

## **TERMS AND CONDITIONS OF USE OF SKI PASSES AND ACCESS TICKETS TO ACTIVITIES**

The present terms and conditions of use (hereinafter referred to as the "Terms and Conditions of Use") define the relationship between the Société des Téléphériques de la Grande Motte (hereinafter referred to as "STGM"), operator of the ski lifts of the Tignes ski area, and any person (hereinafter referred to as the "User") who:

- Uses a ski pass (hereinafter referred to as a "Ski Pass") allowing access to one or several ski lifts operated by the STGM, or
- Participates in an activity (hereinafter referred to as an "Activity") operated by the STGM or one of its agents.

By using a Ski Pass or participating in an Activity, the User accepts without reservation the Terms and Conditions of Use.

### **ARTICLE 1. INFORMATION REGARDING THE STGM**

The STGM is a public limited company under French law with a capital of €3,240,000.00, registered with the Chambéry Trade and Companies Register under the number 076 920 024, and whose intra-community VAT number is FR 91 076 920 024.

The contact details of the STGM are as follows:

- Registered office address: 665 avenue de Grande Motte, 73320 Tignes, France
- Telephone number: +33 (0)4 79 06 60 00
- E-mail address: stgm@compagniedesalpes.fr.

The STGM is insured by Allianz IARD (1 cours Michelet, CS 30051, 92076 Paris La Défense Cedex, France).

The STGM is registered as an insurance intermediary under the Orias number 17007382.

### **ARTICLE 2. ACCESS TO SKI LIFTS AND ACTIVITIES**

The Ski Passes provide access to the ski lifts operated by the STGM and, for certain passes, to the ski lifts operated by the Société des Téléphériques de Val d'Isère (hereinafter referred to as "STVI").

However, specific ski lifts may be closed, with or without prior notice, particularly for meteorological, snow-related, health or energy saving reasons. The STGM does not guarantee the daily opening of all the ski lifts it operates.

Restrictions of access, related for example to the age or physical condition of the User, or to the equipment used by the User, may apply to certain ski lifts. These restrictions can be consulted at the points of sale of the STGM and on the website <https://www.skipass-tignes.com> (hereinafter referred to as the "Website"). It is the User's responsibility to ensure that he is not affected by an access restriction. Any User concerned by an access restriction will be refused access to the ski lift in question, and neither the User nor the person having purchased the Ski Pass used by this User shall be entitled to claim any compensation whatsoever.

The Ski Passes do not grant the Users any priority access to any ski lift whatsoever.

The User using a Ski Pass providing access to the ski lifts operated by the STGM and the STVI must make his first pass of the day at the access terminals of a ski lift operated by the company (the STGM or the STVI) from which the Ski Pass was purchased.

In order to facilitate the transmission of the information encoded when the User passes through the ski lift access terminals, the Ski Pass must be worn on the left, and preferably kept far from any mobile phone, keys or aluminium objects.

The participation in an Activity may be subject to the presentation of an identification document of the User to the STGM. This identification document will be returned to the User upon issuance of the equipment entrusted to him to participate in the Activity.

Minor Users who have not been granted official juridic capacity status are placed under the responsibility of the person or persons exercising parental authority over them.

### **ARTICLE 3. COMPLIANCE WITH THE RULES**

The User must comply with the policy regulations posted at the departure point(s) of the ski lifts operated by the STGM, as well as the instructions given to him by any STGM staff member when using these ski lifts. It is also recommended that the User adhere to the "Ten Rules for the Conduct of Skiers and Snowboarders" published by the International Ski Federation.

The User must comply with the sanitary rules enacted by the public authorities or by the STGM in application of a decision by the public authorities. The applicable sanitary protocol is displayed at the STGM points of sale and online at the following address: <https://www.skipass-tignes.com/fr/info-covid>.

The User must refrain from any behaviour that jeopardises or is likely to jeopardise the safety, health and well-being of other users, the personnel of the STGM and its subcontractors (state of drunkenness, verbal or physical violence, consumption of alcohol or drugs, possession of weapons, shouting, usage of devices that produce excessive noise, roughhousing, queue-jumping, etc.) in the departure and arrival areas of the ski lifts operated by the STGM, as well as on these ski lifts. The User must also refrain from damaging the equipment operated by the STGM.

Failing this, the STGM reserves the right to prohibit the User's access to the ski lifts it operates, to inform any police officer with territorial jurisdiction of the occurrence and to take all necessary legal action against the User.

