

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

S.T.G.M. (Société des Téléphériques de la Grande Motte) The Grand Motte Cable Car Company
Public limited company with a board of directors and 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),

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 La Défense Cedex - France,

Operator of the TIGNES ski area,

Hereinafter referred to as the "Seller".

ARTICLE 1. GENERAL INFORMATION

The present terms and conditions shall be valid **from 14 October 2020**.

The validation of an order placed online:

- At www.skipass-tignes.com (hereinafter referred to as "Website"),
 - Or on tablets made available at certain points of sale (hereinafter referred to as Tablet(s))
- implies acceptance by the individual (hereinafter referred to as "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 and the General Terms and Conditions of Use of Passes and Activities 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 of these conditions are made available to Clients, who can download and print them.
Legally binding information is presented in French.

ARTICLE 2. PASSES SOLD ONLINE

Online sales allow the Client:

- To register or recharge a ski pass on a physical medium (hereinafter referred to as the "Keycard"),
- To benefit from the advantages of the Pass-Tignes loyalty programme and to register a ski lift Pass on a currently valid "Pass'Tignes" card. NB: This physical medium is no longer for sale and the programme will conclude on the expiration date of the Client's card, at the latest on 1st September 2020.

These Passes, loaded on a rechargeable Keycard, allow activation of the turnstile terminals to access the ski lifts.

The 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, Keycards are made available to Clients at these points of sale.

The list and characteristics of the different Passes offered for purchase and/or recharging (geographical area, duration of validity...) 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 Seller.

Reminder: The **Pass** consists of a Keycard encoded with a **ski lift pass** and a **proof of purchase**, sent by e-mail upon

confirmation of the online purchase or recharging of the Pass (hereinafter referred to as the “Proof of purchase”).

NB: In order to benefit from the “loss or theft of physical medium (Keycard)” procedure defined in article 4 of the General Terms and Conditions of Use of Passes, the Client must imperatively provide the Seller with this Proof of purchase.

ARTICLE 3. ORDERS PLACED ON THE WEBSITE

The Website allows the Client to purchase only Passes.

Article 3.1. Modalities of online ordering

On the Website, the order of a Pass can only be registered if the Client has clearly identified himself/herself:

- By entering his/her access code (login + password), which is strictly personal, or
- By completing the online form, thereby obtaining an access code.

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

To finalise the Order, the Client must be familiar with the present Terms and Conditions as well as the General Terms and Conditions of Sale and the General Terms and Conditions of Use, accept them and proceed with payment according to the procedures described in Article 3.3.

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

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

Article 3.1. Modalities of delivery and pick-up

Except in cases of online recharging referred to in Article 3.5, complete online orders (including payment and photograph) must be imperatively placed on the Website.

If it is the Client's first purchase (aside from a “Season” Pass), the Client can choose, during the validation of his/her order, to

- Pick-up the Pass(es) on the Tablets available at points of sale. Pick-up is possible from one hour after the order confirmation, taking into account the opening hours and subject to having the order number received by e-mail, or
- Receive the Pass at home.

If the Client purchases a “Season” Pass, the Client can

- Pick-up the “Season” Pass at the ski resort, possible within a period of seventy-two (72) hours after the order confirmation, taking into account the opening hours and subject to having the order number received by e-mail, or
- Receiving the “Season” Pass at home.

For home delivery, orders must be imperatively completed on the 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 the validity of the Pass** (to allow for postal sending time, which averages eight days for mainland France and twelve days for foreign orders and French overseas departments and territories).

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

Article 3.3. 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 he/she may benefit.

Sending the order to the home can only be sent by registered mail, for the price of five (€5) euros per order, completed on the Website with receipt of the order at home.

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

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

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

Article 3.4. Acknowledgment of receipt of order by the seller

Orders paid by bank/credit 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 Seller shall not be held liable.

Once the online order is confirmed by the Client, the Seller will acknowledge receipt of the order by e-mail, which constitutes the **Proof of purchase** and includes a recapitulation of the order and the receipt.

Article 3.5. Specific conditions of online recharging

The Pass issued on a Keycard physical medium, can be recharged with products available on the website **no later than one (1) hour before the start of the validity of the Pass in question.**

Payment must be made by bank card.

A proof of receipt of the order is sent by the Seller to the Client, who shall retain this Proof of purchase, notably in the event of inspection checks 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 3.6. Modification-cancellation of order

The modification or cancellation 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 Seller, only if it relates exclusively to a change in the dates of validity or duration of the ordered Pass or a Keycard change, provided the request corresponds to the ongoing season for which the Pass(es) was/were ordered.

Any other request for modification, regardless of its nature, will be accepted by the Seller.

