

**GENERAL TERMS AND CONDITIONS OF SALE  
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

These general conditions apply specifically, without restriction or reservation, to all ski lift passes (hereinafter referred to as "Pass(es)") sold by the Grande Motte Cable Car Company (Société des Téléphériques de la Grande Motte or STGM), providing access to the Tignes and/or Tignes & Val d'Isère ski area (area linked to the Val d'Isère ski area) and all recreational and/or athletic activities (hereinafter referred to as “Activities”) sold by the Seller, other than the sale of Passes.

The present general terms and conditions are applicable for all Passes sold by the Grande Motte Cable Car Company from 20 June 2020.

These general terms and conditions are supplemented by the General Terms and Conditions of Use of Passes and Activities. Online purchases (website or tablets) are supplemented by the Specific Terms and Conditions of Online Sales posted at the corresponding sales channel.

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

Acquiring a Pass and/or purchasing an Activity implies that the individual (hereinafter referred to as “Client(s)”) has full knowledge of and accepts all the present general terms

and conditions without prejudice to usual methods of recourse.

These conditions concern exclusively natural persons identified as consumers, as defined by the preliminary article of the Consumer Code.

The Client acknowledges all responsibility to remain informed on the Passes, and, if applicable, the Activities, their proposed prices, and to select the most suitable option(s). Under no circumstance shall the Seller be held liable for the Client's choice(s).

These general conditions of sale may be subject to subsequent modifications; the version applicable to the purchase of the Client shall be the version in force on the day of entering into the contract.

**Reminder: The Pass is strictly personal and non-transferable, except for the Pass that corresponds to the shortest duration on the price list.** It is thus the responsibility of the User to conserve his Pass so that it may not be used by a third party.

## ARTICLE 2. GENERAL TERMS AND CONDITIONS OF SALE OF PASSES

### Article 2.1. Description of Passes

These general conditions apply specifically, without restriction or reservation, to all Passes sold by the Grande Motte Cable Car Company, namely:

- At resort points of sale (except Chalet Luge).
- On skibadge automated machines and/or tablets available at certain points of sale.
- At [www.skipass-tignes.com](http://www.skipass-tignes.com).

The duration of a Pass expressed in days implies “consecutive days” of a dated period.

Possibly available for purchase: “Non-consecutive days Passes”. Their period of validity is defined on the price lists posted at points of sale.

**IMPORTANT:** Each issuance of a Pass results in a “proof of purchase”, on which appear the category (adult, child, etc.), the validity date limit, the Keycard number of the Pass and any insurance subscription.

This “proof of purchase” must imperatively be kept by the Client, who must be able to present it in original version to the Seller in case of inspection or specific circumstances (e.g. emergency, loss or theft of Pass, complaint).

### Article 2.2. Physical medium of passes

The Pass is issued on a Physical medium (hereinafter referred to as “Keycard”) that mentions its number, called a “rechargeable card number”, encoded with the lift pass and a proof of purchase.

The card is rechargeable and reusable once or several times within the limit of three (3) years.

The Keycard incorporates a chip on which the Pass is encoded or loaded, providing access to one of the ski areas referred to above, and issued free of charge by the Seller when ordering Passes (from points of sale, skibadge machines, at [www.skipass-tignes.com](http://www.skipass-tignes.com), and on tablets available at certain points of sale), excluding “season” Passes.

The rechargeable card associated with “season” Passes is billed at a price of ten (10) euros including tax and is valid for three (3) years.

No new lift pass can be registered until the lift pass originally encoded on the Keycard has not been fully used up. Failing

this, the initial lift pass will be irretrievably cancelled, and the Client cannot claim any compensation. Only registering for an extension of the ski area will remain possible.

The titleholder of a Keycard can benefit from no discount on the price of Passes in the event of recharging at a point of sale or online.

### 2.2.2. The Pass’Tignes card

This loyalty programme membership card is no longer offered for sale. The Seller will put an end to the loyalty programme associated with this card on the expiration date of the card in the possession of the Client, meaning, at the latest, on 1st September 2020. The operating procedures of this programme can be found on the website [www.skipass-tignes.com](http://www.skipass-tignes.com).

