

# GENERAL TERMS AND CONDITIONS 4 VALLEES

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# TERMS AND CONDITIONS OF USE

## 1. Definitions

In the Terms and Conditions of Use and the other documents which form part of the General Terms and Conditions (General Terms and Conditions of Sale, Terms and Conditions of Use, Participation Rules, Privacy Policy, etc.), capitalised terms shall have the following meaning:

### *4 Vallées*

The group of companies (collectively or individually, depending on the context) operating in the "Domaine des 4 Vallées", namely TELEVERBIER SA, NV Remontées Mécaniques SA, Télé-Thyon SA, Les 4 Vallées SA, STA Services Techniques Alpins SA, Tzoum'Evasion Sàrl, T-Shop Sàrl and T-One SA.

### *GTCS*

General Terms and Conditions of Sale, in the current version.

### *Contests*

Contests, gamifications, challenges and any other types of games and competitions organised by one or more of the 4 Vallées companies.

### *Terms and Conditions of Use*

These terms and conditions in their current version.

### *Participation Rules*

The rules governing participation in Contests, in their current version.

### *Content*

All and any software programs, works, services, procedures, arrangements, designs, technology, brands, logos, company names, inventions, specifications, images, sounds, music, videos, information and other content available on the Website, whether recorded or not.

### *Points of Sale*

All physical points of sale in the 4 Vallées, off the Website (cash desks, vending machines, etc.)

### *Privacy Policy*

Our confidentiality policy regulating the protection of privacy and personal data, in its current version.

### *Website*

All the websites and smartphone applications developed or exploited by the operating companies in the 4 Vallées area (in particular: skipass-4vallees.ch, 4vallees.ch, verbier4vallees.ch, verbier.ch, nvrn.ch, nendaz.ch, veysonnaz.ch, thyon.ch, randonocturne.ch, stassa.ch, etc.).

## 2. Protection of privacy and personal data

4 Vallées processes personal data in accordance with the relevant legislation. For further information, please read our Privacy Policy which forms an integral part of these Terms and Conditions of Use.

## 3. Participation Rules

Participation in Contests is governed by the Participation Rules which form an integral part of these Terms and Conditions of Use.

## 4. General Terms and Conditions of Sale (GTCS)

The GTCS, which form an integral part of these Terms and Conditions of Use, regulate the purchase and sale of our products through the Website or Points of Sale.

## 5. Copyright and trademark

All Website content (texts, illustrations, or other form) is protected by law, and by copyright in particular. All rights are held by 4 Vallées or by third-parties known to 4 Vallées in their capacity as owners. The elements of the Website are accessible to the public for browsing purposes only. The reproduction of all or part of the Website contents, in printed or digital form, is not permitted without express reference to 4 Vallées. The reproduction, modification, transfer or use of all or part of the Website for commercial or distribution purposes is prohibited without the express written authorisation of 4 Vallées. All names and logos used on the Website are protected registered trademarks. The Website is specifically designed not to grant any licence or right to use a picture, registered trademark or logo appearing on the Website. The downloading or copying of the Website, or any part thereof, confers no rights whatsoever in respect of the software or of any elements of any nature whatsoever contained in the Website. 4 Vallées reserves all rights in respect of all elements of the Website, with the exception of rights held by third parties.

## 6. No guarantee

4 Vallées uses its best efforts to guarantee the reliability of the information presented on its Website at the time of its publication. However, 4 Vallées and its partners do not in any way warrant or certify the accuracy, quality, reliability or completeness of the information contained on the website. 4 Vallées does not guarantee the accuracy, quality, reliability or completeness of the information presented on the Website, and declines all and any liability for any misuse in connection with such information. The Website and its contents are subject to change at any time without notice.

4 Vallées declines any liability for errors, interruptions or other failures affecting the proper functioning of the Website, and for any error, virus, theft or destruction of data and information, or for damage arising in connection with communications from or to the user, or unauthorised access thereto.

## 7. Exclusion of liability

Any liability on the part of any individual 4 Vallées company or its governing bodies, representatives and affiliated companies is excluded except in case of fraud or serious misconduct. Nor can the 4 Vallées companies be held liable for the acts and omissions of their agents. In particular, the 4 Vallées companies decline all responsibility for any direct, indirect or consequential damage arising from accessing or using, or the impossibility of accessing or using, elements of the Website, or from connection to other websites.

