

## SKI LIFT PASS USAGE TERMS

### GRANDE MOTTE CABLE CAR COMPANY (STGM)

A public limited company with a capital of €3,240,000.00

SIREN 076 920 024 - CHAMBERY RCS

Registered office: Grande Motte Railway Station - Lieudit Val Claret- 73320 TIGNES

Mailing address: Grande Motte Railway Station - BP 53- 73 321 TIGNES Cedex

Intra-Community VAT No.: FR 91 076 920 024

Tel: +33(0)4 79 06 60 00

Email: stgm@compagniedesalpes.fr

Owner of the TIGNES ski area,

Covered by professional liability insurance under the conditions provided for by Article L220-1 of the Insurance Code, through Allianz IARD Entreprise - 1, Cours Michelet - CS 30051 - 92076 Paris La Défense.

Hereinafter referred to as the "Owner".

### ARTICLE 1. TERMS

These terms apply to all ski lift passes (hereinafter referred to as the "Pass(es)") issued by the Owner to give access to the Tignes and/or Tignes & Val d'Isère ski areas as of 23 December 2017.

If there were any provision missing from these terms, it would be considered as being governed by the usual practices used in the ski lift industry and for French companies.

Purchasing a Pass implies the knowledge and acceptance by the person (hereinafter the "User") of these terms in their entirety, without prejudice to usual appeal procedures.

### NOTE:

Each **Pass** given includes a **proof of purchase** that give the **ski lift pass** type and category (adult, child, etc.), expiration date, Keycard number and insurance option (if chosen).

This **proof of purchase** must be kept by the User and presented to the Owner when checked or when needing any assistance (ex: loss or theft of Title, relief, claim) from the Owner or the Society of Cableways of Val d'Isère (operator of the Val

d'Isère ski resort) where applicable.

**Passes are strictly non-transferable, except for shorter Passes in the price chart.**

### ARTICLE 2. PASS CHECKS

Each Pass, issued on a numbered card, is usable for a pre-determined period and for a specific age category. The information relating to the validity of the Pass that is on the card has no contractual value. Only the information contained in the chip is valid.

During its validity period, the Pass gives free access to the ski lifts for a specific ski area, without any priority.

The valid area for the Pass is defined on the trail map for the season concerned and during the opening times for the ski lifts. These are displayed at the Owner's sale points and/or at the bottom of the ski lifts (visibility of this information depends on weather and snow conditions).

Anyone with a Pass giving access to the Tignes & Val d'Isère ski area must first go to the ski area from where he/she purchased the Pass from (Tignes or Val d'Isère).

The Pass must be kept by the User the entire time he/she uses the ski lifts, so he/she can be detected by the automatic checks or can show his/her Pass to any of the Owner's official inspectors who may be checking.

2.1. Not having a Pass, using an invalid Pass, or not respecting the police regulations posted at the bottom of the ski lifts by the Owner's official inspector will result in:

- Being charged a **fixed fine** without court proceedings. This fixed fine can reach FIVE times the value of the daily ski lift ticket plus added administrative fees, in accordance with the applicable regulations (Articles L 342-15, R 342-19 and R 342-20 of the Tourism Code and Articles 529-3 et seq. of the Code of Criminal Procedure).
- or **legal proceedings.**



The Owner's official inspectors may request to see documentation for Passes with discounted prices.

If the offender refuses or is unable to prove his/her identity, the official inspector will immediately report him/her to a judicial police officer from the national or local police station, who will immediately summons the offender.

If stolen, the official inspector may also immediately remove the Pass to provide it to the person who is supposed to possess it.

The personal data collected while checking Passes is subject to processing to allow follow-up on the violations documented by the police of the land-based transportation services.

The processing is carried out by STGM, represented by Mr. Nicolas PROVENDIE (General Manager), whose contact information is listed at the top of this document.

The recipient of the collected data is STGM.

You have the right to access, rectify, or erase your data, transfer your data to a third party, or restrict or deny the processing of your data.

You can implement these rights by contacting STGM through the contact information provided in this document.

You have the right to submit a complaint to the CNIL if you feel your rights have been violated. Contact information for the CNIL is available at [www.cnil.fr](http://www.cnil.fr).

In application of Article 90 of Decree no. 2005-1309 of 20 October 2005, any person can receive the information mentioned in this paragraph in written form after submitting an oral or written request to STGM.

**2.2. All Passes are strictly non-transferable**, except for Passes corresponding to the shorter durations on the price chart. It is the User's responsibility to keep his/her Pass safe so that it is not misused by a third party.

To prevent fraud, the User is informed that photographs are automatically taken when passing through the turnstile of the Tignes ski area. These photographs are then compared by official inspectors to detect any fraudulent use. This processing is carried out by STGM, represented by Mr. Nicolas PROVENDIE (General Manager), whose contact information is listed at the top of this document.

The photographs are only intended for STGM; they will only be kept during the validity period of the User's Pass.

In accordance with data protection regulations, the User (or his/her legal representative) has the same rights as those detailed in point 2.1 above.

