

SPECIAL TERMS AND CONDITIONS FOR THE ONLINE SALE OF SKI LIFT PASSES

S.T.G.M. (Société des Téléphériques de la Grande Motte)

A business corporation with board of directors and registered capital of €3,240,000

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Operator of the Tignes ski area,

Hereinafter referred to as the Operator.

ARTICLE 1. GENERAL

These general terms and conditions shall effective as from October 3rd 2015.

The validation of an order placed using the online sales module of the Operator on the www.skipass-tignes.com website implies the acceptance by the person (hereinafter referred to as the Customer(s)) of these special terms and conditions of online sale.

Should one of the provisions of these general terms and conditions be defective, it shall be considered as being governed by the customs in effect in the online sales sector for companies whose registered offices are located in France.

These terms and conditions supplement the "General Terms and Conditions of Sale and the General Terms and Conditions of Use of Ski Lift Passes" hereinafter referred as the Pass(es) posted in all points of sale and also online.

These terms and conditions exclusively concern real, non-merchant, persons.

In accordance with article 1369-4 of the Code of Civil Law, all these terms and conditions are available to the Customers who can download them and print them.

Contractual information is presented in French.

ARTICLE 2. PRODUCTS OFFERED

Online sale allows the Customer to:

- Register or reload a pass on a free "LiberTignes card/Keycard";
- Become a member of the PassTignes loyalty programme and to register a pass on the "PassTignes" card.

These are "hands-free" Passes published on smart cards that can be reloaded via the Operator's website and which trigger the turnstile of the lift access terminals.

Reminder: the Pass is composed of a card on which are encoded a lift pass and proof of purchase sent by e-mail upon confirmation of the purchase or reloading carried out online.

N.B.: This proof of purchase must mandatorily be provided by the Customer to implement the "loss or theft of Pass" procedure defined in article 4 of the General Terms and Conditions of Use of Ski Lift Passes.

The characteristics of the different Passes offered for sale (geographic are, validity period etc.) are indicated in the price schedule which can be consulted on the aforementioned website.

ARTICLE 3. ONLINE SALE CONDITIONS

The order may only be registered on the Operator's website if the Customer has clearly identified him/herself:

- Either by entering his/her strictly personal access code (login + password),
- Or by filling out the online form allowing him/her to obtain the attribution of the access code.

To finalise the order, the Customer must accept these terms and conditions and the General Terms and Conditions of Sale and General Terms and Conditions of Use of the Ski Lift Passes.

In accordance with article 1369-5 of the Code of Civil Law, the Customer can verify the detail of his/her order and total price and correct any errors before confirming it to express his/her acceptance.

The Operator will confirm the order to the Customer by e-mail. This e-mail will summarise all the products ordered and confirmed by the Customer and constitutes the **proof of purchase** mentioned in article 2 above.

Unless recharged online according to article 7, complete online orders (payment and photographs as applicable included) must imperatively be finalised on the Operator's website at the latest **fifteen days** (for foreign countries and overseas territories) and **ten days** (for Continental France and Corsica) before the first day of validity of the Pass.

Should these lead times not be complied with, the Customer will not be able to receive his/her order at home.

However, if the Customer accepts to withdraw his/her Pass at the ski resort, complete online orders (payment and photographs included as applicable) can be finalised on the Operator's website:

- Up to five days before the first day of validity of the Pass, for withdrawal from the Brévières Point of Sale;
- Up to three days before the first day of validity of the Pass, for withdrawal from the Tovière Point of Sale;
- Up to two days before the first day of validity of the Pass, for withdrawal from the Grande Motte Point of Sale.

In this case, the Customer must withdraw the Passes from the Point of Sale selected upon ordering. This withdrawal is possible the day before the first day of validity of the corresponding Passes, taking into account the business hours of the point of sale.

Any order is equivalent to acceptance of the description of services and rates.

ARTICLE 4. RATES AND PAYMENT TERMS

The prices indicated on the website are tax inclusive prices in Euros applying the VAT in effect on the day of the order.

Postal expenses are covered by the Operator.

The price of the online order is payable upon ordering and payments must be made online in Euros by a bank card.

