

**GENERAL TERMS AND CONDITIONS OF USE
OF SKI LIFT PASSES AND ACTIVITIES**

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

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

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Insured for professional liability under the conditions provided in 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 “Operator”.

ARTICLE 1. GENERAL SCOPE OF TERMS AND CONDITIONS

The present general terms and conditions apply to:

- All ski lift passes (hereinafter referred to as the “Pass(es)”) issued by the Operator, which provide access to the ski areas of Tignes and/or Tignes & Val d’Isère (the space linked with the ski area of Val d’Isère) and

- The recreational and athletic activity sold by the Operator, namely “Palafou Sledge” (hereinafter referred to as the “Activity”).

They are applicable **from 13 October 2021** and are valid only for the Autumn, Premiere, Winter and Last Week periods.

They are supplemented by the General Terms and Conditions of Sale of the entity that carried out the sale of the Pass to the User. The terms and conditions of use of Passes and Activities valid for the summer season are defined in a separate document.

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

The acquisition of a Pass and/or the purchase of an Activity implies that the individual (hereinafter referred to as the “User”) has full knowledge of and accepts all the present general terms and conditions, without prejudice to usual forms of recourse.

IMPORTANT:

The User must imperatively keep:

- The **proof of sale** issued during the purchase from the Operator, or
- The **“Keycard number”** of the physical support of his Pass, if it was purchased from a distributor.

It will be requested by the Operator in case of inspection or for all other requests (e.g., rescue, loss or theft of the Pass, complaint) on behalf of the Operator or the Société des Téléphériques de Val d’Isère (STVI - operator of the ski area of Val d’Isère), if applicable.

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

ARTICLE 2. INSPECTION OF PASSES

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

All Passes give the right, during their validity period, to free usage of the ski lifts for the ski area it was issued for, without any priority whatsoever.

The ski area of validity of the Pass is defined on the piste map of the season concerned and during the opening periods of the ski lifts, posted at the Operator's points of sale and/or at the departure points of the ski lifts, **subject to weather and snow conditions.**

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

The Pass (accompanied by the **proof of sale**) must be kept on the User during all transport on each ski lift, from departures through arrivals, so it can be detected by the automatic control system or presented to sworn inspectors of the Operator, who have the right to ask the User for this verification.

Should a sworn inspector affirm that a User does not have a Pass, is using an invalid Pass, or is failing to respect the policy regulations displayed at ski lift departure points, the offender can regularise his situation by the immediate payment, as a transaction, of a lump sum indemnity, which may be added to the possible sum due for the lift pass.

This lump sum indemnity can amount to **five (5) times the price of the daily lift pass, as provided for by 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).

The sworn inspectors may request the presentation of any documents justifying price advantages granted to the User as the titleholder of a discounted or free Pass. The different age categories are systematically verified at the terminals and marked by different luminous colours.

If the offender cannot or does not wish to pay the amount requested immediately, thereby refusing the proposed transaction, a report of the offense will be written up by the sworn inspector. In the absence of immediate payment made in person to the sworn inspectors, the latter reserve the right to record the identity and address of the offender.

If the offender refuses or is unable to prove his identity, the sworn controller shall immediately report the fact to any judicial police officer of the national police or the national gendarmerie with territorial jurisdiction, who can then order, without delay, to present the offender.

The procedure provided for in the preceding paragraph is immediately terminated if the offender proceeds with the payment of all the sums due for the transaction. A lump sum indemnity receipt is then issued to him.

The offender has the time limit provided for by law:

- To settle the amount of the transaction, which includes:

- o Any amount due for the ski lift pass
- o The lump sum indemnity
- o The administrative costs, in accordance with the provisions of Article 529-4 of the Code of Criminal Procedure.
- Or to send a letter of protestation to the Operator.

If the settlement is not made within the legal deadline and in the absence of a protest, the offender is subject to criminal proceedings in accordance with the provisions of Article 529-5 of the Code of Criminal Procedure.

The sworn inspector may also immediately withdraw the pass, in order to return it to its rightful owner.

ARTICLE 3. DEFECTIVENESS OF PHYSICAL SUPPORT OF PASSES (KEYCARD) AND THE "PALA'FOU" SLEDGE ACTIVITY

User instructions: To facilitate the transmission of the encoded information during the passage through check points, the Pass must be worn on the left side, preferably away from a mobile phone, keys and any form of packaging made completely or partially of aluminium.

All support of Passes and the "Pala'fou Sledge" Activity must not be folded, punctured, broken or placed near a heat source.

