

SPECIFIC TERMS AND CONDITIONS OF ONLINE SALES OF SKI LIFT PASSES

S.T.G.M. (Société des Téléphériques de la Grande Motte)

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

Registered office: Gare de la Grande Motte - Lieudit Val Claret - 73 320 TIGNES - FRANCE

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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,

Hereinafter referred to as the "Seller".

ARTICLE 1. GENERAL SCOPE OF TERMS AND CONDITIONS

The present terms and conditions shall be valid **from 13 October 2021**.

The validation of an order placed online at www.skipass-tignes.com (hereinafter referred to as the "Website") 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 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 Ski Lift Passes 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 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 Clients to register or recharge a ski pass on a physical support (hereinafter referred to as the "Keycard").

The list and characteristics of the different Passes offered for purchase and/or recharging (geographical area, validity duration...) are presented on the price chart that can be found online.

All the Passes remain available at physical points of sale of the Seller.

NB: A **proof of sale** is sent by e-mail upon confirmation of the online order (hereinafter referred to as the "Proof of sale").

ARTICLE 3. ORDERS ON THE WEBSITE

The Website allows Clients to purchase only Passes.

Article 3.1. Modalities of online orders

The order of a Pass can only be registered if the Client has clearly identified himself:

- By entering his access code (login + password), which is strictly personal, or
- By completing the online form, thereby enabling him to obtain an access code.

The Client has the possibility of verifying the details of his order and its total price, and to correct any errors, before confirming it, thereby expressing his final acceptance (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, accept them and proceed with payment according to the procedures described in **Article 3.3**.

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 Sale**.

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

Article 3.2. Modalities of delivery and retrieval

Except in the case of online recharging referred to in **Article 3.5**, complete orders (including payment and photographs, if required) must be imperatively placed on the Website.

In the case of the first purchase of a Pass (excluding the purchase of a "Season" Pass), the Client has the choice, when validating his order, to

- Withdraw his Pass from the automatic machines available at the points of sale. This pick-up is possible one hour after confirmation of the order, taking into account the opening hours and subject to being in possession of the order number received by e-mail, or
- Receive his Pass at his home address.

In the case of the purchase of a "Season" Pass, the Client has the choice, when validating his order, to

- Withdraw his "Season" Pass at the resort. This pick-up is possible within seventy-two (72) hours after confirmation of the order, taking into account the opening hours and subject to being in possession of the order number received by e-mail, or
- Receive his "Season" Pass at his home address.

For home delivery, orders must be placed on the Website **at the latest on the fifteenth day (for foreign countries and French overseas departments and territories) and the tenth day (for mainland France) before the first day of validity of the Pass** (since a postal delivery period of eight days is necessary for mainland France and twelve days for foreign countries and French overseas departments and territories).

If these deadlines are not respected, the Client cannot receive his order at home.

Article 3.3. Prices 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 titleholder of official documents justifying the tariff advantages from which he may benefit.

For home deliveries, only delivery by registered mail is proposed, for the amount of five euros (€ 5) per order placed on the Website, enabling the Client to receive the order at home.

The price of the online order is payable at the time of ordering and payments must be made in euros by a bank/credit card accepted by the Seller, in euros or foreign currency ("DCC system") and/or by Connect holiday vouchers.

Payment by bank/credit card (if necessary supplemented by Connect holiday vouchers) is made via a secure online payment solution (Lyra Network/Payzen) which guarantees the confidentiality of payments. Payment is made via a virtual electronic terminal with immediate payment.

At no time is the Seller aware of the numbers that the Client must provide. The Seller is only informed by the banking institution that a transfer corresponding to the amount of the order has been made to its account.

Article 3.4. Acknowledgment of receipt of the order

The 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 (if necessary supplemented by payment by Connect holiday vouchers), and the Seller shall not be held liable.

Once the online order is placed online and confirmed by the Client, the Seller will acknowledge receipt of this order by email, which shall constitute the **Proof of sale** and will include a summary of the order and the receipt.

Article 3.5. Specific features of online recharging

The Pass issued on a Keycard support can be recharged according to products for sale online **at**

the latest, one (1) hour before the start of the validity of the Pass in question.

An acknowledgement of receipt of the order is sent by the Seller to the Client, who shall retain this Proof of sale, 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 terminals.

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.

A request to modify an order can be addressed to the Seller, provided that it relates exclusively to a change in the dates of validity or duration of the Pass ordered or to a modification of the Keycard for the season during which the specified Pass(es) was/were ordered.

No other modifications of any kind will be accepted by the Seller.

Any request for modification or cancellation must be imperatively **submitted before the first day of validity of the Pass** and must contain the order reference number mentioned on the **Proof of sale**.