### **ARTICLE 4. INSPECTIONS**

The User is automatically photographed when he passes through the access points of the ski lifts operated by the STGM. The photograph is compared with the picture taken the first time the User passed through a ski lift operated by the STGM (the "Photocompare" system).

Furthermore, the User must be able to present to the STGM personnel or to any sworn inspector, at the departure and arrival areas of the ski lifts operated by the STGM, as well as on these ski lifts, or when participating in an Activity:

- An original Ski Pass, valid and allowing access to the ski lift used, in the User's name if it is a nominative Ski Pass.
- The proof of purchase of this Ski Pass or proof of reservation of the Activity in which he is participating.
- Where applicable, the original document(s) justifying that the User qualifies for a Ski Pass or an Activity at a reduced rate or free of charge.

In the event of a discrepancy between the information printed on the smart card on which the Ski Pass is encoded, and the information stored in the chip, the latter shall prevail.

If the documents listed above are not presented, the User shall not be allowed to access the ski lift or the Activity and must pay the price of the Ski Pass required to access the ski lift and/or the price of the Activity.

In the event of an inspection by a sworn inspector, the User must also pay a lump-sum indemnity of up to five times the value of the daily pass corresponding to the ski lifts the User has accessed with any fraudulent use of the Ski Pass. The amount of this lump-sum indemnity is rounded up to the next euro.

If the User is unable or unwilling to pay the lump-sum indemnity immediately, the sworn inspector will draw up a statement of offence. The latter is then entitled to verify the identity and address of the User. If the User refuses or is unable to prove his identity, the sworn inspector shall immediately report this fact to any territorially competent judicial police officer, who may order him to summon the User immediately. This procedure is terminated immediately if the User pays all the sums due under the terms of the transaction. The User has a period of three months from the date of the offence to pay the amount of the transaction, including any possible amount corresponding to the price of the Ski Pass, the lump-sum indemnity and the administrative fees. The User may also, within the same period, send a reasoned objection to the STGM. If the payment is not made within the aforementioned time limit and in the absence of an objection, the STGM will send the official statement of offence to the Public Prosecutor's Office and the User will automatically be liable for an additional standard fine to be collected by the French Public Treasury.

The User may have the Ski Pass of the third party removed and returned to its rightful owner.

#### **ARTICLE 5. NON-TRANSFERABILITY OF SKI PASSES**

The Ski Passes are personal and may not be transferred, whether in return for payment or free of charge, to any third party whatsoever. Any Ski Pass that has been transferred in this manner shall be considered invalid.

As an exception, the Ski Passes valid for the shortest period of time provided by the STGM may be used by several Users.

#### **ARTICLE 6. LOSS OR THEFT OF A SKI PASS OR AN ACTIVITY ACCESS TICKET**

In the event of loss or theft of the smart card on which the Ski Pass is encoded, and provided that the Ski Pass was purchased from the STGM or one of its agents, the User must declare the loss or theft at a point of sale of the STGM. The User must then provide the proof of purchase of the Ski Pass.

Upon presentation of these elements, the issuance of a new smart card shall be issued immediately and shall be invoiced to the User at a cost of €10 including all taxes. This sum is not refundable if the original smart card is found. A new Ski Pass is encoded on the new smart card for the remaining duration of the initial Ski Pass.

A lost or stolen smart card will be immediately blocked. It can therefore no longer be used, even if it is found.

If the Ski Pass was purchased from the STVI or any other third party, the User must declare the loss or theft of this Ski Pass to the STVI or to the third party.

The access tickets to an Activity cannot be replaced. If an access ticket is lost or stolen, the User must purchase a new one. The User is advised to report the loss or theft of his access ticket at one of the points of sale of the STGM without delay, so that the STGM can deactivate the access ticket in question.

#### **ARTICLE 7. DEFECTIVE SKI PASS OR ACTIVITY ACCESS TICKET**

The smart cards on which a Ski Pass is encoded, as well as tickets for access to an Activity, must not be folded, perforated, broken or placed near a heat source.

In case of a malfunction of a smart card or an access ticket provided by the STGM or one of its agents, the User may return his card or ticket to one of the STGM points of sale in order to obtain a replacement. The User must also present the proof of purchase of the Ski Pass or access ticket. The replacement of the card or access ticket is free of charge.

If the smart card was provided by the STVI, the User must contact the STVI to obtain a replacement.

