

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

COMPANY TELEPHERIQUES DE LA GRANDE MOTTE (S.T.G.M.)

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

SIREN (French Company Code): 076 920 024 - CHAMBERY RCS (Company Trade Register)

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Registered with ORIAS as an intermediary insurance agent under the number 17007382 (www.orias.fr),

Insured for professional liability under the conditions provided by 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 'Seller'.

ARTICLE 1. GENERAL SCOPE OF TERMS AND CONDITIONS

The present general terms and conditions apply to all ski lift Passes (hereinafter referred to as the 'Pass(es)') sold by the Company Téléphériques de la Grande Motte, which allow access to the ski area of Tignes and/or Tignes & Val d'Isère (space linking to the Val d'Isère ski area) and all recreational and athletic activities commercialised by the Seller other than the sale of Passes (hereinafter referred to as the 'Activities').

The present general terms and conditions are applicable for all Passes sold by the Company Téléphériques de la Grande Motte from 30 November 2019.

These general terms and conditions are supplemented by the General Terms and Conditions of Use of Ski Lift Passes and Activities, attached. Online purchases (on the website, touchscreen tablets) are also subject to 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 current applicable practices in the ski lift industry for companies whose registered office is located in France.

The acquisition of a Pass and/or purchase of an Activity implies that the individual (hereinafter referred to as the 'Client') 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 of the various Passes and, if applicable, Activities and their tariffs and to select the most suitable option. Under no circumstance shall the Seller be held liable for the Client's choice.

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

ARTICLE 2. GENERAL CONDITIONS OF SALE OF PASSES

Article 2.1. Description of Passes

The duration of a Pass stating the number of days implies 'consecutive days' of a specific dated period.

Other Passes that may be available for purchase include 'Non-Consecutive Days Passes'. Their period of validity is defined on the tariff charts available at points of sale. At the end of the specified period, if the credit of days has not been completely used, any remaining credit cannot be carried over to a later date, refunded or exchanged.

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

IMPORTANT: The issuance of each Pass results in a 'proof of purchase' provided to the Client, which states the category (adult, child, etc.), the date limit of the validity period, the Keycard number of the ski pass and, if applicable, any insurance subscription.

This 'proof of purchase' must imperatively be retained by the Client, who must be able to present it to the Seller upon demand 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 mentioning its number, referred to as the 'Keycard number'. The Pass is composed of a physical medium encoded with a ski pass and a 'proof of purchase'.

No new Pass can be registered until the ski pass originally encoded on the physical medium has been completely used. Otherwise, the initial pass will be irretrievably cancelled, and the Client cannot claim any compensation. Only the registration of a ski area extension may still be possible.

The titleholder of a physical medium does not benefit from any reduction on the price of the Pass, if the client recharged it at a point of sale or online.

2.2.1 The 'Keycard' Physical medium

The card is rechargeable and can be used once or several times for a maximum period of three (3) years.

This card, incorporating a chip encoded or containing the Pass that provides access to one of the ski areas referred

to above, is issued free of charge by the Seller during the order of a Pass (at points of sale, skibadge automatons, at www.skipass-tignes.com and on touchscreen tablets made available at certain points of sale).

The rechargeable card associated with the 'season' Pass costs ten (10) euros inclusive of all taxes and is valid for three (3) years.

2.2.2. The Pass'Tignes card

This loyalty programme membership card is no longer available for purchase. The Seller will terminate the loyalty programme associated with this card on the expiry date of the Client's card, meaning at the latest, on 1st September 2020. The terms of operation of this programme can be consulted on the website at www.skipass-tignes.com.

This card also serves as a rechargeable physical medium Pass, up to a maximum of three (3) years from September 1st of its year of issue.

However, any fare privileges granted during the purchase of Passes, as provided for through the Pass'Tignes loyalty programme, are only available on the Website to holders of a valid card. The card is strictly personal and non-transferable.

Article 2.3. Photograph of the client

The sale of any Pass that is (i) a 'season' pass (ii) issued on a 'Pass'Tignes' card, (iii) 'free' for a period of two (2) days or more, requires the Client to submit a recent identity photograph, showing the frontal view of the Client's face, without sunglasses nor head covering.

This photo will be kept by the Seller in the computer ticketing system to facilitate any possible recharging or reissuing of the Pass, on the condition of the Client's prior consent (see 'Protection of Personal Data' below).

Article 2.4. Tariffs and payment methods

2.4.1. Tariffs

The public tariffs for Passes and Carré Neige insurance are posted at the Seller's points of sale and on the Website. Tariff charts are also available at the points of sale and at 'Maisons de Tignes' ('Houses of Tignes') sites.

