

**SPECIFIC TERMS AND CONDITIONS OF ONLINE SALES OF SKI LIFT PASSES**

**S.T.G.M. COMPANY TELEPHERIQUES DE LA GRANDE MOTTE**

Public limited company with a board of directors and a capital of €3,240,000.00

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Registered with ORIAS as an intermediary insurance agent under the number 17007382 ([www.orias.fr](http://www.orias.fr)),

Insured for professional liability under the conditions provided by Article L220-1 of the Insurance Code, with Allianz IARD - 1, cours Michelet - CS 30051 - 92076 Paris Defense Cedex, France,

Operator of the TIGNES ski area,

Hereinafter referred to as the "Operator".

**ARTICLE 1. GENERAL INFORMATION**

The present terms and conditions shall be valid from **5 December 2018**.

The validation of an order placed online

- Either at [www.skipass-tignes.com](http://www.skipass-tignes.com) (hereinafter referred to as "Website"),
  - Or through touchpad tablets at clients' disposal at certain points of sale,
- implies acceptance by the individual (hereinafter referred to as the "Client(s)") of the present Specific Terms and Conditions of Online Sales.

Should any provision herein be found lacking, it shall be considered governed by the current applicable practices in the online sales sector and for companies whose registered office is located in France.

The present terms and conditions supplement the "General Terms and Conditions of Sale of Ski Lift Passes" and "General Terms and Conditions of Use of Ski Lift Passes" (hereinafter referred to as "Pass(es)"), posted at all points of sale and available online.

These conditions apply exclusively to natural persons identified as consumers as defined by the preliminary article of the Consumer Code.

All documents of these conditions are made available to Clients, who can download or print them.

Legally binding information is presented in French.

**ARTICLE 2. PRODUCTS OFFERED**

Online sales allow Clients

- To register or recharge a ski pass on a free physical medium, the "Liber'Tignes card/Keycard"
- To benefit from the advantages of the Pass-Tignes loyalty program and to register a Pass on a valid "Pass'Tignes" card. NB: This physical medium is no longer for sale and the program will conclude on the expiry date of the Client's card, no later than September 1<sup>st</sup>, 2020.

These "hands free" Passes are loaded onto a physical medium containing a chip; the rechargeable card activates the turnstile terminals to access the ski lifts.

Touchpad tablets are made available to Clients at certain points of sale and allow the purchase or recharging of the Passes mentioned on these devices. For a first purchase, a physical medium is made available to Clients at these points of sale.

The list and the characteristics of the different Passes offered for purchase and/or recharging (geographical area, validity period...) are presented on the specific price list of each sales channel and available on the latter. All Passes remain available at the physical points of sale of the Operator.

**Reminder:** The **Pass** consists of a **physical medium** encoded with a **ski lift pass** and a **proof of purchase**, sent by email upon confirmation of the online purchase or recharging of the Pass (hereinafter referred to as "Proof of purchase").

**NB:** In order to benefit from the "loss or theft of Passes" procedure defined in article 4 of the General Terms and Conditions of Use of Ski Lift Passes, the Client must imperatively provide the Operator with this Proof of Purchase.

### **ARTICLE 3. ONLINE ORDER PROCEDURES**

The order can only be registered if the Client has clearly identified himself

- On the Website, either by entering his access code (login + password), which is strictly personal, or by completing the online form, thereby obtaining an access code.
- On touchpad tablets at points of sale by entering his email address.

The Client can verify the order details and total price and correct any possible errors before official validation of the order (Article 1127-2 of the Civil Code).

To finalise the Order, the Client must be aware of the present Terms and Conditions as well as the General Terms and Conditions of Sale and the General Terms and Conditions of Use of Ski Lift Passes, accept them and proceed with payment according to the procedures described in Article 4.

The Operator will confirm the order with the Client through an email, which will contain a recapitulation of all the products the Client has validated in the order and shall constitute the **Proof of purchase**.

Except in cases of online recharging referred to in Article 7, complete online orders (including payment and photograph) must be completed on the Operator's website **no later than the fifteenth day (for foreign orders and French overseas departments and territories) and no later than the tenth day (for mainland France orders) before the first day of validity of the Pass**.

If these deadlines are not respected, the Client cannot receive the ordered items at home.