It is specified that payment by bank card is secured by Crédit Mutuel, in collaboration with CYBERMUT (secured "online" payment server of Crédit Mutuel), that guarantees payment confidentiality. Payment is made on a virtual immediate payment electronic payment terminal.

At no time does the Operator have knowledge of the numbers provided by the Customer. The Operator is only notified by the banking establishment that a transfer matching the amount of the order has been made to its account.

ARTICLE 5. ACKNOWLEDGEMENT OF RECEIPT OF THE ORDER BY THE OPERATOR

Orders paid for by bank card and confirmed are those having been accepted by the banking organisation.

Denial of the Customer's bank card debit authorisation by the Customer's bank entails the cancellation of the ordering process without it being possible to hold the Operator liable in this respect.

Once the order has been finalised on the website and confirmed by the Customer, the Operator will acknowledge receipt of said order by sending an e-mail which is the **proof of purchase** mentioned in article 2 and which contains the summary of the order.

ARTICLE 6. DELIVERY OF THE ORDER

Except in cases of online reloading mentioned in article 7 herein, the Customer may choose:

- To have the order delivered at his/her home at the address indicated by the Customer for this purpose,

Except in cases of force majeure, the Operator agrees to have the Passes delivered by the Postal Service at the latest the third day for Continental France and the sixth day for foreign countries and overseas territories before the first day of validity of the Pass (postmark serving as proof of submission).

- Or to withdraw the Passes from the point of sale selected by the Customer as early as the day before the first day of validity of said Passes, taking into account the business hours of this point of sale.

A copy of the **proof of purchase** (acknowledgement or receipt sent by e-mail) shall be required by this point of sale along with the official valid identification of the Customer. Failing this the Passes ordered will not be delivered.

The order shall then be given to the Customer provided the latter signs a receipt (except for online reloading).

ARTICLE 7. SPECIFICITIES OF ONLINE RELOADING

The Pass delivered on a "PassTignes" card or "LiberTignes card/Keycard" can be reloaded according to the products offered by the Operator via the website, at the latest fifteen (15) minutes before the start of validity of the Pass concerned.

Payment shall be made remotely by bank card. An acknowledgement of the order will be sent by the Operator to the Customer who shall retain this **proof of purchase**, required in particular for checks when using the lifts.

Pass reloading will take place automatically upon the Customer's first passage through the "hands-free" access terminals.

ARTICLE 8. ABSENCE OF RIGHT OF WITHDRAWAL

In application of article L 121-16-1 I 9° of the Code of Consumer Law, the sale of Passes is not subject to the application of a right of withdrawal provided for in articles L121-21 et seq. of the Code of Consumer law regarding distance selling.

ARTICLE 9. MODIFICATION OF ORDER

The modification of an order may in no case be used by the Customer to benefit from a promotional offering and/or price discount whatsoever.

A request to modify an order may be sent to the Operator provided it exclusively concerns a change in validity dates or the duration of the Pass ordered, for the season during which said Pass(es) was (were) ordered.

No other modification of any nature whatsoever, in particular a price modification, shall be accepted by the Operator. Accordingly, no modification request other than that concerning the Pass validity date or duration modification shall be accepted.

To request a modification, the request must be addressed to the Operator by e-mail or post to the following addresses: vad.tignes@compagniedesalpes.fr or *STGM – Service Vente en ligne-Gare de la Grande Motte – B.P. 53 – 73321 TIGNES Cedex*

This request must imperatively contain the order reference number mentioned on the **proof of purchase** mentioned in article 2.

The request must be sent by the Customer at least forty-eight (48) hours before the start of the validity period of the Pass concerned.

The postmark shall serve as proof for setting the date of any modification request sent by post. For a modification request submitted by e-mail, the dispatch date shall serve as proof of submission.

No modification request will be accepted by the Operator if it is made in less than 48 hours before the first day of validity of the Pass(es) ordered.

Exception for holders of "PassTignes" cards: possibility of addressing the modification request (free of charge) up to the first use of the Pass.

- If the Pass to modify is of the same duration and same price

For the first purchase of a Pass, the Operator acknowledges receipt of the modification request by e-mail.

The Customer must then go to the Operator's Online Sales Department at the latest the first day of validity of the pass so that the modification can be applied by the computerized ticketing system, at no additional cost.

