

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

**S.T.G.M.** (Société des Téléphériques de la Grande Motte) The Grand Motte Cable Car Company

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

SIREN (French company code) 076 920 024 RCS (Company Trade Register): CHAMBERY

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Registered with ORIAS as an Intermediary Insurance Agent under the number 17007382 ([www.orias.fr](http://www.orias.fr)),

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,

Operator of the TIGNES ski area,

Hereinafter referred to as the “Operator”.

## ARTICLE 1. GENERAL INFORMATION

The present general terms and conditions apply to all ski lift Passes (hereinafter referred to as “Pass(es)”) issued by the Operator, which allow access to the ski areas of Tignes or linking Tignes & Val d’Isère and all the recreational and/or athletic activities (hereinafter referred to as “Activity” or “Activities”) sold by the Operator, **from 20 June 2020**.

The present general terms and conditions are supplemented by the General Terms and Conditions of Sale of the entity that carried out the sale of the Pass to the User.

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

The acquisition of a Pass and/or 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 common forms of legal recourse.

### **IMPORTANT:**

Each issuance of a **Pass** results in the delivery of a **proof of purchase** which mentions the category (adult, child...), the validity date limit, the Keycard number of the **lift pass** and subscription to any insurance.

This **proof of purchase** must imperatively be kept by the User, who must be able to present the original version to the Operator in case of verification inspection or all other requests (e.g. loss or theft of the Pass, emergency, complaint) with the Operator or the Cable Car Company of Val d’Isère (operator of the ski area of Val d’Isère), if applicable.

**The Pass is strictly personal and non-transferable, except for the Pass corresponding to the shortest duration on the price list.** 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 medium, can be used for a predetermined validity period and age category. The information registered on the physical medium regarding the validity of the Pass has no contractual value. Only the information contained on the chip of the physical medium 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 slope map of the season concerned and during the opening periods of the ski lifts, displayed 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 purchase**) 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 this right to ask the User.

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 value 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).

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 in the hands of 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 veritable titleholder.

### **ARTICLE 3. DEFECTIVENESS OF PHYSICAL MEDIUM OF PASSES (KEYCARD) AND/OR THE "PALA'FOU" TOBOGGAN 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 physical mediums of Passes and the "Pala'fou Toboggan" Activity must not be folded, punctured, broken or placed near a heat source.

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

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

In the event the defective physical medium was issued by the Cable Car Company of Val d'Isère, this request cannot be processed by the Operator.

The User must send this request to the Cable Car Company of 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 MEDIUM OF PASSES (KEYCARD) AND/OR THE "PALA'FOU" TOBOGGAN" ACTIVITY**

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 Cable Car Company of Val d'Isère, this request cannot be processed by the Operator.

The User must send the request to the Cable Car Company of Val d'Isère, in accordance with the terms of the General Conditions of Use of Passes established by the latter.

Each Pass results in the issuance of a proof of purchase 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 by obligatorily presenting the **original proof of purchase** containing the following information: Keycard number, date of acquisition and duration of validity.

#### • 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, all taxes included), except for titleholders of a Tignes Pass.

#### • 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 area.
- 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 pick up a duplicate (for the residual duration of the Pass) from this point of sale.

PLEASE NOTE: A duplicate cannot be issued for:

- Any Pass for which the aforementioned information, necessary for the issuance of a duplicate, cannot be provided by the User.
- Any access to the Activities "Pala'fou Toboggan" and "Terrace Access Altitude Experiences" declared lost or stolen.

### 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 is also obliged to respect the conditions of access (age and/or height minimum, ski level required) and safety rules displayed at the Activity site(s), any accompanying pictograms, regulations, as well as all safety instructions given by the Operator's personnel. Failure to comply may result in a refusal of access and/or a penalty.

The same applies to municipal decrees posted at the town hall and at the site(s) of the Activity or Activities.

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

In the context of the state of the health emergency and decree no. 2020-663 of 31 May 2020 in face of the Covid-19 epidemic, the Operator has implemented special provisions that meet regulatory health requirements and informs 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 the Passes. This processing is based on the legitimate interest of the Operator to fight fraud.

The data collected are intended for:

- The Operator.
- The Cable Car Company of Val d'Isère 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.

#### 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 (a system called "Photocompare"). These photographs are then compared by sworn inspectors who can detect fraudsters (to enforce the principle of non-transferability of Passes).

Personal data collected by sworn controllers during a verification of Passes is subject to processing in order to:

- Verify that the User has 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 contained 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.

The provision of 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.

### **Common provisions:**

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

All the 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 such data from unlawful or accidental destruction, accidental 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 it transferred to a third party, to impose a limitation of its usage or refuse its usage. The Operator shall comply with this request, subject to adherence to legal obligations incumbent upon it.

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

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](mailto:stgm.privacy@compagniedesalpes.fr).

In the interest of confidentiality and protection of personal data, the Operator reserves the right to demand the Client for verifications of identity before responding to his request. The Operator may also oblige him to provide a photocopy 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 (French Data Protection Authority), 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 – Phone no.: +33 (0)1 53 73 22 22 – Fax no.: +33 (0)1 53 73 22 00 – Website: <https://www.cnil.fr/fr/plaintes>.

### **ARTICLE 7. CO<sup>2</sup> 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 CO<sup>2</sup>e information regarding transport via ski lifts:

- The CO<sup>2</sup>e transport for a Tignes-Val d'Isère 1-day Winter Pass is 50.91 g CO<sup>2</sup>e, equivalent to a car route of 0.364 km.
- The CO<sup>2</sup>e transport for a Tignes-Val d'Isère 6-day Winter Pass is 305.5 g CO<sup>2</sup>e, equivalent to a car route of 2.182 km.

*Method of calculation: 6 g CO<sup>2</sup>e/kwh/100% renewable energy/ diesel fuel car 140 g/km (class C, current average).*

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

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

## **ARTICLE 8. 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.

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

*STGM – Service Relations Clientèle - Gare de la Grande Motte – B.P. 53 – 73321 TIGNES Cedex, FRANCE.*

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 ombudsman** (MTV Médiation Tourisme Voyage, BP 80 30375 823 Paris Cedex 17, France) according to the conditions detailed on the website [www.mtv.travel/](http://www.mtv.travel/).

The opinion pronounced by the Tourism and Travel ombudsman 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 available at the following link: <https://webgate.ec.europa.eu/odr/>.

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