However, should the Client agree to pick up his Pass at the ski resort, complete orders (including payment and photograph) can be placed on the Website:

- Until the **fifth day** before the first day of validity of the Pass, for pick-up at the point of sale Brévières;
- Until the **third day** before the first day of validity of the Pass, for pick-up at the point of sale Tovière;
- Until the **second day** before the first day of validity of the Pass, for pick-up at the Grande Motte Ski Area Information Point;
- Until the day before the first day of validity of the Pass for retrieval at a skibadge automaton (note that withdrawal is not possible for the purchase of "season" Passes).

In this case, the Client must withdraw his Passes from the point of sale or from the skibadge automaton chosen when ordering. This withdrawal is possible the day before the first day of validity of the corresponding Passes, taking into account their opening hours.

All orders imply acceptance of the description of services and tariffs.

#### ARTICLE 4. TARIFFS AND METHODS OF PAYMENT

Prices indicated are in Euros inclusive of all taxes and take into account applicable VAT rates on the date the order is placed.

When placing an order online, the Client declares to be the title-holder of official documents justifying the tariff advantages from which the Client may benefit.

It is specified that **shipping costs are covered by the Operator.** Orders can also be sent by registered mail, for the price of five (€5) Euros per order.

The price of the online order is due when the order is placed. Payments must be made in euros by bank card.

It is specified that on the Website, payment by bank card is made via a secure online payment solution (Lyra Network/ Payzen), which guarantees the confidentiality of payments. The payment is made via electronic payment terminal with immediate payment.

On tablets, payment is made by means of an electronic payment terminal with direct bank card payment.

At no point in time is the Operator aware of the bank card numbers the Client must provide. The Operator is only notified by the bank that a transfer corresponding to the amount of the order has been credited to its account.

#### ARTICLE 5. ACKNOWLEDGMENT OF RECEIPT OF ORDER BY OPERATOR

Orders paid by bank card and confirmed will be subject to authorisation from the client's banking establishment. If bank authorisation is declined by the Client's bank, the order process will be cancelled and the Operator shall not be held liable.

Once the online order is confirmed by the Client, the Operator will acknowledge receipt of the order by email, which shall constitute the **Proof of purchase** and includes a recapitulation of the order and the receipt.

#### ARTICLE 6. DELIVERY OF THE ORDER AND RETRIEVAL

Except in the event of online recharging referred to in Article 7, the Client may choose one of the following:

- Home delivery to the address indicated by the Client for this purpose  
Except in the event of force majeure, the Operator commits to delivering the Passes by postal mail the **second day at the latest before the Passes' first day of validity for mainland France and the fourth day at the latest before the Passes' first day of validity for foreign orders and orders by French overseas departments and territories** (attested by the postmark date).

- To pick up the Passes at the Operator's point of sale he has chosen from the day preceding the day of the validity of the Passes, taking into account opening hours.

The copy of the **Proof of purchase** and an official valid identification document will then be requested by the services of the Operator. Otherwise, the ordered Passes cannot be issued.

The order will then be issued to the Client, subject to the signature by the latter of a receipt.

- To retrieve the Pass from a skibadge automaton from the day before the first day of validity of the Passes, taking into account the opening times and availability of the machines. The Client will need to enter the personal code received by email.

#### ARTICLE 7. SPECIFIC FEATURES OF ONLINE RECHARGING

The Pass issued on physical medium "Pass'Tignes" or the "Liber'Tignes card/Keycard" can be recharged with products via the website **no later than one (1) hour before the start of the validity of the Pass in question.**

Payment is made by bank card.

A proof of receipt of the order is sent by the Operator to the Client, who shall retain this Proof of purchase, notably in the event of verifications while using the ski lifts.

The Pass will be automatically recharged during the first passage of the Client through the "hands-free" access points.

## **ARTICLE 8. ABSENCE OF RIGHT TO WITHDRAWAL**

The sale of Passes is not subject to the application of the right to withdrawal provided for in Articles L 221-18 et al. of the Consumer Code regarding remote sales.

However, the sale of "Carré Neige" insurance products remains subject to the provisions of the right to withdrawal in case of multi-insurances provided for by the Insurance Code, whose terms can be found in the Special Agreements (information notices) section, available online ([www.carreneige.com](http://www.carreneige.com)).

## **ARTICLE 9. MODIFICATION OF ORDER**

The modification of an order cannot be used by the Client to benefit from any promotional offer and/or price reduction whatsoever.

