

GENERAL TERMS AND CONDITIONS OF USE OF SKI LIFT PASSES

COMPANY TELEPHERIQUES DE LA GRANDE MOTTE (S.T.G.M.)

Public limited company with capital of €3,240,000.00

SIREN (French Company Code): 076 920 024 - CHAMBERY RCS (Company Trade Register)

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Registered with the ORIAS as an intermediary insurance agent under the number 17007382 (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 general terms and conditions apply to all ski lift Passes (hereinafter referred to as "Pass(es)") issued by the Operator, which allow access to ski areas of Tignes or area connecting Tignes & Val d'Isère **from 5 December 2018**.

The present general conditions are supplemented by the General Terms and Conditions of Sale of the entity that engages in the sale of the Pass to the User.

Should any provision herein be found lacking, it shall be considered governed by the current practices in force in the ski lift industry and for companies whose registered office is located in France.

The acquisition of a Pass implies that the individual (hereinafter referred to as "User") has full knowledge of and accepts all the present general terms and conditions, without prejudice to common forms of legal recourse.

IMPORTANT:

Each issuance of a **Pass** results in a **proof of purchase**, mentioning the category (adult, child, etc.), the date limit of the validity period, the Keycard number of the **ski pass** and any insurance subscription.

This **proof of purchase** must be imperatively retained by the User, who will be asked to present the pass in the event of an inspection by the Operator as well as to respond to any request (e.g. loss or theft of Pass, emergency, complaint) from the Operator or the Company Téléphériques de Val d'Isère (operator of the Val D'Isère ski area), if applicable.

The Pass is strictly personal and non-transferable, unless the Pass corresponds to the shortest duration on the price chart. The User is therefore responsible for retaining his Pass to ensure it cannot be used by a third party.

ARTICLE 2. INSPECTION OF PASSES

Every Pass, issued on a numbered physical medium, shall be used for a predetermined validity period and age category. The information on the card regarding the validity of the Pass has no contractual value. Only the information contained on the chip of the physical medium shall be binding.

All Passes allow free usage of the ski lifts in the authorised ski area during the validity period issued, without any priority whatsoever.

The validity area of the Pass is defined on the slopes/piste map for the ongoing winter season and during the ski lift opening hours, posted at the Operator's points of sale and/or at the ski lift departure area, **subject to meteorological and snow conditions.**

A User with a Pass providing access to the Tignes & Val d'Isère linked ski area must make his first passage of the day in the ski area from which he purchased the Pass (Tignes or Val d'Isère, whichever applicable).

The Pass (accompanied by the **proof of purchase**) must be kept on the User during all transport via ski lift, from departures through arrivals, so it can be detected by the automatic control system or presented to any Inspector, duly appointed by the Operator, who reserves the right to such verifications.

Should an Inspector affirm the User's absence of a Pass, the usage of an invalid Pass or a User disregarding the policy regulations displayed at ski lift points, the offender can regularise the situation through an immediate transaction of payment of a lump sum in addition to applicable fees for the ski pass.

The amount of this lump sum can equal up to **five (5) times the value of the Day Ski Pass, in accordance with applicable regulations** (Articles L342-15, R342-19 and R342-20 of the Tourism Code and Articles 529-3 et al. of the Code of Criminal Procedure).

Inspectors can demand the presentation of any documents justifying the tariff benefits granted to the User and Pass-holder in case of a reduced tariff or complementary Pass. The various age categories are systematically verified at ski lift points, signified by different illuminated colours.

If the offender is unable or unwilling to immediately pay the sum required, therein refusing to complete the transaction, an official report of the offense shall be written up by the Inspector. Should the User fail to make an immediate payment directly to the Inspector, the latter has the right to demand justification of the identify and address of the offender.

If the offender refuses or is unable to justify his identity, the inspector shall immediately report the fact to any competent officer of the national police or national gendarmerie of the appropriate jurisdiction, who may then order the offender to present himself immediately.

The procedure described in the preceding paragraph shall be terminated immediately if the offender proceeds to pay all the required fees related to the transaction. In this case, a receipt of payment will be issued.

The offender has a limited time, as provided by law:

- To settle the amount of the transaction which includes:
 - o A possible payment for the Ski Pass;
 - o The lump sum payment;
 - o Administrative fees, in accordance with the provisions of article 529-4 of the Code of Criminal Procedure;
- Or to send a letter of contestation to the Operator.

If payment is not made within the legal deadline or a contestation is not filed, the offender is subject to criminal prosecution in accordance with the provisions of Article 529-5 of the Code of Criminal Procedure.