This card also serves as a physical medium for rechargeable Passes, within the limit of three (3) years from 1st September of its year of issue.

However, the price advantages granted during the purchase of the Passes, as provided for by the Pass’Tignes loyalty programme, are only accessible on the Website to holders of a valid card. This card is strictly personal and non-transferable.

### Article 2.3 Photograph of the client

The sale of any type of (i) “season” Pass (ii) “free” Pass of a duration of two (2) days or more, is subject to submitting or taking a recent identification photo, displaying the frontal view of the Client’s face, without sunglasses nor head covering.

This photograph will be kept by the Seller in the computer ticketing system to facilitate any possible recharging or reissuing of the Pass, on the condition that the Client has given consent (see “Protection of Personal Data” below).

### Article 2.4. Modes of use of skibadge automated machines

Automated skibadge machines allow the purchase and/or recharging of only the Passes mentioned on these skibadge machines and are made available to Clients at certain points of sale. Payment can only be made by bank card or credit card (Visa, Mastercard) via an automatic payment terminal.

### Article 2.5. Interruption of ski lift operation

#### 2.5.1. If the Client opts for an “afternoon” or “1-day” Pass

The Seller offers discounted rates on “afternoon” or “1 day” Passes, in the event of bad weather and/or snow conditions

having a significant impact on the conditions for opening the ski lifts. (see conditions at a point of sale).

**2.5.2. If the Client opts for a "Stay" Pass (a 2 to 15-day Pass + Flex/Freedom Pass, excluding "season" Passes and other Passes of non-consecutive days)**

Only in the case of an **interruption of at least one day AND over seventy-five percent (75%) of the ski lifts (percentage calculated according to the Vertical Transport Feet per Hour (VTF/H) rate of the ski lifts** corresponding to the product of the theoretical flow (in number of skiers per hour) x vertical lift) to which the Pass provides access - and except in cases of force majeure as set out in Article 4.4 below - will the Seller consider compensation for damage incurred by the Client, titleholder of a "Séjour" ("Stay") Pass.

The list of ski lifts and their VTF/H rate is posted at the Seller's points of sale.

In this case, a specific and dated compensation (called an "incident") request form is available on the internet at the following address: [www.ticketoski.fr/reclamations/fr/tignes](http://www.ticketoski.fr/reclamations/fr/tignes).

Once the qualifying factors outlined in paragraph 1 of this section have been met, compensation is determined according to the number of days during which the Client could not use his Pass due to the interruption of service; the last day taken into consideration in all cases being the expiration day of the validity of the Pass in question.

The Client may choose compensation among the options listed below (this choice is irrevocable and cannot be called into question for any reason whatsoever):

1. **Extension** of the period of validity of the Pass concerned by issuing a new Pass, of the same type and of a duration equal to the number of compensable days as defined above (which shall begin on the day after expiration of the initial Pass, or on the first day of the resumption of service, if later than this date).
2. Receipt of a credit voucher, valid for one (1) year from the date of its issue. The amount of credit is determined according to the calculation in point 3 below.
3. **Reimbursement**, calculated on a pro-rata basis, according to the number of days the ski lifts were interrupted.

For example, in the case of an interruption of more than seventy-five percent (75%) of the ski lifts as indicated above for a period of three (3) days, the Client, titleholder of a Six (6) day Pass will be reimbursed for 3/6<sup>ths</sup> of the purchase price of his Pass, net of the sale price at the cash desk.

No compensation can be granted before the day of expiration of the Pass in question.

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

The compensation request, accompanied by the relevant documents (original or scan of the Pass and proof of purchase), must be sent to the internet address [www.ticketoski.fr/reclamations/fr/tignes](http://www.ticketoski.fr/reclamations/fr/tignes) or sent by postal mail to the Seller, in compliance with the procedure defined in Article 4.3 below.

Compensation shall be rewarded no later than four (4) months following the receipt of all documents relating to the compensation request.

**NB: Only Passes which were obtained and paid for directly by the Client to the Seller may result in compensation.** In all other cases, the Client must refer to the General Conditions of Sale of the entity from whom the Pass was purchased.