## **ARTICLE 8. PHOTOGRAPHY AND VIDEO RECORDING IN THE SKI AREA**

Kiosks for having one's photograph taken are available to Users in the Tignes ski area. The Users can receive their photograph free of charge by e-mail by entering an e-mail address on the designated page of the website <https://www.trinum.com>.

During the winter season, the Users are automatically photographed during the sledging Activity. They can obtain their photograph in paper format from a special kiosk after selecting the photo, entering an e-mail address and paying for it by bank card at the kiosk. The photograph is also sent to the e-mail address entered once the payment has been validated.

Additionally, during the winter season, the Users are automatically photographed when they ride the Aiguille Rouge chairlift. They can receive their photo free of charge by e-mail after selecting it at the designated kiosk at the arrival point of the chairlift and providing an e-mail address.

## **ARTICLE 9. PERSONAL DATA**

### **9.1. Purpose and basis of the processing of personal data**

The personal data collected when using a Ski Pass or participating in an Activity is processed in order to:

- Verify the User's access to the ski lifts operated by the STGM or his participation in an Activity, and, if necessary, issue an offence report, obtain payment of the lump-sum indemnity due as a result of this offence and determine whether the habitual offence, punishable by article L. 2242-6 of the French Transport Code, has been committed. This processing is based on the legitimate interest of the STGM to fight fraud.
- Assist in the rescue of the User in the event of an accident, ensure the administrative follow-up of the accident and handle a possible dispute. This processing is based on the legitimate interest of the STGM.
- Provide the User with the photograph he took in the ski area. This processing is based on the User's consent.
- Send the User newsletters, commercial offers and invitations to participate in games, contests or satisfaction surveys. This processing is based on the User's consent.
- Respond to the User's requests for information, comments and complaints. This processing is based on the User's consent.

### **9.2. Data controller**

The above-mentioned processing operations are carried out under the responsibility of the STGM, represented by its Managing Director, whose contact details are indicated in [Article 1](#).

### **9.3. Recipients of personal data**

The data collected are intended for:

- The STGM
- The STVI when the User uses his Ski Pass to access the ski lifts operated by the STVI

- Prosecuting authorities in the event of fraud committed by the User.
- Health services, the public authority responsible for billing and collecting rescue costs, the gendarmerie in the event of an investigation and the insurers of the STGM and the User.
- Service providers whose intervention is necessary to carry out the processing mentioned above.

These data may be transferred to a country outside the European Union. The User may obtain information of this transfer and any applicable guarantees from the STGM.

#### **9.4. Duration of retaining personal data**

The data collected are kept for the following durations:

- Data used to verify the User's access to the ski lifts operated by the STGM or his participation in an Activity, and, if necessary, to establish an infringement report, obtain payment of the lump-sum indemnity and determine whether the habitual offence has been established:
  - o In the absence of fraud, during the period of validity of the Ski Pass or the Activity.
  - o In case of fraud:
    - In case of payment of the lump-sum indemnity: until the complete payment of this indemnity.
    - In the event of non-payment of the lump-sum indemnity: for a period of twelve months following the issue of the offence report or until the date on which the User's conviction becomes final if this date is later. As an exception, the photographs recorded in the "Photocompare" system are deleted at the end of the validity of the Ski Pass.

The times and places where the User has passed through the ski lifts are kept for forty-eight hours following their collection in order to combat fraud. The dates of passage are kept until the end of a six-month period, at a maximum, following the end of the opening season of the ski lifts; these data are also necessary to respond to requests for information and complaints.

- Data used to help rescue the User in the case of an accident, to ensure the administrative follow-up of the accident and to handle a possible dispute: for the time necessary to handle a possible dispute.
- Data used to provide the User with the photograph or video taken in the ski area: for eight weeks following the taking of the photograph or video.
- Data used to send the User newsletters, commercial offers and invitations to participate in games, contests or satisfaction surveys: for a period of three years following the collection of such data. This period is renewed for each significant interaction between the User and the STGM (order, request for information, etc.).
- Data used to respond to requests for information, comments and complaints from the User: for the time necessary to process such requests, comments and complaints.

#### **9.5. Rights of the User**

The User may access his data, have them corrected or deleted, transfer them or have them transferred to a third party, obtain a limitation of their processing or oppose such processing. He may also withdraw his consent of the processing of his data, although the withdrawal of such consent shall not affect the lawfulness of the processing carried out prior to such withdrawal. In order to exercise these rights, the User must send a request to the Data Protection Officer of the STGM, at the address indicated in [Article 10](#).

