 3 years from the date of the last purchase;

and/or

- the member failing to keep their information up-to-date, correct and complete.

In this case, Suns that are unused on this date are irrevocably lost and the Member cannot claim any damages.

### **11.3. Other types of cancellation**

AIERM can also terminate the Member's membership, without notice, as of right, by notifying the Member in writing via the Member's account, in the event of changes to legislation or regulations, or in the event of a decision made by an administrative or other authority which prevents the continuation of the programme.

In this case, Suns that are unused on this date are irrevocably lost and the Member cannot claim any damages.

## **12. Data Protection**

The Member is hereby informed that when implementing the programme, AIERM can store, process, record and use the Member's personal data, collected in accordance with the applicable regulations relating to personal data.

The collection and processing of data is required to manage the customer database and manage the programme.

This data is only intended for the relevant services at AIERM, for the Portes du Soleil resorts and for third parties involved in implementing the programme as well as for duly authorised third parties, namely AIERM's advisors (lawyers, accountants), under strict observance of the relevant regulations when this communication is strictly necessary for the declared purpose or purposes.

With the exception of the above-mentioned recipients of personal data, AIERM undertakes not to pass on the personal data in its possession to third parties in any form whatsoever.

The personal data collected in order to manage the programme is not kept for longer than is necessary to manage the programme and disputes likely to arise, in accordance with the relevant provisions or conservation rules relating to accounting records.

With regards to AIERM and in compliance with the national and European regulations in force, the Member has the right to access, correct, erase, limit or oppose data processing, a right to data portability and a right to lodge a complaint with the supervisory authority and set out after death instructions. To do this, they can contact the dedicated department at AIERM des Portes du Soleil at the following address: 1401 route de Vonnnes – 74390 Châtel - France or write to the following email address: [info@portesdusoleil.com](mailto:info@portesdusoleil.com).

The member's personal data can also be used for sales purposes with email communications by AIERM and/or by the Portes du Soleil resorts, subject to having received the Member's prior and express consent.

### **13 - Contact - Complaints**

All questions relating to the programme must be sent to:

AIERM PORTES DU SOLEIL – 1401 route de Vonnnes – 74390 CHATEL - France  
[info@portesdusoleil.com](mailto:info@portesdusoleil.com)

These terms and conditions, as well as the sales transactions it refers to, are subject to French law.

Disputes relating to these terms and conditions, in particular their interpretation and/or their performance can, in the event of an unresolved conflict and further to a prior request to AIERM's customer service department, be subject to a mediation process.

The member is thus informed that in the event of disagreement, there is the option of a conventional mediation process or any other alternative means to resolve the disagreement.

In accordance with article 14 of EU regulation 24/2013, the European Commission has set up an online dispute settlement platform to facilitate independent settlement of online disputes between consumers and professionals in the European Union without the need for court proceedings.

The member can thus present their complaints on this platform via the following link: <https://webgate.ec.europa.eu/odr/>

In the absence of an agreement via mediation, all disputes that may arise from this contract relating to either its validity, its interpretation, its performance, its cancellation, their consequences and repercussions will be subject to the relevant courts under the provisions of common law.