Any request for modification or cancellation must imperatively contain the order reference number, which mentions the **Proof of purchase**.

REMINDER: The modification and cancellation of an order are not possible if the Pass(es) concerned has/have been used, even partially.

3.6.1 Modification of order

All requests for modification must be addressed to the Seller by e-mail or postal mail at the following addresses: vad.tignes@compagniedesalpes.fr or STGM – Service Vente en ligne - Gare de la Grande Motte – B.P. 53 – 73321 TIGNES Cedex – FRANCE or by calling +33 (0)4 79 06 60 32.

- **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 Seller acknowledges receipt of this modification request by e-mail. The modification is automatically registered by the ticketing system.

In case of recharging, the Seller acknowledges receipt of this modification request by e-mail. The Seller registers 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, or if the modification of the date results in the Pass being carried over to another tariff period**

In this case, the system requires a cancellation of the order. The Seller acknowledges receipt of this modification request by e-mail and cancels the pass (including any associated Carré Neige insurance).

The Client must then proceed to place a new order on the Website (or at a point of sale /skibadge device/tablet).

The Seller then re-credits the Client's bank/credit card with the cost of the first ski pass (including associated Carré Neige insurance), within a period of fifteen (15) days.

3.6.2 Cancellation of order

Reminder: If the Pass to be modified has a longer or shorter duration of validity, or if the modification or if the modification of the date results in the Pass being carried over to another tariff period, the Client must proceed to cancel the order under the conditions mentioned above.

For all other cancellations, the Client addresses a complaint to the Seller under the conditions defined in Article 4.3 of the General Terms and Conditions of Sale.

The Client shall conserve the Keycard, if he/she is in possession of it, which can subsequently be reused or charged.

ARTICLE 4. PURCHASES BY TABLET

Tablets are made available to Clients at certain points of sale and allow the purchase or recharging of the Passes mentioned on these Tablets.

4.1. Modalities of ordering, delivery and pick-up of Tablet orders

On Tablets, the order can only be registered if the Client has clearly identified himself/herself by entering his/her e-mail address.

The Client has the possibility to verify the detail of the order and its total price, and to correct any errors, before confirming it for final acceptance (Article 1127-2 of the Civil Code).

To finalise the order, the Client must be aware of the Specific Terms and Conditions of Online Sales, as well as the General Conditions of Sale and the General Conditions of Use, accept them and proceed to payment according to the procedure provided in Article 4.2.

The Operator will confirm the Client's order by e-mail. This e-mail will contain a summary of all the products for which the Client has confirmed the order and constitutes the **Proof of purchase**. In addition, the Tablet will immediately issue a **Proof of purchase**. In case of loss of the original Proof of purchase, the Client may present the receipt received by e-mail.

Any order implies acceptance of the description of services and prices.

For a first purchase, the Tablets allow the withdrawal of Passes (the Keycard physical medium being generated by these Tablets).

The recharging of the Pass is carried out under the conditions defined in article 3.5. It will then take place automatically when the Client first passes through the "hands-free" access terminals.

4.2. Tariffs and methods of payment

The prices indicated are prices in Euros inclusive of all taxes, taking into account the tax rate in force on the day of the order.

When ordering online, the Client declares that he/she is the titleholder of the official documents justifying the price advantages from which he/she may benefit.

The price of the online order is due when ordering and payments must be made in euros by bank or credit card.

The payment is made via electronic payment terminal with direct credit card payment (Visa, Mastercard).

At no time is the Seller aware of the numbers that the Client must provide. The Seller is only informed by the banking

establishment that a transfer corresponding to the amount of this order has been made to its account.

4.3. Acknowledgment of receipt of order

Confirmed orders will be those that have been approved by the banking establishment.

The refusal of authorisation to debit the Client's bank account by their bank will lead to cancellation of the order process, and the Seller cannot be held liable in this regard.

Reminder: Once the order has been concluded on a Tablet and confirmed by the Client, the Seller acknowledges receipt of this order by e-mail, the e-mail address entered by the Client, which constitutes the Proof of purchase and which contains the order summary and note. This proof of purchase is coupled with an original proof of purchase, issued by the Tablet. In the event of loss of the original proof of purchase, the Client may present the proof of purchase received by e-mail.

4.4. Modification-Cancellation of order

Any Pass order made on a Tablet cannot be modified (neither on a Tablet nor at a point of sale).

The Client must therefore make a new purchase and send the Seller a claim under the conditions defined in article 4.3 of the General Terms and Conditions of Sale with the aim of having his/her order cancelled and refunded.

NB: Cancellation is only possible if the Passes concerned have not been used, even partially, and if the Client is able to present an authentic proof of purchase.