**Article 2.6. Reimbursement**

If Passes issued are unused or not fully consumed either due to the interruption of the ski lifts as defined in Article 2.5 above, or due to the closure of the ski lifts as a result of force majeure as set out in Article 4.4 below, the Passes will be refunded or exchanged by the Seller, who will apply the modalities defined in these articles herein.

In other cases where the issued Passes are not used (exclusively), these will be deferred within eight (8) days of their start date of validity and assigned a new start date of validity within these same eight (8) days, upon presentation of the Pass and its original Proof of purchase at a Point of Sale, and provided that the new Pass is of equal or greater duration and price.

If the new Pass has a higher price than the unused and deferred Pass, the Client shall pay the difference.

If applicable, the unused Passes can be refunded following a complaint, if the complaint fulfils the conditions defined in Article 4.3.

In the event that the Passes are used, even partially, they will not be postponed to a later date, refunded or exchanged.

It is possible to cover this type of risk with specific insurance, also covering rescue costs in the event of an accident on the ski slopes or ski lifts. All information regarding this matter must be requested at the points of sale.

### ARTICLE 3. GENERAL TERMS AND CONDITIONS OF SALE OF ACTIVITIES

#### Article 3.1. Description of Activities and points of sale

These general conditions apply specifically, without restriction or reservation, to any purchase of an Activity sold by the Grande Motte Cable Car Company, namely:

- The "Pala'fou Toboggan run" activity, sold during the winter season at all points of sale (including the point of sale of the luge chalet).
- The "Terrace Access Altitude Experiences" activity, sold during the summer season at the Grande Motte point of sale.
- The "Audio guide" activity (free when purchasing the "Terrace Access Altitude Experiences" activity) sold during the summer season at the Grande Motte point of sale. It is specified that picking-up the Audio guide and the instructions for use are done at the verification point of access to the funicular, in exchange for the proof of purchase, and subject to submitting a valid proof of identity (passport, identity card, etc.). The return of the Audio guide is the responsibility of the Client and must be done prior to the closing of the funicular.

The activities are dated and sold only on site.

Each purchase of an Activity results in a proof of purchase mentioning the type of Activity and its validity date. The proof of purchase of the "Pala'fou Toboggan run" Activity also contains the Keycard number charged on it, and any "Carré Neige" insurance reference number.

NB: Please note that the Client can only benefit from the Activities provided that he has a valid Pass allowing him to access the ski lift concerned.

#### Article 3.3. Physical medium of Activities

The "Pala'fou Toboggan run" activity is delivered on a free, specific medium (separate from the Keycard of Passes), mentioning its number, called the "Keycard number", which is rechargeable and reusable.

The card is rechargeable and reusable once or several times, within the limit of three (3) years.

The "Terrace Access Altitude Experiences" and "Audio guide" Activities are issued on a free and disposable physical medium (paper ticket) that serves as the proof of purchase. The ticket is to be presented to the controller when accessing the "Terrace Access Altitude Experiences" Activity and/or can be exchanged to receive the "Audio guide".

#### Article 3.4. Refunds

The Activities that are not used or not completely used up on the date indicated on the order confirmation will be lost and will not be exchanged or refunded.

The Activities can only be considered for reimbursement in the event of cancellation by the Seller with regard to unfavourable snow and weather conditions prompting the closure of the Activities, without the possibility of postponement during the Client's stay. In this case, the Client will be informed of the cancellation of the Activity by the Seller.

The refund request, accompanied by supporting documents (proof of sale and specific Activity physical medium), must be filed on the Internet at [www.ticketoski.fr/reclamations/fr/tignes](http://www.ticketoski.fr/reclamations/fr/tignes) or sent by postal mail to the Seller, according to the procedures defined in article 4.3 below.

The compensation will occur no later than four (4) months after receipt of all the documents relating to the compensation request.

### ARTICLE 4. COMMON PROVISIONS

#### Article 4.1. Tariffs and payment methods

##### 4.1.1. Tariffs

The public tariffs of Passes, Activities and Carré Neige insurance are posted at the Seller's points of sale and on the Website. Price lists are also available at the points of sale and at "Maisons de Tignes" ("Houses of Tignes").

