

**GENERAL TERMS AND CONDITIONS OF SALE  
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 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)") sold by the Operator, which allow access to the ski area(s) of Tignes and/or Tignes & Val d'Isère (space linking to the Val d'Isère ski area).

The present general terms and conditions are applicable for all passes sold by the Operator from 5 December 2018.

These general terms and conditions are supplemented by the General Terms and Conditions of Use of Ski Lift Passes, attached.

Online purchases (on the website, touchpad tablets) are also subject to the Specific Terms and Conditions of Online Sales posted at the corresponding sales channel.

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

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

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

The Client acknowledges all responsibility to remain informed of the various Passes and tariffs and to select the most suitable option. Under no circumstance shall the Operator be held liable for the Client's choice.

The Pass is issued on a physical medium mentioning its number, referred to as the "Keycard number". The Pass is composed of a physical medium encoded with a ski pass and a "proof of purchase".

The duration of a Pass stating the number of days implies "consecutive days" of a specific dated period.

Other Passes that may be available for purchase include "Non-Consecutive Days Passes". Their period of validity is defined on the tariff charts available at points of sale. At the end of the specified period, if the credit of days has not been completely used, the remaining credit cannot be deferred, refunded or exchanged.

The Operator, in its capacity as an Intermediary Insurance Agent, proposes the purchase of "Carré Neige" insurance to the Client, in addition to the Pass purchase. This contract is subject to insurance conditions, which the Client may consult at points of sale or download either directly from the website: [www.carreneige.com](http://www.carreneige.com) or through a hypertext link on the Operator's website ([www.skipass-tignes.com](http://www.skipass-tignes.com)).

### **IMPORTANT:**

The issuance of each Pass results in a "proof of purchase", which states the category (adult, child, etc.) the date limit of the validity period, the Keycard number of the ski pass and, if applicable, any insurance subscription.

This "proof of purchase" must imperatively be retained by the Client, who must be able to present it to the Operator upon demand in case of inspection or specific circumstances (e.g. emergency, loss or theft of Pass, complaint).

## **ARTICLE 2. PHYSICAL MEDIUM OF PASSES**

No new Pass can be registered until the skipass originally encoded on the physical medium has been completely used. Otherwise, the initial pass will be irretrievably cancelled, and the Client cannot claim any compensation. Only the registration of a ski area extension may still be possible.

The titleholder of a physical medium does not benefit from any reduction on the price of the Pass, should the client recharge it at a point of sale or online.

### **2.1 The Liber'Tignes Card/Keycard**

The card is rechargeable and can be used once of several times, for a maximum of three (3) years.

This card, incorporating a chip encoded or containing the Pass that provides access to one of the ski areas referred to above, is issued free of charge by the Operator when a Pass is purchased (at points of sale, Skibadge automats, [www.skipass-tignes.com](http://www.skipass-tignes.com), and on touchpad tablets made available at certain points of sale).

The rechargeable card associated with the "season" Pass costs ten (10) euros inclusive of all taxes, and is valid for three (3) years.

### **2.2 The Pass'Tignes card**

This loyalty program membership card is no longer available for purchase. The Operator will terminate the loyalty program associated with this card on the expiry date of the Client's card, meaning at the latest, on 1<sup>st</sup> September 2020. The terms of operation of this program can be consulted on the website [www.skipass-tignes.com](http://www.skipass-tignes.com).

This card also serves as a rechargeable physical medium, up to a maximum of three (3) years from September 1<sup>st</sup> of its year of issue.

However, any fare privileges granted during the purchase of Passes, as provided for through the Pass'Tignes loyalty program, are only available on the website [www.skipass-tignes.com](http://www.skipass-tignes.com) to holders of a valid card. The card is strictly personal and non-transferable.

## **ARTICLE 3. PHOTOGRAPH OF THE CLIENT**

The sale of any Pass (i) of a duration of validity equal to or greater than thirteen (13) days, (ii) issued on a "Pass'Tignes" card, (iii) "free" for a period of two (2) days or more, requires the Client to submit a recent identity photograph, showing the frontal view of the Client's face, without sunglasses nor head covering.

The photo will be kept by the Operator in the computer ticketing system to facilitate any possible recharging or reissuing of the Pass, on the condition of the Client's prior consent (see "Protection of Personal Data" below).

## ARTICLE 4. TARIFFS & PAYMENT METHODS

### 4.1. Tariffs

The public tariffs for ski passes and Carré Neige insurance are posted at the Operator's points of sale and on the website [www.skipass-tignes.com](http://www.skipass-tignes.com). Tariff charts are also available at the points of sale and at "Maisons de Tignes" ("Houses of Tignes") sites.

The tariffs are expressed in Euros per person and include all taxes; they are established based on applicable taxes and are subject to any changes in tax rates that may occur.