An order modification request may be sent to the Operator, provided it relates exclusively to a change in the dates of validity or duration of the ordered Pass, for the ongoing season for which the Pass(es) was/were ordered.

No other modification of any nature whatsoever, particularly regarding price, will be accepted by the Operator. As a result, any request for modification other than a change of the validity date or duration of Passes will not be processed.

The Operator agrees to process order modification requests, excluding Internet promotions and exclusive offers, until the day preceding the first day of validity of the corresponding Passes.

For this modification, a request must be sent to the Operator by email or postal mail at the following addresses: [vad.tignes@compagniedesalpes](mailto:vad.tignes@compagniedesalpes) or *STGM – Service Vente en ligne-Gare de la Grande Motte – B.P. 53 – 73321 TIGNES Cedex, FRANCE.*

This request must imperatively contain the reference number of the order, mentioned on the **Proof of purchase**. This request must be sent by the Client no later than forty-eight (48) hours before the start of the validity of the relevant Pass.

The postmark will attest to the date of any request for modification by postal mail. In case of request for modification by email, the date of sending of the latter will determine the date.

**After the period of 48 hours before the first day of validity of the Passes ordered, no modification request will be accepted by the Operator.**

There is an exception for titleholders of valid "Pass'Tignes cards": these Clients can address their modification request (free of charge) prior to the first use of the Pass.

Please note: For any purchase made on one of the aforementioned tablets, the Client must present himself at a point of sale of the Operator for any modification request. The conditions applied are identical to those defined in the present article.

- **If the Pass to be modified is of the same duration and the same price**

In the event of a first purchase of a Pass, the Operator acknowledges receipt of this modification request by e-mail.

The Client must then go to the Operator's Online Sales Service no later than the first day of validity of the Pass, so that the modification can be registered in the computer ticketing system, at no additional cost.

In case of recharging, the Operator acknowledges receipt of this modification request by e-mail. The Operator effectuates the modification directly on the dates of validity via its computer ticketing system.

The change of the validity dates occurs automatically during the first pass of the Client through the "hands-free" access points, at no additional cost.

- **If the Pass to be modified has a longer or shorter validity period**

The Operator acknowledges receipt of this modification request by e-mail and cancels the first pass (including any associated Carré Neige insurance).

The Client must then proceed to order a new pass on the Website.

Once this new order has been confirmed, the Operator will re-credit the Client's bank card with the cost of the first pass (including associated Carré Neige insurance), within a period of fifteen (15) days.

## **ARTICLE 10. CANCELLATION OF ORDER**

The cancellation of an order cannot be used by the Client to benefit from any promotional offer and/or price reduction whatsoever.

A cancellation request must be sent to the Operator by email or postal mail at the following addresses: vad.tignes@compagniedesalpes or STGM – Service Vente en ligne-Gare de la Grande Motte – B.P. 53 – 73321 TIGNES Cedex, FRANCE.

This request must imperatively contain the reference number of the order, mentioned on the **Proof of purchase**.

This request must be sent by the Client no later than forty-eight (48) hours before the start of the validity of the relevant Pass.

The postmark will attest to the date of any request for cancellation by postal mail. In case of request for cancellation by email, the date of sending of the latter will determine the date.

The Operator re-credits the Client's bank card with the amount of the cancelled order within a period of fifteen (15) days from the cancellation request.

The Client may keep the "Pass'Tignes card" physical medium of the cancelled pass, which can be reused or recharged thereafter. In this case, the Operator credits the Client's bank card with only the amount of the cancelled ski lift pass (including associated Carré Neige insurance) within a period of fifteen (15) days from the cancellation request.

**Beyond the period of 48 hours before the first day of validity of the Passes ordered, the same cancellation procedure applies, but the Client must pay cancellation fees of a lump sum of ten euros (€10) per order.**

There is an exception for titleholders of valid Pass'Tignes cards: The Client can send the cancellation request (free of charge) prior to the first use of the Pass.

Please note: For any purchase made on one of the aforementioned tablets, the Client must present himself at a point of sale of the Operator for any cancellation request. The conditions applied are identical to those defined in the present article, except for reimbursement, which, depending on the choice of the Client, may take the form of a credit voucher or a re-crediting of his bank card.

Please note: A cancellation is only possible if the relevant Passes have not been used, even partially.

## **ARTICLE 11. TRACKING THE ORDER**

For any additional information, the Online Sales Service is available to the Client at the address indicated in the previous article.

