

**SPECIAL TERMS FOR ONLINE SALES
OF SKI LIFT PASSES**

STGM (Grande Motte Cable Car Company)

A public limited company with a Management Board and a capital of €3,240,000

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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 are applicable as of **23 December 2017.**

Online orders (either through the Owner's website: www.skipass-tignes.com [hereinafter the "Website"], the self-serve kiosks, or the "goski-tignes.com" mobile site) implies the person's (hereinafter referred to as the "Customer(s)") adherence to these special terms for online sales.

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

These terms supplement the "Ski Lift Pass Sales Terms" and "Ski Lift Pass Usage terms" (ski lift passes hereinafter referred to as the "Passes(s)") displayed in all sales points and online.

These terms exclusively apply to non-commercial individuals.

These terms are available for Customers to view, download and print.

The contractual information is originally presented in French.

ARTICLE 2. PROPOSED PRODUCTS

The Website allows the Customer:

- to purchase or recharge a pass on a free "LiberTignes/Keycard" card;
- to benefit from the Pass-Tignes loyalty program and register a pass on a valid PassTignes card. NOTE: This card is no longer available, and this program ends on the expiry date of the Customer's card, which shall occur no later than 1 September 2020.

These "hands-free" Passes are applied to rechargeable "chip cards" and detected at the turnstile of the lift entrances.

Self-serve kiosks are available to customers are certain sales points, but only allow the recharging of the Passes listed at these kiosks. The "goski-tignes.com" mobile site also allows recharging for certain pre-defined Passes.

The Customer must already possess a valid rechargeable card to use either of these services.

The list and the characteristics of the different Passes offered for purchase and/or recharging (geographic area, validity period, etc.) are presented in the specific price chart on each sales channel (website, kiosk, or "goski-tignes.com" mobile site).

All Passes will be available in the Owner's physical sales points.

Reminder: The **Pass** consists of a **card** that contains the **ski pass**. A **proof of purchase** is sent by email upon confirmation of the online purchase or recharging.

NOTE: To benefit from the "loss or theft of Passes" procedure defined in Article 4 of the Ski Pass Usage Terms, the Customer must provide the Owner with the proof of purchase.



ARTICLE 3. ONLINE ORDERING

Orders require the Customer to submit identification:

- On the Website: by entering his/her personal login and password, or by completing the online form to obtain a login and password
- On the goski-tignes.com mobile site or at a self-service kiosk in the sales points: by entering his/her email address.

The Customer can check the order details/price and correct any errors before confirming it (Article 1127-2 of the Civil Code).

To finalise the order, the Customer must review these terms, the Ski Pass Sales Terms (CGV), and the Ski Pass Usage Terms (CGU), accept them, and proceed to payment according to the terms specified in Article 4.

The Owner will confirm the Customer's order by email. This email will contain a summary of all the products that the Customer ordered and acts as the **proof of purchase** referred to in Article 2.

Except for the online recharging referred to in Article 7, full online orders (including payment and photographs, if applicable) must be submitted on the Operator's website at least **fifteen days** (for residents of foreign countries and French Overseas Departments and Territories) or **ten days** (for metropolitan France) before the first valid day of the Pass.

If these deadlines are not respected, the Customer will not be able to have his/her order delivered.

However, if the Customer agrees to pick up his/her Pass at the resort, full online orders (including payment and photographs if applicable) may be submitted on the Operator's website:

- at least five days before the first valid day of the Pass for pick up at the Brévières Sales Point;
- at least three days before the first valid day of the Pass for pick up at the Tovière Sales Point;

- at least ten days before the first valid day of the Pass for pick up at the Grande Motte Ski Area Welcome Centre.

The Customer must pick up his/her Passes at the sales point chosen when ordering. This pickup is possible the day before the first day of validity period for the Pass during opening hours of that sales point.

All orders made implies the acceptance of the described services and rates.

ARTICLE 4. PRICES AND PAYMENT TERMS

The prices listed on the website are inclusive of VAT, using the VAT rate in force on the day of the order.

The Owner determines the shipment costs. Shipment by registered mail is available for a fee of five euros (€5) per order.

The price for an online order is due when the order is placed. Payments must be made in euros by credit/debit card.

Credit/debit card payments on the Website or mobile site are made via a secure online payment solution (Lyra Network/Payzen), which guarantees the security of payments. Payments are made electronically and are effective immediately.

The Owner does not have access to the numbers that the Customer provides. The Owner is only informed by the bank that a transfer corresponding to the amount of this order has been made to its account.

ARTICLE 5. ORDER CONFIRMATION FROM THE OWNER

Orders made by credit/debit card will be confirmed upon being authorised by the banking institution.

If the Customer's account refuses the authorisation of the purchase, the order will be cancelled without the Owner having any responsibility.