In the event of a malfunction or technical failure of a support of a Pass and/or the "Pala'fou Sledge" Activity during its period of validity (three years), the Operator will replace the support, at its expense, from the time of return of the support to one of the Operator's points of sale.

However, if after verification, the defective nature of the support is attributable to the User (e.g., non-compliance with the user instructions), the Operator will invoice the latter for the processing fees provided for in **Article 4** below.

In the event the defective support was issued by the Société des Téléphériques de Val d'Isère, this request cannot be processed by the Operator.

The User must send this request to the Société des Téléphériques de Val d'Isère in accordance with the terms of the General Conditions of Use of Passes established by the latter.

ARTICLE 4. LOSS OR THEFT OF PHYSICAL SUPPORT OF PASSES

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

Consequently, and in the event that the lost or stolen Pass was issued by the Société des Téléphériques de Val d'Isère, this request cannot be processed by the Operator.

The User must send the request to the Société des Téléphériques de Val d'Isère, in accordance with the terms of the General Conditions of Use of Passes of the latter.

Each Pass results in the issuance of a proof of sale, given to the User.

• Information to provide

In the event of loss or theft of a Pass, regardless of its duration, the User must file a declaration at the points of sale of the Operator according to the following procedure.

Case no. 1: For Users who have obtained and paid for their Pass directly from the Operator.

He must provide the **original proof of sale** (receipt given by the Operator at the time of purchase of the Pass in the case of onsite payment or a copy of the order confirmation in the case of online payment), in support of his request for a duplicate.

Case no. 2: For Users who have purchased their Pass from a distributor (e.g., accommodation provider, tour operator)

The User must provide the Operator with the **Keycard number** which appears on the support of his Pass.

As the User does not have a proof of sale issued by the Operator, he must imperatively record and keep this number, as soon as his Pass is issued by the distributor.

• Processing fee

To obtain the issuance of a duplicate, the User must also pay the **processing fee** of the set amount of ten euros, inclusive of all taxes (€ 10, including tax).

• Issuing a duplicate

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

- Subject to regulatory verifications of use, the same day the declaration of loss or theft is submitted to a point of sale of the Operator, the User may retrieve a duplicate (for the residual duration of the Pass) from this point of sale.

PLEASE NOTE: A duplicate cannot be issued for:

- Any access to the "Pala'fou Sledge" Activity

- Any Pass for which the aforementioned information, necessary for the issuance of a duplicate, cannot be provided by the User.

ARTICLE 5. RESPECTING SAFETY REGULATIONS

All Users are obliged to respect the safety regulations relating to ski lift transport; 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 respecting the municipal decree relating to safety on the ski slopes, and it is recommended that the User familiarise himself with the "10 Rules of Conduct for Safety" published by the International Ski Federation (FIS).

The User and/or those accompanying him must take note of the conditions of access (e.g., minimum age and/or height) and the safety rules relating to the Activities (e.g., municipal decree, regulations), which are displayed at the points of sale and/or at the departure of the Activities and/or on the Website, in order to assess their ability to participate in the Activities.

The User is required to comply with the above conditions and rules, the pictograms that complete them, as well as any safety instructions given by the Operator's staff, under penalty of refusal of access and/or sanction.

NB: Minors are under the responsibility of their parents or the persons to whom they have been entrusted.

ARTICLE 6. COVID-19: RESPECTING SANITARY MEASURES AND RULES (SPECIAL PROVISIONS)

Under current laws and regulations to address the Covid-19 epidemic, the Operator has implemented special provisions that meet regulatory health requirements and inform the User on hygiene and social distancing practices, known as "protective measures".

The User is required to comply with these regulatory instructions and sanitary measures.

As such, the User undertakes in particular to comply with the directives, both written and verbal (and accompanying pictograms if applicable), which will be transmitted to him and given by the Operator and its staff, both before the purchase of the User's Pass(es) and/or Activity/Activities, and during the User's presence in the Tignes ski area, until the full completion of the service.

ARTICLE 7. PROTECTION OF PERSONAL DATA

Movement of Users:

Personal data collected during the movement of Users are subject to processing with the purpose of:

- Allowing Users to access the ski lifts. This processing is necessary for the execution of the transport contract to which the User is a party.
- Verifying Passes and/or access to Activities. This processing is based on the legitimate interest of the Operator to fight fraud.

The data collected are intended for:

- The Operator
- The STVI company, as operator of the ski lifts of the Val d'Isère ski area, as soon as the User uses his Pass to access these ski lifts
- All providers whose intervention is necessary to carry out the processing mentioned above.

The data collected are kept during the validity period of the Pass and/or the Activity.