## **ARTICLE 12. RESPONSIBILITY**

The Operator is responsible for proper fulfilment of the obligations inherent in the contract concluded online, whether these obligations are to be fulfilled by the Operator or by other service providers, without prejudice to a right of recourse against them. However, the Operator may waive all or part of its liability, by proving that the non-fulfilment or the improper fulfilment of the contract is/was attributable to the consumer, to unpredictable and insurmountable circumstances, to third parties, or in case of force majeure. (Art L221-15 of the Consumer Code).

## **ARTICLE 13. TERMINATION FOR DEFAULT OR DELIVERY DELAY**

Except in cases of force majeure as defined by Article 1218 of the Civil Code, should the Operator fail to provide the services on the date or within the time limit indicated to the Client or, failing this, at the latest, thirty (30) days after the conclusion of the contract, the Client may terminate the contract, by registered letter with acknowledgment of receipt or in writing on another material format, if, after obliging the Operator, under the same procedures, to provide the services within a reasonable supplementary time, the latter did not respect the time limit(s). The contract shall be deemed terminated upon receipt by the Operator of the letter or writing, informing of this cancellation, unless the Operator has fulfilled its obligation in the meantime.

The Client may immediately dissolve the contract if the Operator refuses to provide the services or fails to fulfil its obligation to provide the services on the date or within the time limit indicated to the Client, and if the date or time limit constitutes an essential condition of the contract for the Client, specifically conditions resulting from circumstances involving the conclusion of the contract or following an express request on behalf of the Client prior to entering the contract (Article L216-2 of the Consumer Code).

## **ARTICLE 14. PROOF, PRESERVATION AND ARCHIVING**

The Client's providing the information related to his bank card number online, and, in general, validating the final confirmation of the order placed by the former, constitutes valid proof of the entirety of the transaction in accordance with Article 1366 of the Civil Code, along with the requirement of payment. This confirmation qualifies as a signature and declares acceptance of all operations undertaken on the online sales site.

The Client must imperatively retain the order confirmation, which serves as the Proof of purchase and the only document binding in the event of a dispute regarding the terms of the order, notably in the event of verifications during ski lift usage.

In accordance with Article L213-1 of the Consumer Code, for all online orders amounting to at least €120, the Operator keeps a written record of the Client's order for a period of ten years from the date of execution of the corresponding service, and guarantees the Client access to it at any time for the same period, upon simple request of the latter.

## **ARTICLE 15. INTELLECTUAL PROPERTY**

All elements of the Website and touchpad tablets, which are the property of the Operator, remain the exclusive intellectual property of the latter.

Any reproduction of any element of the above, including any simple or hypertext link, is strictly forbidden, unless the Client obtains express prior authorisation by the Operator.

#### **ARTICLE 16. PROTECTION OF PERSONAL DATA**

For further information about the protection of personal data, please see the “**legal notice**” section of the specific sales channel.

#### **ARTICLE 17. TRANSLATION – APPLICABLE LAW – SETTLEMENT OF DISPUTES**

Should the present Specific Terms and Conditions be drawn up in several languages, it is expressly understood that the French version of the present Specific Terms and Conditions shall be the only legally binding version. As a result, and in the event of difficulties of interpretation/application of any of the provisions of the present Specific Terms and Conditions, the French version should be expressly and exclusively referred to. The present Specific Terms and Conditions are subject to French law for all interpretation and application.

In accordance with Article L 211-3 of the Consumer Code, in the event of a disagreement regarding validity, interpretation or application of these terms and conditions, the Client has the right to a free recourse to a conventional mediation procedure, or any other alternative means of dispute resolution. We inform the Client of his right to a process of mediation, conducted by the **Tourism and Travel Mediator** (MTV Médiation Tourisme Voyage, BP 80303, 75823 Paris Cedex 17, France) according to the conditions stated on the site [www.mtv.travel](http://www.mtv.travel), within a maximum of one (1) year from the date the written claim was sent to the Operator.

The Client can also contact the European Dispute Resolution Platform, accessible on the internet at the following address: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>.

In the event of a failure to reach an amicable settlement, the Client can pursue legal action either in a jurisdiction territorially competent under the Code of Civil Procedure, or in the jurisdiction of the location where the Client was present at the time of entering the contract or where the injurious event occurred (Article R. 631-3 of the Consumer Code).