These tariffs are expressed in euros per person and include all taxes; they are established based on applicable taxes and are subject to any changes in tax rates that may occur.

Discounts or free products are offered 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 ID documents at the time of purchase to justify the special rate. Photocopies of ID will not be accepted. No discounts or free products will be granted after purchase.

All discounts will be applied based on the 'adult fare' and cannot be combined with any other offer or promotion in progress.

Moreover, certain offers or promotions may be exclusively available on and/or reserved for specific sales channels (e.g. the Website).

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

NB: The purchase of the 'half-day morning' Pass (valid until 12:45 p.m.) is subject to the payment of a deposit (see price chart). To recuperate the deposit, the Client must imperatively present himself at one of the Seller's points of sale on the same day of the purchase by 1:15 p.m. at the latest, present the proof of purchase and return the physical medium of the pass. After this date and time, the deposit will no longer be refunded.

2.4.2. Payment methods

All issued Passes 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), or by bank card accepted by the Seller or vouchers of the ANCV (French National Holiday Voucher Agency).

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

Article 2.5. Modalities of use of automated machines

Automated machines (kiosks) allow the purchase and/or recharging of only the Passes mentioned on the machines and/or the withdrawal of orders placed online, corresponding to the first purchase, are made available to Clients at certain points of sale. Payment can only be made by bank card via an automatic payment terminal.

Only certain Passes without photograph and at the public rate can be issued by these kiosks.

Article 2.6. Interruption of ski lift operation

2.6.1. If the Client chooses a '½ day' or '1 day' Pass

The Seller offers reduced rates on '½ day' or '1 day' Passes in the event of bad weather or snow conditions that have a significant impact on ski-lift operating conditions. (See the conditions at cashier points).

2.6.2. If the Client chooses a 'Séjour' ('Stay') Pass (= Valid from 2 to 15 days + Flex/Liberty Pass, not including 'season' and other non-consecutive-days Passes)

Only in the case of an **interruption of at least one day AND interruption of over seventy-five percent (75%) of the ski lifts (percentage calculated according to the VTF/H or Vertical Transport Feet per Hour)** 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 - will the Seller consider compensation for damages incurred by the Client, titleholder of a 'Séjour' ('Stay') Pass.

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

In this case, a compensation request form can be found on the internet at the following address: www.ticketoski.fr/reclamations/fr/tignes.

Once the qualifying factors outlined in paragraph one of this section have been established, 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 shall be 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 from 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 below in point 3.

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^{ths} of the purchase price of his Pass.

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 registered on the internet site at www.ticketoski.fr/reclamations/fr/tignes or addressed to the Seller, in compliance with the procedure defined in Article 4.1 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 Clients 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 2.7. Reimbursement

If Passes issued are unused or not fully consumed, they cannot be reimbursed or exchanged, except in circumstances detailed in Article 2.6 above.

The Client may subscribe to specific insurance which covers this type of risk and may also cover rescue fees in the event of an accident on the ski slopes or ski lifts. All related information is available at points of sale.

ARTICLE 3. GENERAL 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 or Activities sold by the Company Téléphériques de la Grande Motte, namely:

- The 'Pala'fou Sledge' Activity sold during the winter season at all points of sale (including the 'chalet luge' point of sale);

- The 'Cabin Car Panoramic Terrace' Activity, sold during the summer season at the Grande Motte point of sale and on touchscreen tablets at the cable car departure area.

The Activities are dated and sold only on-site.

Each purchase of an Activity will result in issuance of a proof of purchase.

NB: Please note that only Clients who are title-holders of a valid Pass allowing access to the ski lifts concerned can benefit from these Activities.

Article 3.2. Physical medium containing Activities

The 'Pala'fou Sledge' Activity is issued on a free card support containing a microchip. (It is specific to the activity and separate from the physical medium of Passes).

The 'Cabin Car Panoramic Terrace' Activity is issued on a free and disposable physical medium (paper ticket).

Article 3.3. Tariffs and payment methods

3.3.1. Tariffs

The Activities proposed by the Seller are provided at the prices in effect on the tariff charts available at points of sale of the Seller. The prices are expressed in euros, all taxes included ('TTC').

These prices are definitive and non-modifiable during their period of validity, but the Seller reserves the right, outside this period of validity, to modify the prices at any time.

3.3.2. Payment methods

Payment must be made in full on the day of the order.