ARTICLE 5. ABSENCE OF RIGHT OF WITHDRAWAL

Pursuant to Article L. 221-2, 9° of the Consumer Code, the sale of Passes is not subject to the application of the right of withdrawal provided for in Articles L 221-18 et al. of the Consumer Code related to distance selling.

On the other hand, the sale of "Carré Neige" insurance products remains subject to the provisions relating to the right of withdrawal in the event of multi-insurance provided for by the Insurance Code, and the terms of which appear in the Special agreements (information notices) available online (www.carreneige.com).

ARTICLE 6. TRACKING THE ORDER

For any additional information, the Online Sales Service is available to the Client at the following address: *Service Vente*

en ligne - Gare de la Grande Motte – B.P. 53 – 73321 TIGNES
Cedex FRANCE or by calling +33 (0)4 79 06 60 32.

ARTICLE 7. RESPONSIBILITIES

The Seller will only be bound by an obligation of procedure for all stages of access to online sales.

The Seller cannot be held liable for any inconvenience or damage inherent in the use of the Internet, in particular an interruption in service, an external intrusion, or the presence of computer viruses, in general, any other fact that expressly qualifies as force majeure by case law.

The Client declares being aware of the characteristics and limitations of the Internet, in particular its technical performances, the response times of use, query or transfer of data and the risks linked to the security of communications.

ARTICLE 8. TERMINATION FOR DEFAULT OR DELAY OF DELIVERY

Except in cases of force majeure as defined by Article 1218 of the Civil Code, should the Seller 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 solid physical surface, if, after obliging the Seller 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 Seller of the letter or the writing informing the Seller of this termination, unless the Seller has fulfilled its obligation in the meantime.

The Client may immediately dissolve the contract if the Seller 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 9. PROOF, PRESERVATION AND ARCHIVING

Providing the information of the Client's bank or credit card number online, and, in general, validating the final confirmation of the order placed, constitutes valid proof of the entirety of the transaction in accordance with Article 1366 of the Civil Code, including 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 Proof of purchase, which is the only document binding in the event of a dispute regarding the terms of the order, notably in the event of inspections during ski lift usage.

In accordance with Article L213-1 of the Consumer Code, for all online orders least equal to € 120, the Seller ensures keeping 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 during the same period, upon simple request by the latter.

ARTICLE 10. INTELLECTUAL PROPERTY

All elements of the Website and the tablets, which are the property of the Seller, 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 Seller.

ARTICLE 11. PROTECTION OF PERSONAL DATA

Your data is collected by the Operator, as a data controller, in particular to facilitate and process your online purchases, manage client relations and send you promotional sales offers related to STGM products and services by e-mail, or, if you have granted consent, from its partners.

In accordance with the regulations in force on the protection of personal data, you have a right to access the information concerning yourself, as well as a right to rectify, oppose, limit the processing of the data or have it deleted.

You can exercise these rights by contacting STGM:

- By filling in the contact form accessible on the "Contact" page of the Website
- By postal mail sent to the following address: STGM – Gare de la Grande Motte – B.P. 53 – 73321 TIGNES Cedex, FRANCE
- By sending an e-mail to the following address: stgm.privacy@compagniedesalpes.fr

For further information about the protection and processing of your personal data, please consult the "legal notice" section of the corresponding sales channel:

<https://www.skipass-tignes.com/fr/mentions-legales1>

ARTICLE 12. 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, the French version shall expressly and exclusively apply in the event of difficulties of interpretation/application of any of the provisions of the present herein.

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 dispute regarding validity, interpretation or application of these terms and conditions, the Client can pursue, free of charge, his/her right to a conventional mediation procedure or any other alternative means of dispute resolution.

All complaints must be registered online at the address www.ticketoski.fr/reclamations/fr/tignes or sent to the following postal address:

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

Failing a satisfactory answer or in the case of an absence of response within a period of a minimum of sixty (60) days following this written complaint (and within a maximum period of one (1) year from this written complaint), the Client is informed of his/her right to a process of mediation, conducted by the **Tourism and Travel ombudsman** (MTV Médiation Tourisme Voyage, BP 80303, 75823 Paris Cedex 17, France) according to the conditions stated on the website www.mtv.travel/.

The opinion pronounced by the Tourism and Travel ombudsman is not binding on the parties to the contract.

In addition, in accordance with Article 14 of the (EU) Regulation no. 524/2013, the European Commission has made available an Online Dispute Resolution platform, facilitating independent settlement through extra-legal means of online disputes between consumers and professionals of the European Union.

This platform is available at the following link: <https://webgate.ec.europa.eu/odr/>.

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).