## 8. Links to other websites

The Website contains links which may direct you outside our networks and systems to the Internet sites of our partners. 4 Vallées makes no warranties as to the accuracy, completeness, topicality or quality of the information presented on any linked third-party websites. The 4 Vallées companies do not assume any responsibility for damages arising from access to third-party website; access to such websites is at the user's sole risk. The existence of a link to any website shall not imply approval by the 4 Vallées companies of the contents of the linked website. 4 Vallées advises users to carefully read the legal notices and privacy policies of all other websites.

## 9. Severability

If any provision of these Terms and Conditions of Use is deemed to be wholly or partly invalid, unlawful, void, or ineffective under applicable law, the remaining provisions shall remain valid and binding. Should a provision of these Terms and Conditions of Use prove to be wholly or partly invalid, it shall be replaced by a provision having a legal and economic effect as close as possible to the invalid provision.

## 10. Other

These Terms and Conditions of Use constitute the entire agreement between 4 Vallées and the user with respect to access to and the use of this Website and its contents.

The fact that 4 Vallées may tolerate the violation of an obligation under these Terms and Conditions of Use, or any failure by 4 Vallées to invoke, assert, exercise or implement any right bestowed upon it by law or by virtue of these Terms and Conditions of Use, shall not be interpreted as a renouncement of the right to do so on its part.

## 11. Use of drones

The use of drones for private or professional purposes is strictly prohibited in the 4 Vallées area without a written authorisation issued for specific purposes by one of the 4 Vallées companies. In case of infringement, the device will be confiscated and the offenders reported to the competent authorities.

## 12. Jurisdiction and applicable law

These Terms and Conditions of Use and all other legal arrangements between 4 Vallées and the user are governed solely by Swiss law, excluding any rules of private international law.

The exclusive place of jurisdiction is Conthey unless a mandatory place of jurisdiction is foreseen by law.

## 13. Languages

These Terms and Conditions of Use have been prepared in French, English and German. In case of discrepancy, the French-language version is authoritative.

# GENERAL TERMS AND CONDITIONS OF SALE (GTCS)

## 1. Definitions

In the GTCS, capitalised terms have the following meaning:

### *Voucher Booklet*

The voucher booklet offered to holders of a 4 Vallées annual pass is available online at [www.4vallees.ch/avantages](http://www.4vallees.ch/avantages) and is subject to the Voucher Booklet General Terms and Conditions.

### *Club Card*

The 4 Vallées ski pass associated with a credit card which enables its holder to ski "à la carte" subject to the General Terms and Conditions of the 4 Vallées Club Card.

### *Special Terms and Conditions*

Any special terms and conditions pertaining to one or more specific products referred to on the Website.

### *Order Confirmation*

The order confirmation sent by email to the Customer and/or made available through his/her account.

### *Customer*

Any person who places an order on the Website or who buys products or services at a Point of Sale.

### *Calendar Days*

The days of the week, including weekends and official holidays recognised by applicable legislation at the registered office of the relevant 4 Vallées company.

### *Business Days*

Week days, excluding weekends and official holidays recognised by the applicable legislation at the registered office of the relevant 4 Vallées company.

### *Customer Services*

The customer services of the ski lift companies operating in the 4 Vallées area, namely TELEVERBIER SA, NV Remontées Mécaniques SA and Télé-Thyon SA.

### *Pass*

A subscription granting access to the 4 Vallées area which can be uploaded on to a keycard, keytix or other third-party carrier such as a Swisspass, Ticketcorner ticket, etc.

Other capitalised terms not specifically defined in these GTCS have the meaning attributed to them in the Terms and Conditions of Use.

## 2. Scope of application and amendment of the GTCS

The GTCS govern the contractual relationship and form an integral part of the contract between the 4 Vallées on the one hand, and the Customer on the other. They are an integral part of the Terms and Conditions of

Use and are otherwise applicable. In the event of discrepancy between these GTCS and the Terms and Conditions of Use, the GTCS shall take precedence.