### **ARTICLE 3. DEFECTS IN SKI PASS CARDS**

Usage instructions: we recommend keeping the card in a left-side pocket, without other metal or electronic objects. This card must not be bent, punctured or placed near a heat source.

If the Pass card becomes defective during its period of validity (three years), the Owner will provide a replacement card after the User returns the defective card to one of the Owner's sales points.

However, if it is found that the defect was caused by the User (ex: non-compliance with the usage instructions), the Owner shall charge the User the processing fees provided for in Article 4 below.

If the defective card was issued by the Val d'Isère Cable Car Company, the Owner cannot provide any replacements.

In this case, the User must request a replacement from the Val d'Isère Cable Car Company in accordance with its Usage Terms.

### **ARTICLE 4. LOSS OR THEFT OF PASSES**

The provisions below apply exclusively to Passes provided by the Owner.

If a card that was provided Val d'Isère Cable Car Company is lost or stolen, the Owner cannot provide any replacements.

In this case, the User must request a replacement from the Val d'Isère Cable Car Company



in accordance with its Usage Terms.

#### 4.1. Liber'Tignes card/Keycard

Each Pass also includes a proof of purchase for the User.

- **Required information**

If a User's Pass has been lost or stolen for **more than one (1) day**, the User must report this at one of the Owner's sales points, present the proof of purchase, and provide the following information: card number, purchase date, and period of validity.

- **Processing fees**

The User must also pay a processing fee of ten euros incl. VAT (€10 including all taxes) for each replacement.

- **Issuing the replacement**

- Any Pass that a User has reported as lost or stolen to the Owner will be deactivated and will no longer give access to the ski area.
- Subject to usage checks, the User may obtain a replacement Pass (for the remaining validity period) on the same day that the User reported it lost or stolen from one of the Owner's sales points, dependent on opening hours.
- **NOTE: Any Pass with a validity period less than or equal to one (1) day that is declared lost or stolen will not be replaced.** For all other Passes, if the User cannot provide the abovementioned information that is required for a replacement, the Owner will not be able to provide a replacement to the User.

#### 4.2. Pass'Tignes card

The corresponding terms and conditions are defined in the details for the Pass'Tignes program available at [www.skipass-tignes.com](http://www.skipass-tignes.com). This product is no longer available; however, the benefits of the loyalty program are maintained until the expiration date of the User's card, being no later than 1 September 2020.

### ARTICLE 5. SAFETY RULES

All Users are required to respect the ski lift safety rules, including the police regulations and pictograms posted at the bottom of the lifts.

Users must also respect all instructions given by the Owner's staff. Violating these rules may result in penalties.

The same applies to compliance with the municipal bylaw relating to safety on ski slopes. It is recommended that Users follow the "Ten rules of good skiing behaviour" published by the International Ski Federation (FIS). The ski lifts usage rules are displayed on the back of the Tignes & Val d'Isère ski area trail map.

### ARTICLE 6. PROTECTION OF PERSONAL DATA

The personal data collected from the sale of the Pass is subject to processing related to the management of ski lift access and checking Passes.

This processing is based on the execution of the transport contract to which you are a party.

The processing is carried out by STGM, represented by Mr. Nicolas PROVENDIE (General Manager), whose contact information is listed at the top of this document.

The recipients of the data collected are STGM and STVI (operator of the connected ski area).

You have the right to access, rectify, or erase your data, transfer your data to a third party, or restrict or deny the processing of your data.

You can implement these rights by contacting STGM through the contact information provided in this document.

You have the right to submit a complaint to the CNIL if you feel your rights have been violated. Contact information for the CNIL is available at [www.cnil.fr](http://www.cnil.fr).

In application of Article 90 of Decree no. 2005-1309 of 20 October 2005, any person can receive the information mentioned in this paragraph in written form after submitting an oral or written request to STGM.



## **ARTICLE 7. TRANSLATION - APPLICABLE LAW - DISPUTES**

If these terms are translated into other languages, it is expressly understood that the French version of these terms is the only one considered to be authentic. If there is debate on the interpretation/application of any of the provisions of these terms, it will be necessary to refer expressly and exclusively to the French version.

These terms are subject to French law in terms of their interpretation and implementation.

In accordance with the provisions of Article L 211-3 of the Consumer Code, in the event of a dispute relating to the validity, interpretation or performance of these terms, the Customer may use a free conventional mediation procedure or any other alternative method of dispute resolution. The consumer may resort to a mediation procedure through the **Tourism and Travel Mediator** (MTV Tourism and Travel Mediation, BP 80 303, 75 823 Paris Cedex 17) according to the modalities listed at [www.mtv.travel](http://www.mtv.travel) and within a maximum of one (1) year from the written complaint made to the Owner.

It can also use the European Dispute Settlement Platform, available online at the following website: <https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=FR>.

In the absence of amicable settlement, the Customer may refer to a local court under the Code of Civil Procedure, or the court with jurisdiction in the Customer's location when the contract was concluded or at the time of the incident (Article R. 631-3 of the Consumer Code).