REMINDER: The modification and cancellation of orders are only possible if the Passes concerned have not been used, even partially.

3.6.1. Modification of order

All modification requests must be sent 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 telephone +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 performs the modification directly on the dates of validity via its computer ticketing system.

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

- **If the Pass to be modified has a longer or shorter validity period or if the date change places the Pass in a different price period category**

In this case, the system requires an order cancellation as defined in **Article 3.6.2** hereinafter.

3.6.2. Cancellation of order

The Seller acknowledges receipt of this request by e-mail and cancels the ski Pass (including any associated Carré Neige insurance).

The Client must then place a new order on the Website or at a point of sale.

The Seller shall then credit the Client's bank/credit card for the price of the first ski Pass (including any associated Carré Neige insurance), within fifteen (15) days.

The Client retains the Keycard, if it is in his possession, which can be reused or recharged at a later date.

For any other cancellation, the Client must submit a claim to the Seller under the conditions defined in **Article 4.4 of the General Terms and Conditions of Sale**.

NB: Any refund will be based on the amount in euros of the initial transaction. In the event of a change in the exchange rate between the initial transaction and the date of refund, the difference shall be payable by the Client.

ARTICLE 5. ABSENCE OF RIGHT TO WITHDRAWAL

In accordance with 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 in the matter of distance 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), available online (www.carreneige.com).

ARTICLE 6. TRACKING THE ORDER

For additional information, the Online Sales Department is at the Client's disposal at the following address: *Service Vente en ligne - Gare de la Grande Motte – B.P. 53 – 73321 TIGNES Cedex – FRANCE* or by telephone: +33 (0)4 79 06 60 32.

ARTICLE 7. LIABILITY

The Seller shall only be bound by an obligation of means for all stages of access to the Online Sales.

The Seller shall not be held liable for any inconvenience or damage inherent in the use of the Internet network, in particular an interruption of service, external interference or the presence of computer viruses and, in general, for any other event expressly qualified by jurisprudence as a case of force majeure.

The Client declares that he is aware of the characteristics and limits of the Internet, in particular its technical performance, the response times for consulting, querying or transferring data and the risks associated with the security of communications. (Art L221-2 9° of the Consumer Code).

ARTICLE 8. TERMINATION FOR DEFAULT OR DELIVERY DELAY

Except in the case of force majeure as defined in Article 1218 of the Civil Code, in the event of the Seller failing its obligation to provide the services on the date or within the period indicated to the Client or, failing this, no later than thirty (30) days after the conclusion of the contract, the Client may terminate the contract by registered letter with acknowledgement of receipt or by a written document on another durable medium, if, after having requested that Seller provide the services according to the same procedures, within a reasonable additional period, the latter has not fulfilled its obligation to do so within this period. The contract shall be deemed terminated upon receipt by the Seller of the letter or writing informing of such termination unless the Seller has fulfilled the services in the meantime.

The Client may immediately dissolve the contract if the Seller refuses to provide the services or if the latter does not fulfil its obligation to provide the services on the date or within the period indicated to the Client, and if this date or period constitutes an essential condition of the contract for the Client. This essential condition can result from circumstances surrounding the conclusion of the contract or from an express request made by the Client prior to the conclusion of the contract (Article L216-2 of the Consumer Code).

ARTICLE 9. PROOF, PRESERVATION AND ARCHIVING

The Client's providing the information related to his bank/credit card number online, and, in general, 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 express acceptance of all online operations.

The Client must imperatively retain the Proof of sale as the only document binding in the event of a dispute regarding the terms of the order, notably in the event of inspection on the ski lifts.

In accordance with Article L213-1 of the Consumer Code, for all online orders amounting to at least €120, the Seller 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 10. INTELLECTUAL PROPERTY

All elements of the Website, which are the property of the Seller, remain the exclusive intellectual property of the latter.

Any reproduction of any element of the above, or any simple or hypertext link, is strictly forbidden, unless the Client has obtained express prior authorisation by the Seller.

ARTICLE 11. PROTECTION OF PERSONAL DATA

Your data are collected by the Seller, as a data controller, in particular to facilitate and process your

online purchases, manage client relations and send you commercial 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 its processing 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 at the following address:
*STGM – Gare de la Grande Motte – B.P. 53
– 73321 TIGNES Cedex - FRANCE*
- By e-mail sent 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" of the corresponding sales channel:
<https://www.skipass-tignes.com/fr/mentions-legales1>.

<p>ARTICLE 12. TRANSLATION – APPLICABLE LAW – SETTLEMENT OF DISPUTES</p>

Please see **Article 4.7 of the General Terms and Conditions of Sale.**