

**SPECIFIC TERMS AND CONDITIONS OF ONLINE SALES OF SKI LIFT PASSES AND ACTIVITIES**

**S.T.G.M.** (Company Téléphériques de la Grande Motte)

Public limited company with a board of directors and a capital of €3,240,000.00

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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 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 INFORMATION

The present terms and conditions shall be valid **from 30 November 2019**.

The validation of an order placed online:

- Either at [www.skipass-tignes.com](http://www.skipass-tignes.com) (hereinafter referred to as the 'Website'),

- Or through touchscreen tablets at clients' disposal at certain points of sale

implies acceptance by the individual (hereinafter referred to as the 'Client(s)') of the present Specific Terms and Conditions of Online Sales.

Should any provision herein be found lacking, it shall be considered governed by the current applicable practices in the online sales sector and for companies whose registered office is located in France.

The present terms and conditions supplement the 'General Terms and Conditions of Sale of Ski Lift Passes' and 'General Terms and Conditions of Use of Ski Lift Passes' (hereinafter referred to as the 'Pass(es)'), posted at all points of sale and available online.

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

All documents of these conditions are made available to Clients, who can download or print them.

Legally binding information is presented in French.

## ARTICLE 2. PRODUCTS OFFERED

Online sales allow the Client:

### 1. Regarding Passes

- To register or recharge a ski pass on a free physical medium, the 'Keycard';

- To benefit from the advantages of the Pass-Tignes loyalty programme and to register a ski lift Pass on a currently valid 'Pass-Tignes' card. NB: This physical medium is no longer for sale and the programme will conclude on the expiry date of the Client's card, valid no later than 1<sup>st</sup> September 2020.

These 'hands free' Passes are loaded onto a physical medium containing a chip; the rechargeable card activates the turnstile terminals to access the ski lifts.

Touchscreen tablets are made available to Clients at certain points of sale and allow the purchase or recharging of the Passes mentioned on these devices. For a first purchase, a physical medium is made available to Clients at these points of sale.

The list and characteristics of the different Passes offered for purchase and/or recharging (geographical area, validity duration...) are presented on the specific price list of each sales channel and available on the latter.

All Passes remain available at the physical points of sale of the Seller.

**Reminder:** The **Pass** consists of a **physical medium** encoded with a **ski lift pass** and a **proof of purchase**, sent by e-mail upon confirmation of the online purchase or recharging of the Pass (hereinafter referred to as the 'Proof of purchase').

**NB:** In order to benefit from the 'loss or theft of Passes' procedure defined in article 4 of the General Terms and Conditions of Use of Ski Lift Passes, the Client must imperatively provide the Seller with this Proof of purchase.

## 2. Regarding the 'Cabin Car Panoramic Terrace' Activity

During the summer season, Clients who have not purchased the 'Cable Car Panoramic Terrace' Activity at the Grande Motte sales point can purchase the Activity on secure tablets operated by the Seller's staff members near the cable car area, exclusively by bank card.

The main characteristics of the Activity are presented on the chart of the sales channel and available on the latter.

Please note that this Activity is also sold at the physical sales point of the Grande Motte. It is not sold on the Seller's Website.

## ARTICLE 3. PROCEDURES FOR ONLINE ORDERS, DELIVERY AND WITHDRAWAL

The order of a Pass or the 'Cable Car Panoramic Terrace' Activity can only be registered if the Client has clearly identified himself:

- On the Website (excluding the 'Cable Car Panoramic Terrace' Activity), either by entering his access code (login + password), which is strictly personal, or by completing the online form, thereby obtaining an access code.
- On touchscreen tablets at points of sale or near the ski lift of the 'Cable Car Panoramic Terrace' Activity by entering his e-mail address.

The Client can verify the order details and total price and correct any possible errors before official validation of the order, which implies definitive acceptance (Article 1127-2 of the Civil Code).

To finalise the Order, the Client must be aware of the present Terms and Conditions as well as the General Terms and Conditions of Sale of Ski Lift Passes and the General Terms and Conditions of Use of Ski Lift Passes, accept them and proceed with payment according to the procedures described in Article 4.

The Operator will confirm the order with the Client through an e-mail, which will contain a recapitulation of all the products the Client has validated in the order and shall constitute the **Proof of purchase**.

All orders imply acceptance of the description of services and prices.

### - Regarding Passes

Except in cases of online recharging referred to in Article 7, complete online orders (including payment and photograph) must be imperatively placed on the Website.

**If it is the Client's first purchase (aside from a 'Season' Pass),** the Client must withdraw his Pass(es) from the skibadge automated machine chosen during the ordering process. Withdrawal is possible from one day prior to the first day of the corresponding Pass(es), taking into account opening hours and subject to providing the personal code received by e-mail.