The STGM shall abide by this request, subject to compliance with the obligations incumbent upon it. In the interest of protecting personal data, the STGM reserves the right to ask the User for proof of identification before responding to this request.

Finally, the User may submit a complaint to the Commission Nationale de l'Informatique et des Libertés (CNIL) if he believes that his rights are not being respected. The contact details of the CNIL are as follows: CNIL, 3 place de Fontenoy, TSA 80715, 75334 Paris Cedex 07, France – Telephone number: +33 (0)1 53 73 22 22 - Fax: +33 (0)1 53 73 22 00 - Website: <https://www.cnil.fr/fr/plaintes>.

## **ARTICLE 10. REQUESTS AND COMPLAINTS**

The User may address any request or complaint concerning the processing of his personal data:

- By postal mail sent to the following address: STGM, Protection des données personnelles, BP 53, 73321 Tignes, France, or
- By sending an e-mail to the following address: [stgm.privacy@compagniedesalpes.fr](mailto:stgm.privacy@compagniedesalpes.fr).

The User may make any other request or complaint within two months of the occurrence of the event that resulted in the claim:

- Via the website at <https://www.ticketoski.fr/fr/tignes>
- Alternately, by postal mail at the following address: STGM, Service clients, Gare de la Grande Motte, BP 53, 73321 Tignes Cedex, France.

## **ARTICLE 11. SETTLEMENT OF DISPUTES**

In the event of a dispute between the User and the STGM relating to the validity, interpretation or execution of the Terms and Conditions of Use, the User may have recourse free of charge to a conventional mediation procedure or any other alternative dispute resolution method.

The User may have recourse to a mediation procedure with the Tourism and Travel Ombudsman (MTV Médiation Tourisme Voyage, BP 80 303, 75 823 Paris Cedex 17, France - Telephone: +33 (0)1 42 67 96 68 - E-mail: [info@mtv.travel](mailto:info@mtv.travel)) in accordance with the terms and conditions specified on the website <https://www.mtv.travel> and within a maximum period of one year from the date on which the User has submitted a written complaint to the STGM.

The User may also have recourse to the online dispute resolution platform established by the European Commission, accessible on the website <https://webgate.ec.europa.eu/odr/>.

In the event of a failure to reach an amicable settlement, the User may pursue legal action in a jurisdiction territorially competent under the French Code of Civil Procedure, or in the jurisdiction of the User's residence at the time of concluding the contract or at the time of the occurrence of the injurious event.

## **ARTICLE 12. GREENHOUSE GAS EMISSIONS**

The quantity of greenhouse gases emitted by the ski lifts in the winter season amounts to:

- 49.612 g CO<sub>2</sub>e for a Ski Pass valid for one day and for the ski lifts of the Tignes and Val d'Isère areas, equivalent to a 0.354 km car journey
- 63.089 g CO<sub>2</sub>e for a Ski Pass valid for one day and for the ski lifts in the Tignes area, equivalent to a 0.451 km car journey
- 297.670 g CO<sub>2</sub>e for a Ski Pass valid for six days and for the ski lifts of the Tignes and Val d'Isère areas, equivalent to a 2.126 km car journey
- 378.535 g CO<sub>2</sub>e for a Ski Pass valid for six days and for the ski lifts in the Tignes area, equivalent to a 2.704 km car journey.

Calculation based on 140g/km diesel car, class C, current average.

100% of the energy used by the ski lifts operated by the STGM is renewable (6 g CO<sub>2</sub>e/kWh). 100% of the energy used by the ski lifts operated by the STVI is renewable (6 g CO<sub>2</sub>e/kWh).

For further information, the User may contact: STGM, Service qualité, sécurité et environnement, Gare de la Grande Motte, BP 53, 73321 Tignes Cedex, France.

**ARTICLE 13. EFFECTIVE DATE OF THE TERMS AND CONDITIONS OF USE**

The Terms and Conditions of Use shall take effect on 21 October 2022.

**ARTICLE 14. MODIFICATION OF THE TERMS AND CONDITIONS OF USE**

The STGM reserves the right to modify these Terms and Conditions of Use at any time.

**ARTICLE 15. TRANSLATION OF THE TERMS AND CONDITIONS OF USE**

In case of discrepancy between the Terms and Conditions of Use in French and the Terms and Conditions of Use in another language, the Terms and Conditions of Use in French shall prevail.

**ARTICLE 16. APPLICABLE LAW**

The Terms and Conditions of Use are governed by French law.