When making a purchase via the Website or at a Point of Sale, the Customer recognises that he/she has read, understood, and accepts the GTCS without reservation .

4 Vallées reserves the right to amend the GTCS at any time without notice by publishing a new version (which cancels and replaces the earlier version) on the Website. When making a purchase after 4 Vallées publishes a new version of the GTCS, Customers expressly accept the new version.

The Special Terms and Conditions form an integral part of the GTCS and are otherwise applicable. In case of discrepancy between the Special Terms and Conditions and the GTCS, the former shall take precedence.

### 3. Registration

To access certain website functionalities, a Customer must register and an account must be created in his/her name. 4 Vallées may at any time freely refuse the registration of a Customer or delete his/her account with no need to give reasons.

The Customer alone is responsible for the accuracy and completeness of the data provided by him/her when registering on the Website. Where necessary, Customers shall communicate any change in the data provided to 4 Vallées by updating their profile promptly. 4 Vallées may at any time ask a Customer for additional information, and the Customer shall be required to provide it. The Customer is liable for any inaccurate, incomplete or untruthful information. Customers shall indicate a valid electronic messaging address to which all communications concerning their orders (in particular Order Confirmations) will be sent. Customers shall ensure that their messaging address functions properly and shall read any emails sent by 4 Vallées. Customers shall also regularly re-set and check their spam folders to ensure that they do not contain emails from 4 Vallées. Messages sent to the Customer by email shall be considered received by him/her at the actual time and date of reception, but at the latest 24 hours after being sent by 4 Vallées.

When registering, the Customer shall choose, or in the case of re-initialisation, shall be assigned, a password enabling him/her to place orders and use other website functionalities. This password is strictly confidential. On no account may it be disclosed to third-parties. The Customer alone is responsible for the activities on his/her account and for maintaining his/her password confidential. The Customer alone is responsible for the use, safe-keeping and security level of his/her password which he/she may modify at any time on the Website. Customers are liable for all orders placed, with or without their knowledge, using their password, and for any damage arising from the use of their password, with or without their knowledge or contrary to their instructions. Customers shall promptly inform 4 Vallées of any unauthorised access or attempted access to their account, or if the security of their account is otherwise jeopardised.

4 Vallées reserves the right to modify or suspend, permanently or temporarily, the services offered on the Website, in particular for maintenance purposes. The on-line catalogue is not complete ; some products can be purchased at the ticket office only. The Website may be changed or shut down at any time without giving notice or reasons. A Customer's access to the Website may be restricted, blocked, or cancelled at any time without giving notice or reasons. 4 Vallées may at any time transfer its rights and obligations in connection with the Website to third parties.

## 4. Ordering process

Only adults (defined as persons age 18 or over for the purposes of these GTCS) who are fully competent to exercise their civil rights, and legal entities may place orders through the Website. Persons placing orders on behalf of a legal entity warrant that they have the authority to represent that entity.

When placing an order, the Customer recognises that he/she is making a firm and binding offer to 4 Vallées to buy the given product at the terms and conditions indicated on the Website. An offer shall only be deemed accepted, – and the contract accordingly concluded, – when 4 Vallées issues the Order Confirmation to the Customer. 4 Vallées reserves the right to refuse any order at any time, at its free and entire discretion, without giving reasons.

The data recorded by 4 Vallées constitutes irrefutable proof of the orders. The data recorded on the payment system shall constitute irrefutable proof of the financial transactions.

## 5. Prices

4 Vallées reserves the right to modify its prices at any time, with no need to give reasons. Only the price stated in the Order Confirmation is authoritative.

The prices indicated on the Website apply during normal business hours. Excursions and special activities may be subject to additional charges which are payable by the Customer.

Preparation and delivery charges are invoiced additionally as indicated on the Order Confirmation.

For certain services or special offers, the offered price may be subject to a time limit for the use of the service. After the time limit has lapsed, the service may be refused to the Customer, or the Customer may have to pay the normal price – set freely by 4 Vallées – for the service.

Prices for multi-day Passes are based on regressive rates. In return for this discount, Customers assume the risk of worsening weather conditions and possibly restricted access to the ski slopes. Customers are not entitled to refunds in the event that facilities are closed as a result of circumstances beyond the control of the operating companies.