Finally, the fraudulent use of a Pass (expired, falsified or counterfeit, non-transferable pass used by a third party...) shall result in its immediate withdrawal and, if required, the filing of legal proceedings.

ARTICLE 3. DEFECTIVE PHYSICAL MEDIUM OF PASSES

User instructions: To facilitate the transmission of information encoded while passing through control terminals, the Pass must be worn on the left side, preferably separate from a mobile phone, keys and any item made wholly or partially of aluminium.

The physical medium must not be bent, torn or placed near a heat source.

Should the card fail to function or prove technically defective during its validity period (three years), the Operator will replace the card, at its own cost, when the unusable card is turned in at one of the Operator's points of sale. However, after verification, if the defectiveness of the physical medium is due to the User (e.g. disregarding the user instructions), the Operator shall charge the User the processing fees described in Article 4 below.

In the event the defective physical medium was issued by the Company Téléphériques de Val d'Isère, the request cannot be processed by the Operator.

The User must send his request to the Company Téléphériques de Val d'Isère in accordance with the General Terms and Conditions of Use of Passes established by the latter.

ARTICLE 4. LOSS OR THEFT OF PASSES

The provisions below apply exclusively to Passes issued by the Operator.

Therefore, in case the lost or stolen Pass was issued by the Company Téléphériques de Val d'Isère, the request cannot be processed by the Operator.

The User must send his request to the Company Téléphériques de Val d'Isère, in accordance with the General Terms and Conditions of Use of Ski Lift Passes established by the latter.

All Passes result in a proof of purchase issued to the User.

- **Information to provide**

In case of loss or theft of a Pass of any duration, the User must file a declaration at points of sale of the Operator and provide the **proof of purchase**, which includes the following information: Keycard number, acquisition date and duration of validity.

- **Processing fees**

To obtain a duplicate, the User must also pay a **processing fee** at the fixed rate of ten euros including all taxes (€10.00, all taxes included), except for titleholders of a Tignes Pass.

- **Issuing a duplicate**

- Any Pass declared lost or stolen by the User to the Operator will be deactivated by the latter and no longer allow access to the ski area.

- Subject to regulatory verifications, the same day the declaration of loss or theft is submitted to a point of sale of the Operator, the User may pick up a duplicate from this point of sale (valid for the remaining time of the Pass).

- **PLEASE NOTE**:

If the User cannot provide the necessary information mentioned to issue a duplicate, no duplicate will be issued and the User cannot take any legal recourse against the Operator.

ARTICLE 5. RESPECT OF SAFETY REGULATIONS

All Users are obliged to respect the safety regulations relating to ski lift transportation; notably the policy regulations displayed at the ski lift departure points, the accompanying pictograms as well as all instructions given by the Operator's staff, subject to a penalty.

The same applies to the municipal decree relating to safety regulations for ski slopes; the User is recommended to familiarise himself with the "10 rules of good conduct for ski slope users" published by the International Ski Federation (FIS).

ARTICLE 6. PROTECTION OF PERSONAL DATA

User transport:

Personal data of User transport is collected for the management of access operations for ski lifts and for the verification of Passes.

This data processing is based on a contract of transport to which the User is a party.

Collected data is intended for the Operator, and, where applicable, for the company STVI in its capacity as operator of the connected ski area.

The collected data is kept for the time required to achieve the above-mentioned purposes.

Verification of Passes:

The personal data collected by Inspectors during Pass verifications are the subject of processing related to the follow-up of the infringements recorded within the framework of the police of public land transport services. The User is also informed by a logo that photographs are automatically taken while passing through the ski lift access terminals of the Tignes ski area ("Photocompare" system). Such photographs are then compared by sworn inspectors who can identify fraudsters (to uphold the principle of non-yielding and non-transferability of Passes). The processing is based on the legitimate interest of the Operator to fight fraud.

All the information collected by the Operator for the treatment mentioned above is mandatory.

The data collected is intended for the Operator and, where appropriate, exclusively prosecution authorities.

The collected data is kept for the following periods of time:

- In the event of the lump sum payment, the data relating to offenders and offenses is deleted when the payment is made. This data, however, may be archived on an independent external database, accessible exclusively to authorised agents of the Operator and for specific requests, for a maximum additional period of two years from the confirmed payment of the sums due.
- In the case of non-transactional offenses, data on offenders and recorded offenses are retained for up to twelve consecutive months to determine whether the usual committed offense is provided for in Article L. 2242-6 of the Transport Code. This data is also archived on an independent external database, accessible only to authorised agents and for specific requests, for an additional maximum of two years from the conclusion of the twelfth month in the computer database.
- Photographs recorded in the Photocompare system are deleted at the end of validity of the corresponding Pass.