Payment is to be made in euros, either by cheque drawn on a bank account opened in France and issued 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), or by bank card accepted by the Seller or ANCV holiday vouchers, with the exception of the 'Cabin Car Panoramic Terrace' Activity, when it is purchased on a touchscreen tablet at the cable car departure point. In the latter case, only payment by bank card will be accepted by the Seller, within the regulatory limits mentioned above.

For any payment by bank cheque, the presentation of a valid identity document in the name on the cheque holder will be required.

Article 3.4. Reimbursement

If the Client has not used any or part of the Activity credit, or if the credit has not been fully consumed by the date indicated on the order confirmation, any remaining amount will be lost and cannot be exchanged or refunded.

Activities may result in compensation only in situations of cancellation by the Seller due to bad weather or snow conditions. Should the condition arise, the Client will be informed of the cancelled Activity by the Seller.

A request for reimbursement, accompanied by the required documents (proof of purchase and specific physical medium of the Activity) must be registered on the site www.ticketoski.fr/reclamations/fr/tignes or sent by postal mail to the Seller as indicated in Article 4.1 below.

The compensation will be made no later than four (4) months after receipt of all the required documents related to the compensation request.

ARTICLE 4. COMMON PROVISIONS

Article 4.1. Complaints

All complaints must be addressed to the Seller within a 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 and/or legal action as defined in article 4.4.

All claims must be registered at the internet address 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 4.2. 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 4.3. Protection of personal data

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

- Processing the order. The use of data is necessary to execute the sales contract that the Client concludes with the Seller;
- Photograph of the Client. The processing is based on the Client's consent in relation to the purchase or issuance of a Pass with photograph;

- 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 its 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.

All information requested by the Seller upon the sale of a Pass is compulsory. Providing other information is optional.

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

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.

The 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 are kept for the following periods of time:

- Data collected to process orders for products and services: for five years from time of collection if the amount of the order is inferior to €120, for ten years if the amount of the order paid for electronically is equal to or greater than €120. By exception, the number and expiry date of the Client's bank card are kept on file 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 beyond the transaction.

- Photographs necessary for the purchase of a Pass requiring a photograph are kept for three years from the date of collection to facilitate the reissue of the

Pass from one season to another, provided the Client has given prior consent thereto;

- Data collected to send the Client informative letters, satisfaction surveys and promotional offers are kept for three years from the time of collection. At the end of this period, the 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 inquiries, comments and claims sent by the Client are kept during the time necessary to process these inquiries, 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, accidental 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 put in place technical measures (such as firewalls) and organisational measures (such as a username/password system, physical means of 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 its usage or refuse its usage. The Seller will consent to this request, subject to compliance with legal obligations incumbent upon it.

The Client has 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 information on the above-mentioned matters in writing on a support.

The client can exercise his rights:

- 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

In the interest of confidentiality and protection of personal data, the Seller reserves the right to ask the Client for justification of his identity before responding to his request. The Seller may ask the Client to provide a photocopy of an official identity document, mentioning his date and place of birth and bearing his signature, in accordance with the provisions of the law no. 78-17 of 6 January 1978, known as the French Data Protection Act, article 92 of the decree of 20 October 2005, as amended by the decree of 1st August 2018 and the European regulation 2016/679 of 27 April 2016 on the protection of natural persons regarding the processing of personal data and the free sharing of such data.

Finally, the Client reserves the right to file a complaint with the CNIL (an independent authority of the French Data Protection Act) if the Client considers 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 – Tel.: +33 (0)1 53 73 22 22 – Fax: +33 (0)1 53 73 22 00 – Website: <https://www.cnil.fr/fr/plaintes>.

The Client can oppose the usage of his telephone number for phone solicitations (cold calls) by signing up for the Bloctel list (<http://www.bloctel.gouv.fr>).

Article 4.4. 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, and in the event of difficulties of interpretation/application of any of the provisions of the present general terms and conditions, the French version should expressly and exclusively serve as the reference.

The present general terms and conditions are subject to French law for all interpretation and application.

In accordance with Article L 211-3 of the Consumer Code, should there arise a dispute regarding the validity, interpretation or application of these terms and conditions, the Client has the right to free recourse to a conventional mediation procedure, or any other alternative means of dispute resolution.

All complaints must be filed according to the conditions defined in article 4.1 above.

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 is informed of his right to a process of mediation conducted by the **Tourism and Travel ombudsman** (MTV Médiation Tourisme Voyage, BP 80303, 75823 Paris Cedex 17, France) according to the conditions detailed on the website 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 accessible by clicking on 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 the contract or where the injurious event occurred (Article R. 631-3 of the Consumer Code).