

## SKI LIFT PASS SALES TERMS

### GRANDE MOTTE CABLE CAR COMPANY (STGM)

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

SIREN 076 920 024 - CHAMBERY RCS

Registered office: Grande Motte Railway Station-Lieudit Val Claret- 73 320 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](mailto: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)") sold by the Owner to give access to the Tignes and/or Tignes & Val d'Isère ski areas (connected to the Val d'Isère ski area).

These terms are applicable for all Passes sold by the Owner 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 customer (hereinafter the "Customer") of these terms in their entirety, without prejudice to usual appeal procedures.

It is the Customer's responsibility to inquire about the Passes or prices and select the most suitable. The Owner cannot be held responsible for the Customer's choices.

The Pass is issued on a card with a number, called the "Keycard number". The Pass includes a card with an encoded ski lift ticket and "proof of purchase".

The duration of a Pass is given in "consecutive days".

The Owner also gives the Customer the opportunity to add "Carré Neige" insurance coverage when purchasing a Pass. This coverage is subject to the insurance conditions provided at the sales points or available to view/download directly from [www.carreneige.com](http://www.carreneige.com) or the link on the Owner's website ([www.skipass-tignes.com](http://www.skipass-tignes.com)).

### **NOTE:**

Each Pass issued 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).

The Customer must keep the "proof of purchase" to present to the Owner when requested or for any issues with the purchase (ex: emergencies, loss or theft of Pass, complaints).

### ARTICLE 2. PASS CARDS

New ski passes cannot be registered until the ski pass originally encoded on the card has expired. Otherwise, the initial ski pass will be irretrievably cancelled, without the Customer being able to claim any compensation. However, a Customer may add additional ski areas to their Pass.

#### 21. Liber'Tignes/Keycard

This is a rechargeable card that can be used multiple times within three (3) years.

This chip card is your Pass to access one of the ski areas mentioned above. These cards are issued free of charge by the Owner when ordering Passes (from sales points, skibadge stations, [www.skipass-tignes.com](http://www.skipass-tignes.com), or the "goski-tignes.com" mobile site, and at the recharging kiosks located in certain sales points).



## 22. Pass'Tignes card

This loyalty program card is no longer available. The Owner will terminate the loyalty program associated with this card upon the expiry date of the Customer's card, which shall occur no later than 1 September 2020. Details of this program are available at [www.skipass-tignes.com](http://www.skipass-tignes.com).

This card can also be used as a rechargeable Pass device within three (3) years from the date of purchase. However, the discounts used for Pass purchases through the Pass'Tignes loyalty program are only available on the website [www.skipass-tignes.com](http://www.skipass-tignes.com) to holders of a valid card. This card is strictly non-transferable.

## ARTICLE 3. CUSTOMER PHOTOGRAPH

The sale of any Pass (i) with a certain validity period equal to or greater than thirteen (13) days, (ii) issued on a "Pass'Tignes" card (iii) "free" for a period of two (2) days or more requires a recent photograph of the Customer (without any sunglasses or headwear).

The Owner will keep this photograph in its computer ticketing system to facilitate any recharging or reissuing of the Pass, unless the Customer objects for legitimate reasons under the conditions of Article 10 below.

## ARTICLE 4. PRICES & PAYMENT TERMS

### 41. Prices

The public prices for the Passes and the Carré Neige insurance are posted at the Owner's sales points and at [www.skipass-tignes.com](http://www.skipass-tignes.com). Price charts are also available in these sales points as well as in the "Maisons de Tignes".

These prices are expressed in euros with all taxes included. They are determined based on the taxes in force and may be modified if the applicable taxes should change.

Discounts or free passes are offered to different categories of people according to the conditions posted in the sales points or on the website. In sales points, discounts or free passes are granted after providing proof of eligibility at the time of purchase. No photocopies of proof will be accepted. No discounts or free pass will be granted after the purchase.

In all cases, the Customer's age on the first day of the validity period of the Pass is applied for the purchase.

NOTE: The purchase of the "half-day morning" Pass requires a deposit (see price chart). To obtain the refund of this deposit, the Customer must return to one of the Owner's sales points by 1:15 pm and return the Ski Pass Card. After this period, the deposit is no longer refunded.

### 42. Payment options

Passes are only issued after payment of the corresponding price. These payments are made in euros either by check from a French bank account written out to the Owner, in cash within the limits of the regulatory ceilings (see Articles L112-6 and D112-3 of the Monetary and Financial Code), by credit card as accepted by the Owner, or by ANCV holiday vouchers.

Identification is required for all payments by check.

## ARTICLE 5. USAGE TERMS SKIBADGES STATIONS

Skibadge stations are located in certain sales points and allow Customers to purchase and/or recharge of the specific Passes listed at these stations. Payment can only be made by credit card via an automatic payment terminal.