Customers are not entitled to refunds in the event that facilities are closed or have reduced opening hours (breakdowns, early closures, late openings) as a result of circumstances beyond the control of the operating companies (for example: weather conditions, natural hazards, pandemics, etc.).

4 Vallées has issued Special Terms and Conditions for Passes which cannot be used as a result of a pandemic. These Special Terms and Conditions [can be consulted here](#).

## 6. Exchange rates

The exchange rates applied at the cash desk for cash payments are regularly adjusted based on market rates. The exchange rates applied at the terminals for bank card payments are set by the provider of the payment terminal. 4 Vallées has no influence over these rates; it is up to the Customer paying in foreign currency to verify the conformity of the applied exchange rate. The 4 Vallées companies cannot be held liable for unfavourable exchange rates.



## 7. Pass and data carrier

Customers intending to buy and use a Pass must possess an appropriate data carrier. 4 Vallées reserves the right to reject certain types of carrier (e.g. keycards) if they are damaged or inconsistent with its security policy.

A memory card (keycard) may be provided by 4 Vallées at a charge of CHF 5.-. Keycards are not refundable but may be re-used.

Passes are personal and non-transferable. Passes are valid only during the operating hours published on the Website. In the event of fraud (e.g. resale of a Pass), the Customer using someone else's Pass will be fined an amount set freely by 4 Vallées, but at least equal to:

- CHF 100 for fraud in respect of pedestrian Passes
- CHF 250 for fraud in respect of one-day and multi-day Passes valid up to 21 days, Club Cards and Valais Ski Cards
- CHF 400 for fraud in respect of season and annual Passes (CHF 200 for the Pass lender and CHF 200 for the unlawful user)

In addition, the Customer will be charged the full price of the defrauded Pass.

It is for the person claiming a legitimate error to prove his/her good faith. Persons who re-sell a Pass shall be liable to criminal prosecution.

Holders must safeguard their Passes so as to avoid misuse by third parties, including friends and family members.

Multi-day Passes may only (must) be used on consecutive days.

## 8. Payment

The means of payment accepted by 4 Vallées are indicated at cash desks and on the Website.

Purchase orders shall be accepted subject to payment by the Customer of the full amount of the order, together with preparation and delivery charges.

The Customer bears the risk of any payment system malfunctions, for which 4 Vallées is fully discharged.

## 9. Pass refunds and exchanges

Only persons who have contracted insurance on the Website or at a Point of Sale shall be entitled to claim a refund of their Pass in accordance with the terms and conditions of the insurance policy. Europ Assistance provides insurance for Verbier and Thyon (Snowpass assist, Skipass assur); Solid Insurance provides insurance for Nendaz and Veysonnaz (Skicare, Pass Protect).

Customers who forget their Pass may, after validation at the cash desk, obtain a replacement Pass at a charge of CHF 5 (in addition to the price of a new carrier if needed), payable immediately in cash.

Customers who lose their Pass shall notify 4 Vallées promptly and the Pass will immediately be blocked. On presentation of proof of purchase, Customers can obtain a replacement Pass for a charge of CHF 10 (on top of the price of a new carrier if needed), payable immediately in cash.

## 10. Insurance and rescue service

Only persons who contract insurance through 4 Vallées when they buy their Pass shall be entitled to claim a refund in accordance with the terms and conditions of the relevant insurance policy (Snow assist, Skipass assur, Skicare, Pass protect).

Customers who incur an accident on the ski slopes and marked routes (near the posts marking the route) in the 4 Vallées area and who avail themselves of the rescue services shall be charged a rescue fee of at least CHF 270. Third-party fees, if any (e.g. doctors, REGA, transport outside the area), will be invoiced separately and are payable directly by the Customer.

In the case of rescue services for accidents occurring outside the marked ski slopes, 4 Vallées shall charge an amount determined on a case-by-case basis depending on the means committed and the time taken for the rescue operation. Any third-party fees (e.g. doctors, REGA, transport outside the area) will be invoiced separately and are payable directly by the Customer.

## 11. Delivery

Charges for preparation and delivery are indicated on the Order Confirmation.