Verification of Passes:

The User is informed by a logo that photographs are automatically taken when passing through the access terminals of the ski lifts of the Tignes ski area ("Photocompare" system). These photographs are then compared by sworn inspectors who can thereby confound fraudsters (to enforce the principles of non-lendability and non-transferability of Passes).

Personal data collected by the sworn controllers during an inspection of Passes is subject to processing in order to:

- Verify that the User is the titleholder of a valid Pass
- Draw up an offense report in the event of the absence of a valid Pass, obtain payment of the lump sum indemnity due for this offense (if necessary, as part of legal action), and determine whether the penal offense sanction under Article L. 2242-6 of the Transport Code is applicable.

This processing of data is based on the legitimate interest of the Operator to fight fraud.

Providing all the information collected by the Operator for the above-mentioned processing is mandatory.

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

The data are kept until payment of the lump sum indemnity. In the absence of payment, and consequently in the event of legal proceedings, the data are kept for 12 months after the establishment of the offense report or until the date on which the conviction becomes final, if this date occurs later. By exception, the photographs recorded in the "Photocompare" system are deleted at the end of the validity of the corresponding Pass.

Photographs/Videos of Users:

Photographs of Users taken during the "Palafou" sledge Activity, or when using the Merles chairlift, as well as the data collected via the Skiline platform (<https://www.skiline.cc/home>) when a user account is created, are processed in order to make these photographs available to interested Users.

The kiosks "Photopoint", "Skimovie" and "Speedcheck (video)" are also located in the Tignes ski area and allow Users to be photographed and/or filmed after having scanned their Pass on these kiosks.

This processing is based on the consent of the Users.

The collected data are intended for STGM and all service providers whose involvement is necessary to execute the above-mentioned processing.

The photographs/videos are kept for a period of eight weeks so that the User can download his photograph/video via his "Skiline" user account.

Common provisions:

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

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

In order to preserve the confidentiality and security of personal data and in particular to protect them from unlawful or accidental destruction, 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, means of physical 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 them transferred to a third party, to impose a limitation of their processing or refuse their processing. The Operator shall comply with this request, subject to adherence to legal obligations incumbent upon it.

The User can receive the information above in physical written form.

The User may exercise these rights by contacting the representative for the protection of data designated by the Operator:

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

In the interest of confidentiality and protection of personal data, the Operator reserves the right to demand the User for a verification of identity before responding to his request. The Operator may thus oblige him to provide a copy of an official identity document, mentioning his date and place of birth and bearing his signature.

Finally, the User has the right to file a complaint with the CNIL if the User 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 – Telephone no.: +33 (0)1 53 73 22 22 – Fax no.: +33 (0)1 53 73 22 00 – Website: <https://www.cnil.fr/fr/plaintes>.

Pursuant to Article 147 of Decree no. 2019-536 of 29 May 2019, the User may receive the information presented above on a written support, following a simple oral or written request to the above-mentioned department.

ARTICLE 8. CO₂e 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 CO₂e information regarding transport via ski lifts:

- The CO₂e transport for a 1-day Tignes-Val d'Isère Winter Pass is 48.285 g CO₂e, equivalent to a car route of 0.345 km.
- The transport CO₂e for a 1-day Tignes Winter Pass is 63.089 g CO₂e, equivalent to a car journey of 0.451 km
- The CO₂e transport for a 6-day Tignes-Val d'Isère Winter Pass is 289.708 g CO₂e, equivalent to a car route of 2.069 km.

Method of calculation: (diesel vehicle 140 g/km class C, current average)

In the Tignes ski area:

- 90% renewable energy, representing 6gC₂e/kwh
- 10% non-renewable energy, representing 53g CO₂e/kwh

In the Val d'Isère ski area:

- 100% renewable energy representing 6g CO₂e/kwh/

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

ARTICLE 9. 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, the French version shall be expressly and exclusively referred to in the event of difficulties of interpretation/application of any of the provisions of the present general terms and conditions.

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 dispute resolution.

Any claim must be made within two (2) months of the occurrence of the event leading to the stated claim, without prejudice to the legal channels and statutory deadlines for mediation and legal action under the conditions hereinafter defined.

It must be sent to: *STGM – Service Clients – Gare de la Grande Motte – B.P. 53 – 73321 TIGNES Cedex – FRANCE*, or filed via the Internet at the following address: www.ticketoski.fr/fr/tignes

Failing a satisfactory response 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 User is informed of the possibility of contacting 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/.

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

Furthermore, in accordance with Article 14 of (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 accessible at the following link:
<https://webgate.ec.europa.eu/odri/>.

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 the User was present at the time of entering the contract or where the injurious event occurred (Article R. 631-3 of the Consumer Code).