Once the order is concluded online and confirmed by the Customer, the Owner acknowledges receipt of this order via email, which is the **proof of purchase** referred to in Article 2 and contains the order summary.



ARTICLE 6. ORDER DELIVERY

Except for online recharging as referred to in Article 7, the Customer has the following choices:

- Have the order delivered to his/her address,

Except in cases of force majeure, the Owner agrees to deliver the Passes by post no later than the three days for metropolitan France, and six days for foreign countries and French overseas departments and territories before the first day of the Pass validity period (the postmark being used as proof).

- Pick-up the Passes from his/her choice of sales point. This pick-up is done the day before the first day of the Pass validity period during opening hours of that sales point.

The customer must provide identification and a copy of the **proof of purchase** (the order confirmation email) at the sales point. Otherwise, the ordered Pass cannot be issued.

The order will be given after the Customer signs a receipt.

ARTICLE 7. ONLINE RECHARGING

Passes issued on a "Pass'Tignes card" or "Liber'Tignes/Keycard" card may be recharged according to the products offered online by the Owner. This must be done at least fifteen (15) minutes before the validity period for that Pass.

Payment is made online by credit/debit card. The Customer will receive a confirmation email from the Owner and must keep this proof of purchase to present during checks when using the ski lifts.

The recharging of the Pass will take place automatically when the Customer first passes through the "hands-free" access points.

ARTICLE 8. ABSENCE OF WITHDRAWAL RIGHTS

Pursuant to Article L 221-2 9° of the Consumer Code, Pass sales are not subject to the withdrawal rights provided for in Articles L 221-18 et seq. of the French

Consumer Code related to distance selling.

ARTICLE 9. ORDER MODIFICATION

Customers may not modify any order to apply any promotional offers or discounts.

Order modification requests may only be sent to the Owner for changes in the validity dates or duration of the Ordered Pass for the season during which the said Pass(es) was(were) ordered.

The Owner will not allow any other modification requests, specifically requests for price changes. Any requests for modifications other than changes in the Pass validity date or duration will not be processed.

To request a modification, the request must be sent to the Owner by email or mail to the following addresses:
vad.tignes@compagniedesalpes.fr or STGM - Online Sales Department- Grande Motte Railway Station – B.P. 53 – 73321 TIGNES Cedex

This request must contain the order reference number mentioned on the **proof of purchase** referred to in Article 2 and be sent by the Customer at least forty-eight (48) hours before the validity period of that Pass.

The postmark will be used to determine the date of any modification request by mail. The sending date will be used for modification requests sent by email.

Within 48 hours of the first day of the validity period for the Pass ordered, no modification request will be accepted by the Owner.

Exception for holders of valid "Pass'Tignes cards": they may send modification requests (at no cost) until the first use of the Pass.

Note: For any purchases made on one of the aforementioned kiosks, the Customer must go to one of the Owner's points of sales for any modification requests. The conditions applied are identical to those defined in this article.



- **If the Pass to be modified is the same duration and the same rate**

For an initial Pass purchase, the Owner acknowledges receipt of this modification request by e-mail.

The Customer must then contact the Owner's Online Sales Department no later than the first valid day of his/her Pass, so that this modification is adjusted by the ticketing computer system without any additional costs.

For recharging, the Owner acknowledges receipt of this modification request by e-mail. The Operator directly modifies the validity dates via its computer ticketing system.

The change of the validity dates then takes place automatically as soon as the Customer passes through the "hands-free" access points without any additional costs.

- **If the Pass to be changed has a longer validity period**

The Owner acknowledges receipt of this modification request by e-mail and cancels the first ski pass (including any associated Carré Neige insurance).

The Customer must then place a new order on the website, by recharging the card received at the first order.

Once this new order has been approved, the Operator will credit the Customer's credit/debit card with the amount of the first ski pass (including any associated Carré Neige insurance) within fifteen (15) days.

- **If the Pass to be changed has a shorter validity period**

The Owner acknowledges receipt of this modification request by e-mail.

Once this request has been received, the Owner directly changes the validity period of the Pass via its computer ticketing system without the Customer having to cancel his/her first order.

The Operator will credit the Customer's credit/debit card with the difference between the amount of the first ski pass (including any associated Carré Neige insurance) and the amount of the modified ski pass (including any

associated Carré Neige insurance) within fifteen (15) days.

ARTICLE 10. ORDER CANCELATION

Customers may not cancel any order to apply any promotional offers or discounts.

A cancellation request can be sent to the Owner by email or mail to the following addresses:

vad.tignes@compagniedesalpes.fr or STGM - Online Sales Department- Grande Motte Railway Station – B.P. 53 – 73321 TIGNES Cedex

These requests must contain the order reference number mentioned on the **proof of purchase** referred to in Article 2 and must be sent by the Customer at least forty-eight (48) hours before the validity period of that Pass.