**If the Client purchases a 'Season' Pass,** the Client can

- either pick up his 'Season' Pass at the ski resort; or
- receive his 'Season' Pass at home. In this case, the order(s) must be imperatively completed on the Website **no later than the fifteenth day (for foreign orders and French overseas departments and territories) and no later than the tenth day (for mainland France orders) before the first day of the validity of the Pass** (to allow for postal sending time, which averages eight days for mainland France and twelve days for foreign orders and French overseas departments and territories).

If these deadlines are not respected, the Client cannot receive the ordered items at home.

### - Regarding the 'Cabin Car Panoramic Terrace' Activity

Orders for the 'Cabin Car Panoramic Terrace' Activity can be placed on touchscreen tablets available to Clients near the ski lifts, only on days when the Activity itself is held.

The Client must be able to produce his proof of purchase if requested by the Seller.

## ARTICLE 4. TARIFFS AND METHODS OF PAYMENT

Prices indicated are in euros, inclusive of all taxes and take into account applicable VAT rates on the date the order is placed.

When placing an order online, the Client declares to be the title-holder of official documents justifying the tariff advantages from which he may benefit.

It is specified that the **shipping costs are covered by the Seller**. Orders can also be sent by registered mail, for the price of five (€5) euros per order.

The price of the online order is due when the order is placed. Payments must be made in euros by bank card.

It is specified that on the Website, payment by bank card is made via a secure online payment system (Lyra Network/Payzen), which guarantees the confidentiality of payments. The payment is made via electronic payment terminal with immediate payment.

On touchscreen tablets, payment is made by means of an electronic payment terminal with direct bank card payment.

At no point in time is the Seller aware of the bank card numbers the Client must provide. The Seller is only notified by the bank that a transfer corresponding to the amount of the order has been credited to its account.

#### **ARTICLE 5. ACKNOWLEDGMENT OF RECEIPT OF ORDER BY THE SELLER**

Orders paid by bank card and confirmed will be subject to authorisation from the client's banking establishment. If bank authorisation is declined by the Client's bank, the order process will be cancelled, and the Seller shall not be held liable.

Once the online order is confirmed by the Client, the Seller will acknowledge receipt of the order by e-mail, which shall constitute the **Proof of purchase** and includes a recapitulation of the order and the receipt.

#### **ARTICLE 6. SPECIFIC CONDITIONS OF ONLINE RECHARGING**

The Pass issued on a physical medium, the 'Pass'Tignes card' or the 'Keycard' can be recharged with products available on the website **no later than one (1) hour before the start of the validity of the Pass in question.**

Payment must be made by bank card.

A proof of receipt of the order is sent by the Seller to the Client, who shall retain this Proof of purchase, notably in the event of verifications while using the ski lifts.

The Pass will be automatically recharged during the first passage of the Client through the 'hands-free' access points.

#### **ARTICLE 7. ABSENCE OF RIGHT TO WITHDRAWAL**

The sale of Passes and the 'Cable Car Panoramic Terrace' Activity are not subject to the application of the right to

withdrawal provided for in Articles L 221-18 et al. of the Consumer Code regarding remote online sales. However, the sale of 'Carré Neige' insurance products remains subject to the provisions of the right to withdrawal in case of multi-insurance provided for by the Insurance Code, whose terms can be found in the Special Agreements (information notices) section, available online ([www.carreneige.com](http://www.carreneige.com)).

#### **ARTICLE 8. MODIFICATION-CANCELLATION OF ORDER**

The modification or cancellation of an order cannot be used by the Client to benefit from any promotional offer and/or price reduction whatsoever.

An order modification request may be sent to the Seller, provided it relates exclusively to a change in the dates of validity or duration of the ordered Pass for the ongoing season for which the Pass(es) was/were ordered.

No other modification, of any nature whatsoever, particularly regarding price, will be accepted by the Seller. As a result, any request for modification other than a change of the validity date or duration of Passes will not be processed.

Any request for modification or cancellation must be addressed to the Seller at: [vad.tignes@compagniedesalpes.fr](mailto:vad.tignes@compagniedesalpes.fr) or by postal mail at *STGM – Service Vente en ligne - Gare de la Grande Motte – B.P. 53 – 73321 TIGNES Cedex - FRANCE.*

Any request for modification or cancellation must imperatively contain the reference number of the order, mentioned on the **Proof of purchase.**

In all cases, this request must be sent by the Client no later than forty-eight (48) hours before the start of the validity of the Pass concerned.

The postmark will attest to the date of any request for modification by postal mail. In case of a request for modification or cancellation by e-mail, the date of sending of the latter will determine the date.

**Beyond 48 hours before the first day of validity of the Passes ordered, no modification or cancellation request will be accepted by the Seller.**

Exception for titleholders of currently valid 'Pass'Tignes cards': it is possible to address a modification or cancellation request (free of charge) provided it is before the first use of the Pass.

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

In the event of a first purchase of a Pass, the Seller acknowledges receipt of this modification request by e-mail.