These stations only sell Passes that do not require photographs and at the public rate.

## ARTICLE 6. INTERRUPTION OF THE OPERATION OF THE SKI LIFT

Customers may only request compensation for damages when there is an interruption lasting at least one day and for more than seventy-five percent (75%) of the ski lifts opened at the time that the Pass is valid for (except for cases of force majeure, Passes that are less than one day, "Season" Passes, and Non-consecutive Day Passes).

The list of lifts with their power coefficients is displayed in the Operator's sales points.

In this case, a compensation claim form is available online at [www.ticketoski.fr/reclamations/fr/tignes](http://www.ticketoski.fr/reclamations/fr/tignes) or available at the Grande Motte Ski Area Welcome Centre.

Compensation is only provided for Passes that have been acquired and paid directly by the Customer to the Owner. The compensation is determined according to the number of days that the Customer could not use his/her Pass due to the interruption of service: the last day taken into consideration being the expiration day of that Pass.

The Customer may choose the form of compensation (this choice is irrevocable and cannot be called into question for any reason):

1. **An immediate extension** of the period for that Pass by delivering a new Pass that is the same type and for a duration equal to the number of compensable days as defined above, which begins to run the day after the expiration date of the original Pass or the first day of resumption of service, if later than that date;
2. **A credit** that is documented, personal, non-transferable, and valid for one (1) year following the date of issue. This credit is calculated on a pro-rated basis based on the number of days the ski lifts were interrupted.
3. **Deferred refund** by interbank transfer in a lump sum calculated based on half of the public price of the "2-day adult Pass" for that price period.

**Example:** For a 6-day "Tignes-Val d'Iserre" High Season Pass, whatever the age category, the refund is: €99/2 = €49.50 per day that the lifts are interrupted (2017/2018 winter season prices).

No compensation can be granted before the expiry date of the concerned Pass.

The Customer cannot claim any sum or benefit exceeding the chosen compensation method.

The request for compensation accompanied by the supporting documents (original Pass and proof of purchase), must be submitted online at [www.ticketoski.fr/reclamations/fr/tignes](http://www.ticketoski.fr/reclamations/fr/tignes) or sent to the Owner by mail according to the arrangements specified in Article 8 below.

The compensation will be paid within four (4) months after the receipt of all the documents relating to the claim for compensation.

## ARTICLE 7. REFUNDS

If the issued Passes are not used or completely exhausted, they will not be refunded or exchanged, except as provided in Article 6 above.

Non-consecutive day tickets must be used up before the deadline indicated on those Passes or on the corresponding price chart. Beyond that, they cannot be used and there will be no refund of extended validity period.

There is specific insurance that can cover these types of risks, which also cover costs for emergency rescue in the event of an accident on the ski slopes or lifts. The sales points can provide this information.

## ARTICLE 8. COMPLAINTS

All complaints must be sent to the Owner within two (2) months following the occurrence of the event giving rise to the said complaint, without prejudice to the legal channels and time limits for mediation or pursuing legal proceedings under the conditions specified in Article 11.

All claims must be filed online at [www.ticketoski.fr/reclamations/fr/tignes](http://www.ticketoski.fr/reclamations/fr/tignes) or sent to the following address:

*STGM – Customer Services - Grande Motte  
Railway Station – B.P. 53 – 73321 TIGNES  
Cedex.*

## ARTICLE 9. INTELLECTUAL PROPERTY

The Customer acquires no ownership or usage rights and may not use the Owner's names, signs, emblems, logos, trademarks, copyrights, any other signs, or literary/artistic/industrial property rights.

## ARTICLE 10. PROTECTION OF PERSONAL DATA

The personal data collected during the sale of the Pass is subject to processing related to the ordering and the issuing of the Pass.

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

All information requested by the Owner for the issue of the Pass is mandatory. If one or more of these mandatory pieces of information is



missing, the Pass sale will not be processed.



Certain data (postal address, e-mail, telephone number) may also be requested for commercial marketing by the Owner and, with your agreement, its commercial partners.

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 its commercial partners for the aforementioned commercial marketing purposes.

The collected data is kept for the following reasons:

- to establish proof of a contract to which you are party: for five years from their collection if the amount of the order is less than €120, or for ten years if the amount of the order made online is equal to or greater than €120;
- for commercial marketing purposes: for three years after collection.

At the end of this period, the data is erased. As an exception, the data collected for commercial marketing purposes is kept for a further three years if you agree to continue receiving commercial offers from 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: *Ticket Office - Grande Motte Railway Station B.P. 53 – 73321 TIGNES Cedex.*

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 the aforementioned service.

Finally, the Customer may register on the no-call list at no cost to no longer be solicited by professionals with whom it has no current contractual relationship with, in accordance with Article L121-34 of the Consumer Code (<http://www.bloctel.gouv.fr>).

## ARTICLE 11. 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).