Common provisions:

All the data processing mentioned above is carried out under the responsibility of the Operator, represented by Mr Pascal ABRY, General Director, whose contact details are indicated in the header of these General Terms and Conditions of Use.

All the data may be transferred to a non-member country of the European Union. The Client can obtain additional information on the sharing of data and applicable guarantees from the Operator.

In order to preserve the confidentiality and security of personal data and in particular to protect such data from unlawful or accidental destruction, accidental loss, accidental alteration, unauthorised disclosure or unauthorised access, the Operator implements appropriate technical and organisational measures, in accordance with

applicable legal provisions. To this end, it has put in place technical measures (such as firewalls) and organisational measures (such as an identification/password system, physical means of protection, etc.).

The User reserves the right to access the data concerning himself and to have the data rectified or deleted, to transfer the data or have it transferred to a third party, to impose a limitation of its usage or refuse its usage. The Operator shall comply with this request, subject to adherence to legal obligations incumbent upon it.

The User may exercise these rights:

- By postal letter sent to the following address: STGM– Service Protection des données personnelles – BP 53-73221 TIGNES Cedex, FRANCE; or
- By sending an email to the following address: stgm.privacy@compagniedesalpes.fr

In the interest of confidentiality and protection of personal data, the Operator must be able to verify the identity of the User in order to respond to his request. For this purpose, the User must provide, taking into account the exercise of the aforementioned rights, a photocopy of an official identity document, mentioning date and place of birth and bearing his signature, in accordance with the provisions of law n° 78-17 of 6 January 1978, known as the French Data Protection Act, Article 92 of the decree of 20 October 2005 for the application of this law, and the European regulation 2016/679 of 27 April 2016 on the protection of natural persons regarding the processing of personal data and the free sharing of such data.

Finally, the User has the right to file a complaint with the CNIL (French Data Protection Authority), if the Client considers that his rights have been breached. Contact information of the CNIL: Commission Nationale de l'Informatique et des Libertés, 3 place de Fontenoy, TSA 80715, 75334 Paris Cedex 07, France – Tel.: +33 (0)1 53 73 22 22 – Fax: +33 (0)1 53 73 22 00 – Website: <https://www.cnil.fr/fr/plaintes>.

In application of Article 90 of Decree no. 2005-1309 of 20 October 2005, the User can receive the information presented above in written form, upon simple verbal or written request addressed to the aforementioned services.

ARTICLE 7. CO² REPORTING FOR TRANSPORT SERVICES

In application of Article L 1431-3 and D1431-1 to 1431-23 of the Transport Code, the Operator shall provide notification of the following CO² information regarding ski lift transport:

- The CO²e transport for a 1-day Winter Tignes-Val d'Isère Pass is 50.91 g CO²e, equivalent to a car route of 0.364 km;
- The CO²e transport for a 6-day Tignes-Val d'Isère Pass is 305.5 g CO²e, equivalent to a car route of 2.182 km.

Method of calculation: 6g CO²e /kwh /100% renewable energy /diesel fuel car 140g/km (class C, current average).

For further information, please contact: STGM- Service Qualité Sécurité Environnement - Gare de la Grande Motte – B.P. 53 – 73321 TIGNES Cedex, FRANCE.

ARTICLE 8. TRANSLATION – APPLICABLE LAW – SETTLEMENT OF DISPUTES

Should the present general terms and conditions be drawn up in several languages, it is expressly understood that the French version of the present general 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 general terms and conditions, the French version should be expressly and exclusively referred to.

The present 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 dispute regarding validity, interpretation or application of these terms and conditions, the User has the right to free recourse to a

conventional mediation, or any other alternative means of resolving a dispute. We inform the Client of his right to a procedure of mediation, conducted by the **Tourism and Travel Mediator** (MTV Médiateur du Tourisme et du Voyage: BP 80303, 75823 Paris Cedex 17, France) according to the conditions detailed on their site www.mtv.travel, within one (1) year of the date of the written complaint sent to the Operator.

The User 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 User can pursue legal action either in a jurisdiction territorially competent under the Code of Civil Procedure, or in the jurisdiction of the location where he was present at the time of entering the contract or where the injurious event occurred (Article R. 631-3 of the Consumer Code).