The Client must present himself at the Seller's Online Sales Service no later than the first day of validity of the Pass, so that the modification can be registered in the computer ticketing system, at no additional cost.

In case of recharging, the Seller acknowledges receipt of this modification request by e-mail. The Seller executes the modification directly on the dates of validity via its computer ticketing system.

The change of the validity dates occurs automatically during the first pass of the Client through the 'hands-free' access points, at no additional cost.

**- If the Pass to be modified has a longer or shorter validity period**

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

The Client must then proceed to place a new order on the Website.

Once this new order has been confirmed, the Seller will re-credit the Client's bank card with the cost of the first ski pass (including associated Carré Neige insurance), within a period of fifteen (15) days.

**- In case of cancellation**

The Seller re-credits the Client's bank card with the amount of the cancelled order within a period of fifteen (15) days from the cancellation request.

The Client conserves the 'Pass'Tignes card' physical medium of the cancelled Pass, which can be reused or recharged thereafter. In this case, the Seller credits the Client's bank card with only the amount of the cancelled ski lift pass (including associated Carré Neige insurance) within a period of fifteen (15) days from the cancellation request.

Please note:

- Cancellation is only possible if the Passes concerned have not been used, even partially;
- All purchases of a Pass and/or the 'Cabin Car Panoramic Terrace' Activity' placed on the aforementioned touchscreen tablets cannot result in any reimbursement.

**ARTICLE 9. TRACKING THE ORDER**

For any additional information, the Online Sales Service is available to the Client at the address indicated in the previous article.

**ARTICLE 10. RESPONSIBILITY**

The Seller is responsible for proper fulfilment of the obligations inherent in the contract concluded online, whether these obligations are to be fulfilled by the Seller or by other service providers, without prejudice to a right of recourse against them. However, the Seller may waive all or part of its liability by proving that the non-fulfilment or the improper fulfilment of the contract is/was attributable to the consumer, to unpredictable and insurmountable circumstances, to third parties, or in case of force majeure. (Art L221-15 of the Consumer Code).

**ARTICLE 11. TERMINATION FOR DEFAULT OR DELAY OF OBLIGATION FULFILMENT**

Except in cases of force majeure as defined by Article 1218 of the Civil Code, should the Seller fail to provide the services on the date or within the time limit indicated to the Client or, failing this, at the latest, thirty (30) days after the conclusion of the contract, the Client may terminate the contract by registered letter with acknowledgment of receipt or in writing on another material format, if, after obliging the Seller under the same procedures to provide the services within a reasonable supplementary time, the latter did not respect the time limit(s). The contract shall be deemed terminated upon receipt by the Seller of the certified letter or writing, informing of this cancellation, unless the Seller has fulfilled its obligation in the meantime.

The Client may immediately dissolve the contract if the Seller refuses to provide the services or fails to fulfil its obligation to provide the services on the date or within the time limit indicated to the Client, and if the date or time limit constitutes an essential condition of the contract for the Client, specifically conditions resulting from circumstances involving the conclusion of the contract or following an express request on behalf of the Client prior to entering the contract (Article L216-2 of the Consumer Code).

**ARTICLE 12. PROOF, PRESERVATION AND ARCHIVING**

The Client's providing the information of his bank card number online, and, in general, validating the final confirmation of the order placed by the former, constitutes valid proof of the entirety of the transaction in accordance with Article 1366 of the Civil Code, including the requirement of payment. This confirmation qualifies as a signature and declares acceptance of all operations undertaken on the online sales site.

The Client must imperatively retain the order confirmation, which serves as the Proof of purchase and is the only

document binding in the event of a dispute regarding the terms of the order, notably in the event of inspections during ski lift usage.

In accordance with Article L213-1 of the Consumer Code, for all online orders amounting to at least €120, the Seller keeps a written record of the Client's order for a period of ten years from the date of execution of the corresponding service, and guarantees the Client access to it at any time during the same period, upon simple request by the latter.

### **ARTICLE 13. INTELLECTUAL PROPERTY**

All elements of the Website and touchscreen tablets, which are the property of the Seller, remain the exclusive intellectual property of the latter.

Any reproduction of any element of the above, including any simple or hypertext link, is strictly forbidden, unless the Client obtains express prior authorisation by the Seller.

### **ARTICLE 14. PROTECTION OF PERSONAL DATA**

For further information about the protection of personal data, please see the '**legal notice**' section of the specific sales channel.

### **ARTICLE 15. TRANSLATION – APPLICABLE LAW – SETTLEMENT OF DISPUTES**

Should the present Specific Terms and Conditions be drawn up in several languages, it is expressly understood that the French version of the present Specific 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 Specific Terms and Conditions, it is the French version that shall expressly and exclusively serve as the reference.

The present Specific 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 disagreement regarding validity, interpretation or application of these terms and conditions, the Client has the right to a free recourse to a conventional mediation procedure, or any other alternative means of dispute resolution.

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

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

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 User 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 stated 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 the (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 of the location 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).