Customers are exclusively liable for the accuracy and updatedness of the address communicated to 4 Vallées. 4 Vallées is not liable for failure to deliver a product if the address indicated by the Customer is incorrect or no longer valid.

In the case of dispatched products, the risks in connection with goods are transferred to the Customer once 4 Vallées remits the goods to the shipper of its choice.

If a package is returned by the shipper after unsuccessful delivery (expiry of post office time limits, wrong delivery address, etc.), an email notification shall be sent to the Customer at the address indicated in his/her profile or when the order was placed. If the Customer fails to respond within one month of the date of the email, the order shall be deemed cancelled. 4 Vallées shall be released from its obligation to deliver the goods, and it shall keep the amount paid by the Customer by way of contractual penalty, in full and final settlement of all and any claims in connection with the relevant order.

4 Vallées uses its best efforts to ensure that ordered products are delivered as soon as possible but cannot guarantee any delivery times or dates; delivery times and dates are indicated to Customers for information purposes only.

## 12. Inappropriate conduct

Passes may be withdrawn for inappropriate conduct as described in the regulations for lift users of the Remontées Mécaniques Suisses (e.g. damage to property, inappropriate behaviour toward 4 Vallées customers or third parties). These regulations are available at [the following internet address](#), and are an integral part of these GTCS. In case of inappropriate conduct, 4 Vallées reserves the right to impose other penalties on the persons concerned and, in particular, to suspend their Pass or impose a fine. Moreover, 4 Vallées reserves the right to take all legal action at its disposal and to report the persons concerned to the competent authorities.

It is strictly forbidden to climb the ski slopes on foot, for example, under no circumstances may the Customer access the Col de Chassoure by any method other than the dedicated ski lifts. This is for the Customer's own

safety and 4 Vallées cannot be held responsible for any accident caused by the Customer's inappropriate conduct.

The operating staff of 4 Vallées reserves the right to bar access to the ski slopes to persons with inappropriate sports equipment. The same applies to ski tourers ascending the ski slopes outside the marked routes specifically designed for this purpose.

## 13. Club Card

The General Terms and Conditions of the 4 Vallées Club Card are available in [the relevant annex](#). They form an integral part of the GTCS and are otherwise applicable. In case of discrepancy between the General Terms and Conditions of the 4 Vallées Club Card and the GTCS, the former shall take precedence.

## 14. Voucher Booklet

The Voucher Booklet General Terms and Conditions are available [in the relevant annex](#). They form an integral part of the GTCS and are otherwise applicable. In case of discrepancy between the Voucher Booklet General Terms and Conditions and the GTCS, the former shall take precedence.

## 15. Packages

The "lifts" component of a package is subject to the same GTCS as non-packaged products.

## 16. Gift vouchers

Customers may purchase gift vouchers at any Points of Sale. Gift vouchers are transferable and may therefore be given or transferred to third parties.

Gift vouchers may not be redeemed in cash, and do not bear interest.

Gift vouchers are valid for one year from the date of purchase. For gift vouchers bought on the Website, the reference date is the date of the Confirmation Order.

The re-sale or use of gift vouchers, in any form whatsoever, for commercial purposes is prohibited. The duplication or alteration of 4 Vallées gift vouchers is prohibited and punishable by law.

## 17. Customer's right of cancellation (in general)

The Customer may not cancel his/her order once payment has been made.

## 18. Contact particulars

Customer Services may be contacted in the three following ways:

- By means of the [Contact Form](#), indicating the lift station concerned as reference
- By post:
  - o For inquiries concerning Verbier, Tzoumaz/Savoleyres or Bruson, at the address of TELEVERBIER SA, Customer Services, CP 419, 1936 Verbier

- For inquiries concerning Nendaz or Veysonnaz, at the address of NV Remontées Mécaniques SA, Customer Services, Route de la Télécabine 63, 1997 Haute-Nendaz
- For inquiries concerning Thyon, at the address of Télé-Thyon SA, mention service client, Route de Thyon 12 (Batterie Thyon 2000 n° 4044), 1988 Thyon

- Through any Point of Sale.