The postmark will be used to determine the date of any cancellation request by mail. The sending date will be used for cancellation requests sent by email.

The Operator will credit the Customer's credit/debit card with the amount of the cancelled order within fifteen (15) days of the cancellation request, after deducting a cancellation fee equal to five percent (5%) of the amount of the cancelled order.

The Customer may keep the "Pass'Tignes card" used for the cancelled Pass to be reused or recharged thereafter. In this case, the Owner will credit the Customer's credit/debit card with only the amount of the cancelled ski pass (including any associated Carré neige insurance) within fifteen (15) days of the cancellation request.

Within 48 hours of the first day of the validity for the Passes ordered, no cancellation requests will be accepted by the Owner.

Exception for holders of valid "Pass'Tignes cards": they may send cancellation requests (at no cost) until the first use of the Pass.

Note: For any purchases made on one of the aforementioned kiosks, the Customer must go to one of the Owner's sales points for any cancellation request. The conditions applied



are identical to those defined above, except that Customers may choose to receive a refund in form of a gift certificate or bank transfer.

ARTICLE 11. ORDER QUESTIONS

If the Customer needs additional information on an order, he/she can contact the Online Sales Department by using the addresses indicated in the previous article.

ARTICLE 12. LIABILITY

The Owner is responsible for the proper performance of the obligations resulting from the contract concluded online, whether these obligations are to be performed itself or by other service providers, without prejudice to its right of recourse against them. However, the Owner may waive all or part of its responsibility by proving that the non-performance or improper performance of the contract is attributable to the consumer, an unpredictable and insurmountable action by a contractual third-party, or a case of force majeure (Art. L221-15 of the Consumer Code).

ARTICLE 13. CANCELLATION DUE TO DEFECTS OR DELIVERY DELAYS

Except in cases of force majeure as defined by Article 1218 of the Civil Code, if the Owner fails to provide the services on the specific date or within the time period indicated to the Customer or, failing this, within thirty (30) days after the conclusion of the contract, the Customer may cancel the contract. This can be done by registered letter with acknowledgment of receipt or electronically if the Customer ordered the Owner to provide the services according to the same terms within a reasonable additional period, and the Owner still did not execute within this period. The contract shall be deemed to be cancelled upon the Owner's receipt of the letter or electronic writing informing it of this cancellation, unless the Owner has executed these services in the meantime.

The Customer may immediately cancel the contract when the Owner refuses to provide

the services or fails to fulfil its obligation to provide the services on the date or within the time period indicated to the Customer, as these dates and time period is an essential condition of the contract for the Customer. This essential condition results from the circumstances surrounding the conclusion of the contract or an expressed request by the Customer before the conclusion of the contract (Article L216-2 of the Consumer Code).

ARTICLE 14. PROOF, CONSERVATION AND ARCHIVING

The Customer's online provision of his/her credit/debit card number and his/her final confirmation of the order are proof of the completeness of the transaction in accordance with Article 1367 of the Civil Code, as well as the payment made.

This confirmation acts as a signed and expressed acceptance of all transactions made on the online sales site.

The Customer must keep the proof of purchase, as this document is used in case of any dispute over the terms of the order and during checks on the ski lifts.

In accordance with Article L213-1 of the Consumer Code, for all online orders at least €120, the Owner will keep the written record of the Customer's order for a period of ten years from the performance date of the corresponding service and guarantees the Customer access to it at any time during the same period upon request.

ARTICLE 15. INTELLECTUAL PROPERTY

All elements of the Website, "goski-tignes.com" mobile site, and kiosks are and remain the exclusive intellectual property of the Owner.

Any reproduction of one of these elements or any simple/hypertext links are strictly prohibited, except with the Owner's expressed prior consent.

ARTICLE 16. PROTECTION OF PERSONAL DATA



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All financial details that the Customer must provide during the ordering process are protected by an SSL 128 certified encryption process.

The processing of personal data from online sales has been regularly reported to the CNIL. The information provided by the Customer allows the Owner to process and execute the orders placed.

The Operator provides information for the Customer about the processing of his/her data and rights via online forms.

If a Customer changes his/her contact details, e-mail address, or other personal information, the Customer must update this personal data by logging on to his/her account.

ARTICLE 17. TRANSLATION - APPLICABLE LAW - DISPUTES

If these specific terms are translated into other languages, it is expressly understood that the French version of these specific terms is the only one considered to be authentic.

If there is debate on the interpretation/application of any of the provisions of these specific terms, it will be necessary to refer expressly and exclusively to the French version.

These specific 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 with 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 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).