Discounts and complementary products are offered to various categories of persons according to the conditions posted at points of sale or on the website. At points of sale, these discounted or free products are issued upon presentation of official ID documents at the time of purchase to justify the special rate. Photocopies of ID will not be accepted. No discounts or complementary products can be granted after purchase.

All discounts will be applied based on the "adult fare" and cannot be combined with any other offer or promotion in progress.

Moreover, certain offers or promotions may be exclusively available on and/or reserved for specific sales channels (e.g. the website).

In all cases, the age of the Client shall be determined by the person's age on the day of the beginning of validity of the Pass to be issued.

NB: The purchase of the "half-day morning" Pass (valid until 12:45pm) is subject to the payment of a deposit (see price chart). To recuperate the deposit, the Client must imperatively present himself at one of the Operator's points of sale on the same day of the purchase at 13:15pm at the latest, present the proof of purchase, and return the physical medium of the pass. After this period, the deposit will no longer be refunded.

### 4.2. Payment methods

All issued Passes require payment of the corresponding tariff. These payments are to be made in Euros either by cheque drawn from a French bank account, payable to the order of the Operator, or in cash within the regulatory limits (see Articles L112-6 and D112-3 of the Monetary and Financial Code), by bank card accepted by the Operator or vouchers of the ANCV (French National Holiday Voucher Agency).

For all payments by cheque, the presentation of a valid identity document in the name of the chequebook holder is required.

## ARTICLE 5. MODALITIES OF USE OF SKIBADGE AUTOMATONS

Automated Skibadge machines allow the purchase and/or recharging of only the Passes mentioned on the machines and are made available to Clients at certain points of sale. Payment can only be made by bank card via an automatic payment terminal.

Only certain titles without photograph and at the public rate can be issued by these automatons.

## ARTICLE 6. INTERRUPTION OF SKI LIFT OPERATION

### 6.1. If the Client chooses a "½ day" or "1 day" Pass

The Operator offers reduced rates on "½ day" or "1 day" Passes, in the event of bad weather or snow conditions that have a significant impact on ski-lift operating conditions. (See the conditions at cashiers' points).

### 6.2. If the Client chooses a "Séjour" ("Stay") Pass (= Valid from 2 to 15 days + Flex Pass, not including "season" and other non-consecutive-days Passes)

Only in the case of an **interruption of at least one day AND interruption of over seventy-five percent (75%) of the ski lifts (percentage calculated according to the Vertical Transport Feet per Hour (VTF/H) rate of the ski lifts** corresponding to the product of the theoretical flow (in number of skiers per hour) x vertical lift) to which the

Pass provides access - and except in cases of force majeure - will the Operator consider compensation for damage incurred by the Client, titleholder of a "Séjour" ("Stay") Pass.

The list of ski lifts and their VTF/H rate is posted at the Operator's points of sale.

In this case, a compensation request form can be found at the address [www.ticketoski.fr/reclamations/fr/tignes](http://www.ticketoski.fr/reclamations/fr/tignes) at information points of the Grande Motte Ski Area.

Once the qualifying factors outlined in paragraph one of this section have been established, compensation is determined according to the number of days during which the Client could not use his Pass due to the interruption of service; the last day taken into consideration in all cases shall be the expiration day of the validity of the Pass in question.

The client may choose compensation among the options listed below (this choice is irrevocable and cannot be called into question for any reason whatsoever):

1. **Extension** of the period of validity of the Pass concerned by issuing a new Pass, of the same type and of a duration equal to the number of compensable days as defined above (which shall begin on the day after expiration of the initial Pass, or from the first day of the resumption of service, if later than this date).
2. Receipt of a **credit voucher**, valid for one (1) year from the date of its issue. The amount of credit is determined according to the calculation below in point 3.
3. **Reimbursement**, calculated on a pro-rata basis, according to the number of days the ski lifts were interrupted.

For example, in the case of an interruption of more than seventy-five percent (75%) of the ski lifts as indicated above for a period of three (3) days, the Client, titleholder of a Six (6) day Pass will be reimbursed for 3/6<sup>ths</sup> of the purchase price of his Pass.

No compensation can be granted before the day of expiration of the Pass in question.

The Client cannot claim any sum or benefit exceeding the chosen compensation.

The compensation request, accompanied by the relevant documents (original or scan of the Pass and proof of purchase), must be sent to [www.ticketoski.fr/reclamations/fr/tignes](http://www.ticketoski.fr/reclamations/fr/tignes) or addressed to the Operator, in compliance with the procedure defined in Article 8 below.

Compensation shall be rewarded no later than four (4) months following the receipt of all documents relating to the compensation request.

**NB: Only Passes which were obtained and paid for directly by Clients to the Operator may result in compensation.** In all other cases, the Client must refer to the General Conditions of Sale of the entity from whom the Pass was purchased.