## 19. Summary of the GTCS

To facilitate understanding, all or part of the GTCS may be summarised in inserts alongside the GTCS. Such inserts are not part of the GTCS; the GTCS alone are authoritative. The inserts are for explanatory purposes only and have no contractual value. They may not be relied upon by Customers.

## PARTICIPATION RULES

These Participation Rules govern participation in Contests. They are an integral part of the Terms and Conditions of Use and are otherwise applicable. In case of discrepancy between the Participation Rules and the Terms and Conditions of Use, the Participation Rules take precedence.

Contestants confirm that they have read and understood the Participation Rules, and that they accept them without reserves.

4 Vallées reserves the right to amend the Participation Rules at any time without notice. By not withdrawing their participation in the Contest, contestants expressly accept the new version of the Participation Rules. 4 Vallées encourages contestants to consult this page regularly for changes in the Participation Rules. The version of the Participation Rules valid at entry in a Contest shall apply between 4 Vallées and contestants.

The Participation Rules are supplemented by specific rules for each Contest published on the Website. In case of discrepancy between the Participation Rules and the relevant special rules, the latter shall prevail.

For the purposes of these Participation Rules, capitalised terms shall have the meaning defined in the Terms and Conditions of Use or the GTCS.

### 1. Eligibility

The specific rules may subordinate participation in a Contest to eligibility criteria. 4 Vallées may require contestants to prove their eligibility at any time, in particular at entry or before awarding a prize. Only adults (defined as persons age 18 or older for the purpose of these Rules) who are fully competent to exercise their civil rights may participate in Contests. The special rules regulating participation in certain Contests may allow minors to participate subject to parental approval.

### 2. Free entry

Entry in Contests is free of charge and without any obligation to purchase.

### 3. Assurance of ownership rights

A contestant who submits a work (photo, text, video, drawing, etc.) or any other form of content in the framework of a Contest expressly represents and warrants that he/she is authorised to do so, and that no third party has any claim of any nature whatsoever to the submitted work or content (also referred to as the "Entry").

The contestant represents and warrants that he/she is the exclusive author of the work and did not receive help or assistance from any other person in its creation. If the contestant worked with a third party to create the work, he/she represents and warrants that the third party has consented to entering the work in the Contest, and has consulted the Website, read (and accepted) these Participation Rules and the special conditions before the Entry was submitted.

The contestant represents and warrants that the creation of the work does not infringe any rules, contractual obligations or third-party rights or copyrights. Moreover, the contestant undertakes to respect all applicable laws, rules and regulations, and not to run any risks when participating in a Contest. The contestant undertakes to hold the 4 Vallées companies harmless of any liability towards third parties in connection with his/her Entry.

### 4. Transfer of rights

By virtue of submitting an Entry in a Contest, the contestant irrevocably grants 4 Vallées a free licence, unlimited in time or place, to use all his/her rights and, especially, copyrights in the work.

In this context, 4 Vallées shall be free, at its sole discretion and without limitation, to use, reproduce, exploit, publish or disseminate all or part of the work, in the original or a modified version.

4 Vallées may also publish the work on other websites or smartphone applications (including on social networks).

The winners of a Contest accept that their name or pseudonym be published on the Website, 4 Vallées smartphone applications, and on the social network pages followed or liked by 4 Vallées.

### 5. Prizes

4 Vallées can award prizes to the winners of any Contest.

Prizes are described in the special conditions. Any other product or additional expense on the part of 4 Vallées is excluded. 4 Vallées provides no guarantee in connection with the prizes; prizes are offered to winners as is. Prizes may not be resold or otherwise commercialised by the winners. Nor may prizes be exchanged or converted into cash.

If necessary, 4 Vallées reserves the right to replace a prize for a similar prize at any time, without notice, and at its entire discretion.

If a designated winner cannot be contacted or refuses a prize for whatever reason, 4 Vallées may award the prize to another winner.

## 6. Changes - Decisions - Liability

4 Vallées reserves the right to change or cancel a Contest at any time without giving reasons, in particular in case of unforeseen circumstances.

4 Vallées also reserves the right to cancel an entry or to reject a contestant or winner without notice and without giving reasons, especially in the case of fraudulent or unfair behaviour, actual or suspected, designed to skew the outcome of the Contest.