These tariffs are expressed in euros per person and are inclusive of all taxes; they are established based on taxes in force and are subject to modification(s) in case of variations in applicable tax rates.

Discounts or free products are proposed to various categories of persons according to the conditions posted at points of sale or on the Website. At points of sale, these discounted or free products are issued upon presentation of official identity documents at the time of purchase to justify the special rate. No photocopies of justifying identification will be accepted. No discounts or free products will be granted after purchase.

All discounts are applied on the basis of the "adult rate" and cannot be combined with any other ongoing offer or promotion.

In addition, offers or promotions may be exclusively proposed and reserved for certain sales channels (e.g. Website).

In all cases, the age of the Client shall be determined by the person's age on the day of the beginning of the validity of the Pass to be issued.

#### **4.1.2. Methods of payment**

All Passes and/or Activities issued require payment of the corresponding tariff. These payments are to be made in euros either by cheque drawn from a French bank account, payable to the order of the Seller, or in cash within the regulatory limits (see Articles L112-6 and D112-3 of the Monetary and Financial Code), by credit card accepted by the Seller (Visa, Mastercard, American Express), or by vouchers of the ANCV (French National Holiday Voucher Agency).

Please note: Payment by cheque, American Express or cash will not be accepted at the "Pala'fou" toboggan run point of sale, nor on the skibadge automated machines.

For all payments by bank cheque, the presentation of a valid identity document matching the name of the chequebook holder is required.

#### **Article 4.2. "Carré Neige" Insurance**

The Seller, in its capacity as an Intermediary Insurance Agent, also proposes the purchase of "Carré Neige" insurance to the Client, in addition to the purchase of a Pass and/or the "Pala'fou Toboggan run" Activity. This contract is subject to insurance conditions, which the Client may consult at points of sale or download directly from the website [www.carreneige.com](http://www.carreneige.com) or through a hypertext link on the Seller's website, [www.skipass-tignes.com](http://www.skipass-tignes.com) (hereinafter referred to as the Website).

It is specified that the "Carré Neige" insurance can be subscribed to by the Client at the time of purchasing the Pass

and throughout its validity. In case of subscription during the validity period of the Pass, the insurance coverage will not have a retroactive effect.

NB: Any "Carré Neige" insurance taken out with a Pass automatically covers the "Pala'fou Toboggan run" Activity during the validity period of the Pass.

#### **Article 4.3. Complaints**

All complaints must be addressed to the Seller within the period of two (2) months following the beginning of the occurrence that prompted the complaint, without prejudice to recourse and statutory time limits to pursue mediation or legal action as defined in Article 4.4.

All complaints must be filed on the Internet site [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.*

#### **Article 4.4. Force majeure**

Any event of force majeure as defined in article 1218 of the Civil Code will result in the suspension or termination of the contract under the conditions provided for in articles 1351 and 1351-1 of the Civil Code.

#### **Article 4.5. Intellectual property**

The Client acquires no ownership or user rights and is prohibited from using the names, signs, symbols, logos, brands, copyright or other literary, artistic or industrial property rights of the Seller.

#### **Article 4.6. Protection of personal data**

Personal data collected during the sale of Passes, and, if applicable, Activities, are processed with the purpose of:

- Processing the order. This processing of data is necessary to execute the sales contract that the Client concludes with the Seller.
- Sending the Client promotional offers, newsletters, invitations to participate in games or contests and satisfaction surveys. Messages sent by the Seller are based on the legitimate interest of the latter to develop its activities; messages sent by the Office of Tourism of Tignes or by commercial partners of the Seller and affiliated companies (Groupe Compagnie des Alpes) process the data based on the Client's consent.
- Responding to inquiries, comments and complaints sent by the Client. This processing is based on the Client's consent.

Providing all the data requested by the Seller for the sale of Passes and/or Activities is compulsory. Providing other information is optional.

The data processing is carried out under the responsibility of the Seller, represented by Mr Pascal ABRY, General Director, whose contact details are indicated in the header of these General Terms and Conditions of Sale.