## ARTICLE 7. REIMBURSEMENT

If Passes issued are unused or not fully consumed, they cannot be reimbursed or exchanged, except in circumstances detailed in Article 6 above.

The Client may subscribe to specific insurance which covers this type of risk and may also cover rescue fees in the event of an accident on the ski slopes or ski lifts. All related information is available at points of sale.

## ARTICLE 8. COMPLAINTS

All complaints must be addressed to the Operator within a period of two (2) months following the beginning of the occurrence that prompted the complaint, without prejudice to recourse and deadlines of mediation and without pursuing legal action defined in article 11.

All claims must be sent to [www.ticketoski.fr/reclamations/fr/tignes](http://www.ticketoski.fr/reclamations/fr/tignes) or addressed to:

STGM – Service Relations Clientèle - Gare de la Grande Motte – B.P. 53 – 73321 TIGNES Cedex, FRANCE

## ARTICLE 9. INTELLECTUAL PROPERTY

The Client acquires no ownership or user rights and is prohibited from using the names, signs, symbols, logos, brands, copyright or other literary, artistic or industrial property rights of the Operator.

## ARTICLE 10. PROTECTION OF PERSONAL DATA

Personal data collected during the sale of ski Passes is processed with the purpose of:

- Processing the order. The use of data is necessary to execute the sales contract that the Client concludes with the Operator;
- Sending the Client promotional offers, newsletters, invitations to participate in games or contests and satisfaction surveys. Messages sent by the Operator are based on the legitimate interest of the latter to develop its activities; messages sent by the Office of Tourism of Tignes or by commercial partners of the Operator and its affiliated companies (Groupe Compagnie des Alpes), process the data based on the Client's consent.
- Responding to inquiries, comments and complaints filed by the Client. This usage is based on the Client's consent.

All data requested by the Operator for issuing the Pass is compulsory. Providing other information is optional.

The data processing 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.

The collected data is intended for:

- The Operator;
- All providers whose involvement is required for carrying out the processing mentioned above;
- The Tignes Office of Tourism, commercial partners of the Operator and affiliated companies (Groupe Compagnie des Alpes), if the Client has granted consent.

The collected 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.

The data is kept for the following periods of time:

- Data collected to process orders for products and services: for five years from time of collection if the amount of the order is inferior to €120, for ten years if the amount of the order paid for electronically is equal to or greater than €120. By exception, the number and expiry date of the Client's bank card are kept on file in all cases, for 15 months after the last debit date for evidence purposes in the event of a dispute of the transaction carried out remotely. The cryptogram is not retained after the transaction.
- Photographs necessary for the purchase of a Pass requiring a photo are kept for three years from the date of collection, to facilitate the reissue of the Pass from one season to another, provided the Client has given prior consent thereto;
- Data collected to send the Client informative letters, satisfaction surveys and promotional offers is kept for three years from the time of collection. At the end of this period, this data is retained for a further period of three years if the Client agrees to continue to receive newsletters, satisfaction surveys and promotional offers from the Operator.
- Data collected to respond to inquiries, comments and claims sent by the Client is kept during the time necessary to process these inquiries, comments and claims.

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 has implemented 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 a username/password system, physical means of protection, etc.).

The Client reserves the right to access the data concerning himself, 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 will consent to this request, subject to compliance with legal obligations incumbent upon it.

The Client has the right to withdraw his consent regarding data processing concerning himself at any time. The withdrawal of his consent does not affect the lawfulness of the processing carried out prior to such withdrawal.

The Client can 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](mailto: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 Client in order to respond to a request. To this end, the Client 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 the law no. 78-17 of 6 January 1978, known as the "Loi Informatique et Libertés" (French Data Protection Act), article 92 of the decree of 20 October 2005 cited for the application of this law, and of 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 Client reserves the right to file a complaint with the CNIL (French Data Protection Authority) if the Client considers 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 Client can receive a written response regarding the information detailed above, upon simple verbal or written request, addressed to the aforementioned entities.

Finally, the Client can register, at no cost, to enlist to oppose calls by telemarketers in order to no longer be solicited by a professional with whom the Client has no current contractual relationship, in accordance with Article L 223-2 of the Consumer Code. (<http://www.bloctel.gouv.fr>).

## **ARTICLE 11. 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 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 general terms and conditions are subject to French law for all interpretation and application.

In accordance with Article L 211-3 of the Consumer Code, should there arise a dispute regarding the validity, interpretation or application of these terms and conditions, the Client has the right to 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

80 303, 75823 Paris Cedex 17, France) according to the conditions detailed on the website [www.mtv.travel](http://www.mtv.travel), within one (1) year of the date of the written complaint sent to the Operator.

In addition, an online dispute resolution platform is available 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 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).