**MORE GENERALLY, ALL DECISIONS TAKEN BY 4 VALLEES WITH REGARD TO CONTESTS ARE FINAL AND BINDING. THEY ARE NOT SUBJECT TO NEGOTIATION OR APPEAL. NO CORRESPONDENCE WILL BE ENTERTAINED ON THE SAME. 4 VALLEES SHALL NOT BE REQUIRED TO JUSTIFY ITS CHOICES.**

**CONTESTANTS UNDERTAKE TO INDEMNIFY 4 VALLÉES, ITS GOVERNING BODIES, AGENTS AND REPRESENTATIVES FOR ANY DAMAGE IN CONNECTION WITH THE INFRINGEMENT OF THE PARTICIPATION RULES, ESPECIALLY WITH REGARD TO THE REPRESENTATIONS AND WARRANTIES UNDER ARTICLE 3.**

## PRIVACY POLICY (POLICY)

4 Vallées is fully aware of the trust placed in it, and of its responsibility with regard to the protection of personal data. Accordingly, 4 Vallées has established this Policy. This Policy is designed to specify the type of information collected during the use of the Website, the purpose of its collection, and how the collected data is processed to improve user satisfaction.

4 Vallées collects, processes and uses users' personal data in conformity with applicable law and the Federal Data Protection Act (DPA).

This Policy constitutes an integral part of the Terms and Conditions of Use which are otherwise applicable. In case of discrepancy between the Policy and the Terms and Conditions of Use, the Policy shall prevail. By accessing the Website or any of its subdomains, users confirm that they have read and understood the Policy, and that they accept it without reservations, irrespective of any registration or purchases on the Website.

Capitalised terms shall have the meaning defined in the Terms and Conditions of Use and the GTCS.

Users who provide their personal data to 4 Vallées expressly consent to the collection, storing and exploitation of such data by 4 Vallées within the limits of applicable law and in accordance with the terms and conditions of this Policy. Users may withdraw their consent to the processing of their personal data at any time. Such withdrawal shall not affect the lawfulness of any previous processing. 4 Vallées may find it impossible, through no fault of its own, to deliver all or part of its services to users who have withdrawn or refused their consent.

### 1. Data collection

We collect personal data in three ways:

- **Information freely provided to 4 Vallées by users:** in order to access our services and place orders through the Website, users are required to provide a number of personal particulars such as their name and

surname, email address, post address, phone number, etc. Payment data is stored exclusively with our partner **Datatrans SA**;

- **Information automatically collected by 4 Vallées on the Website or social media:** apart from the information freely provided by users accessing 4 Vallées services, 4 Vallées collects and uses various information about users' behaviour on the Website (browsing preferences, pages viewed, order history, etc.);

- **Information automatically collected at ski access gates:**

When the Website is used to access third-party services (Google Maps™, YouTube™, etc.), the relevant companies may also collect personal data through such services (localisation, user preferences, etc.). Therefore, before using such services, 4 Vallées advises users to carefully read the privacy policies of such companies.

For the purpose of fraud control by means of subsequent snap shot comparison, a photo of each Customer is taken automatically at the access gates. CCTV cameras are also in operation in the 4 Vallées area.

## 2. Data processing and storage

Personal data provided voluntarily is retained for 24 months after expiry of the validity of a Pass so as to facilitate its renewal. After this time limit, the personal data is deleted. Only email addresses and customer classification are retained for newsletters, which customers may readily unsubscribe at any time.

The information automatically collected on the Website is used to improve and customise 4 Vallées services so as to increase customer satisfaction. This information is processed anonymously.

The photos of each Customer taken automatically at the access gates for fraud control purposes are only accessible to Management and security staff. In case of fraud, they may be remitted to the competent judiciary authorities. They may also be shown to offenders, but will not be given to them. The photos are destroyed at expiry of the Pass. Passage data is retained for 10 days after collection for rescue purposes. After this time, the data is anonymised and used for statistical purposes. During its validity, data may not be communicated to third parties without the customer's prior consent, except at the request of the judicial authorities. Video surveillance pictures are retained for 7 days, and are accessible only to managers of TELEVERBIER SA, NV Remontées Mécaniques SA and Télé-Thyon SA. They may be remitted to the competent judiciary authorities.