The collected data are intended for:

- The Seller.
- All providers whose involvement is required for carrying out the processing mentioned above.
- The Tignes Office of Tourism, commercial partners of the Seller and affiliated companies (Groupe Compagnie des Alpes), if the Client has granted consent.

These collected data may be transferred to a non-member country of the European Union. The Client can obtain additional information on the sharing of data and applicable guarantees from the Seller.

The data collected are kept for the following periods of time:

- Data collected to process orders of Passes and/or Activities:
  - o If the order was placed at a cash register or till, for five years from time of collection of data.
  - o If the order was placed online, for five years from time of collection of data if the amount of the order is less than € 120; for ten years if the amount of the order placed is equal to or greater than € 120.

By exception, the number and expiration date of the Client's bank card are kept, in all cases, for 15 months after the last debit date for evidence purposes in the event of a dispute of the transaction carried out remotely.

The cryptogram is not retained after the transaction.

- Photographs collected in the context of the purchase of a Pass with photograph: for three years from the date of collection, in order to facilitate reissue of the Pass from one season to another, provided the Client has given prior consent.

- Data collected to send the Client newsletters, satisfaction surveys and promotional offers: for three years from the time of collection. At the conclusion of this period, these data are retained for a further period of three years if the Client agrees to continue to receive newsletters, satisfaction surveys and promotional offers from the Seller.

- Data collected to respond to requests for information, comments and claims sent by the Client: for the duration of time necessary to process these requests, comments and claims.

In order to preserve the confidentiality and security of personal data and in particular to protect such data from unlawful or accidental destruction, loss, accidental alteration, unauthorised disclosure or unauthorised access, the Seller has implemented appropriate technical and organisational

measures, in accordance with applicable legal provisions. To this end, it has implemented technical measures (such as firewalls) and organisational measures (such as a username/password system, means of physical protection, etc.).

The Client reserves the right to access the data concerning himself, to have the data rectified or deleted, to transfer the data or have the data transferred to a third party, to impose a limitation of usage or refuse usage of the data. The Seller shall consent to this request, subject to compliance with legal obligations incumbent upon it.

The Client reserves the right to withdraw his consent regarding data processing concerning himself at any time. The withdrawal of his consent does not affect the lawfulness of the processing carried out prior to such withdrawal.

The Client can receive the information above in writing on a physical surface.

The Client can exercise these rights by contacting the data protection officer designated by the Seller:

- By sending postal mail to the following address: STGM– Service Protection des données personnelles – BP 53-73221 TIGNES Cedex, FRANCE, or
- By sending an e-mail addressed to the following: [stgm.privacy@compagniedesalpes.fr](mailto:stgm.privacy@compagniedesalpes.fr)

In the interest of confidentiality and the protection of personal data, the Seller reserves the right to ask the Client for proof of identity before responding to his request. The Client may thus be asked to produce a copy of an identity document mentioning his date and place of birth and bearing his signature.

Finally, the Client has the right to file a complaint with the CNIL if he 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: +33 (0)1 53 73 22 22 – Fax: +33 (0)1 53 73 22 00 – Website: <https://www.cnil.fr/fr/plaintes>.

The Client has the possibility of opposing the use of his telephone number for the purpose of canvassing by subscribing to the Bloctel list (<http://www.bloctel.gouv.fr>).

#### **Article 4.7. 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 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 general terms and conditions are subject to French law for all interpretation and application.

Pursuant to the provisions of article L 211-3 of the Consumer Code, in the event of a dispute relating to the validity, interpretation or execution of these conditions, the Client may have free recourse to a conventional mediation procedure or any other alternative method of dispute resolution.

All complaints must be filed according to the conditions detailed in Article 4.3 herein.

Failing a satisfactory answer 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 Client has the possibility of engaging in a mediation process of the **Tourism and Travel Ombudsman** (MTV Médiation Tourisme Voyage,

BP 80303, 75823 Paris Cedex 17, France), according to the conditions outlined 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.

In addition, 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 Client can pursue legal action either in a jurisdiction territorially competent under the Code of Civil Procedure, or in the jurisdiction where the Client was present at the time of entering into the contract or where the injurious event occurred (Article R. 631-3 of the Consumer Code).