## 3. Cookies

The Website uses cookies. Cookies are text files used to collect information on user preferences. They ensure the proper functioning of the Website and only record anonymous information.

By using the Website without changing their browser settings, users consent to the use of cookies. Users may block or delete cookies at any time by modifying their browser settings. As a result, certain Website functionalities may no longer be available. Therefore, 4 Vallées recommends that users keep cookies "turned on".

## 4. Google Analytics

To improve its services, 4 Vallées uses Google Analytics, an analysis service for websites provided by Google Inc., a US company. Google Analytics™ is an analytics tool that helps us understand how visitors engage with the Website. This tool may use cookies to collect anonymous data and generate reports on the usage statistics



of the Website; users cannot be personally identified by Google. The information produced by these cookies (including IP addresses) may be sent and stored on Google's servers in the United States or other foreign countries. Google will use this information to evaluate use of the Website, compiling reports about Website activity for the publisher and providing other services relating to Website activity and internet usage. Google may also transfer such information to third parties, including the platform publisher, where required to do so by law or where such third parties process the information on Google's behalf. Google will not associate an IP address with any other data held by Google. By using this Website, users consent to the processing of data about them by Google in the manner and for the purposes set out above. Users who do not want Google Analytics™ to record data about their visits to the Website may install an [opt-out browser add-on](#) to deactivate Google Analytics™.

4 Vallées also uses Google Analytics™ or Facebook™ advertising functionalities, which means that advertising cookies may be used to activate certain functionalities such as re-marketing (e.g. for products such as AdWords™ on the Google Display Network). As regards Google, further information about the use of cookies in advertising is available on [the relevant page of the Google website](#). Advertising cookies may be deactivated by modifying the [Google advertising settings](#) or by using the [Network Advertising Initiative tool](#).

By using our Website, you confirm that you consent to data about you being processed in accordance with the above explanations and subject to the confidentiality rules of Google™ and Facebook™.

## 5. Social Media Plugins

The social plugins of the following social media are incorporated in the Website: Facebook (exploited by Facebook Inc.), Twitter (exploited by Twitter Inc.), LinkedIn (exploited by LinkedIn Corporation) and Google Plus (exploited by Google Inc.).

If these plugins are enabled, the browser will establish a direct connection with the servers of the respective social network as soon as the user accesses the Website, and will transmit information to the social network.

Even if the user is not a member of the social network concerned, the operator of the network may have access and store data like the IP address via the social plugin.

4 Vallées does not know the content of the transmitted data, nor what use the social network makes of such content. Users may read more about this subject in the privacy policies of the social media concerned.

## 6. Rights to the data

In accordance with data protection legislation, users are entitled to access, at no charge, the data recorded about them and to rectify or delete any data that is inaccurate or incomplete.

Data may be rectified online for users holding an account, or at the cash desk.

At their request, 4 Vallées will communicate Customers' data to them within 7 days in compliance with data portability rights.

4 Vallées guarantees the Customer's right to refuse any automatic processing of his/her data, except for any processing required for rescue or anti-fraud purposes.

Data processing records may be obtained by a duly substantiated request to [info@4vallees.ch](mailto:info@4vallees.ch).



For the erasure of data, users should contact the below email address. 4 Vallées will then erase the personal data unless it is obliged to retain all or part of such data for legal purposes. Data in connection with services which are still valid (e.g. valid Passes) will in no event be deleted.

Users should address their request by post to one of the addresses referred to in Article 20 of the GTCS, or by email with clear and unmistakable means of identification, to:

- [data.privacy@televerbier.ch](mailto:data.privacy@televerbier.ch)
- [data.privacy@nvrn.ch](mailto:data.privacy@nvrn.ch)

## 7. Security of personal data

Personal data is protected against unauthorised processing by appropriate technical and organisational measures. However, 4 Vallées cannot guarantee the absolute security of personal data.

## 8. Misuse of services

In the case of misuse of the Website, especially in the eventuality of punishable acts, the personal data can be analyzed in order to clarify the situation and, on duly justified request, transmitted to the competent official authorities or to the third party affected by the misuse.