In case of reloading, the Operator will acknowledge receipt of this modification request by e-mail. The Operator will directly carry out the modification on the validity dates using its computerized ticketing system.

The change in validity dates will then occur automatically on the Customer's first passage through the "hands-free" terminals at no extra cost.

- If the Pass to modify has a longer validity period

The Operator will acknowledge receipt of this modification request by e-mail and will cancel the first Pass (including the related Carré Neige insurance).

The Customer must then place a new order on the website by reloading the card received upon their first order.

Once this new order is placed, the Operator will re-credit the Customer's bank card for the amount of the first Pass (including the related Carré Neige insurance) within fifteen (15) days.

- **If the Pass to modify has a shorter validity period**

The Operator will acknowledge receipt of this modification request by e-mail.

Once the request is received, the Operator will make the change directly on the Pass's validity period using its computerized ticketing system without the Customer having to cancel the initial order.

The Operator will re-credit the Customer's bank card for the difference between the first Pass (including the related Carré Neige insurance) and the amount of the modified Pass (including the related Carré Neige insurance) within fifteen (15) days.

ARTICLE 10. ORDER CANCELLATION

The cancellation of an order may in no case be used by the Customer to benefit from a promotional offering and/or price discount whatsoever.

An order cancellation request may be sent to the Operator by e-mail or post to the following addresses: *vad.tignes@compagniedesalpes.fr* or *STGM – Service Vente en Ligne- Gare de la Grande Motte – B.P. 53 – 73321 TIGNES Cedex*

This request must imperatively contain the order reference number mentioned on the **proof of purchase** mentioned in article 2.

The request must be sent by the Customer at least forty-eight (48) hours before the start of the validity period of the Pass concerned.

The postmark shall serve as proof for setting the date of any modification request sent by post. For a modification request submitted by e-mail, the dispatch date shall serve as proof of submission.

The Operator will credit the Customer's bank card for the amount of the order cancelled in the fifteen (15) days that follow the cancellation request, after deduction of a lump sum representing five percent (5%) of the amount of the cancelled order to serve as a cancellation fee.

The Customer may keep the "Pass'Tignes" card of the cancelled Pass that can be reused or reloaded subsequently. In this case, the Operator will credit the Customer's bank card only for the amount of the cancelled Pass (including the related Carré Neige insurance) in the fifteen (15) days that follow the cancellation request.

No cancellation request made less than 48 hours from first day of validity of the Pass(es) ordered shall be accepted by the Operator.

Exception for holders of "Pass'Tignes" cards: possibility of addressing the cancellation request (free of charge) up to the first use of the Pass.

ARTICLE 11. ORDER TRACKING

For further information, the Online Sales Department is at the Customer's disposal at the address indicated in the preceding article.

ARTICLE 12. RESPONSIBILITIES AND WARRANTIES

The Operator has no obligation of means for all the steps of access to online sales.

The Operator may not be held liable for any inconvenience or damage inherent to the Internet, in particular interruption of service, hacking or the presence of computer viruses and generally any other event explicitly qualified in case law as a case of force majeure.

The Customer warrants knowing the characteristics and limits of the Internet, in particular its technical performance, the response time to consult, query or transfer data and the risks related to communication security.

ARTICLE 13. MODES OF PROOF

The provision online of the bank card number and generally the final confirmation of the order by the Customer are considered proof of the entirety of the transaction in accordance with the provisions of act no. 2000.230 of March 13, 2000 as well as payability of the payment.

This confirmation is equivalent to signature and explicit acceptance of all the operations carried out on the online selling website.

The Customer must imperatively retain the **proof of purchase**, as only this document shall serve as proof in case of a dispute regarding the terms of the order, in particular during a check on the lifts.

ARTICLE 14. INTELLECTUAL PROPERTY

All the elements (graphics, photos, logo etc.) of the website compose the intellectual property rights belonging to the Operator or used by the latter.

Any reproduction of an element of said website or of any simple or hypertext link are strictly forbidden unless explicitly authorised beforehand by the Operator;

ARTICLE 15. PROTECTION OF PERSONAL DATA

All the banking data requested from the Customer upon placement of the order are protected by a certified SSL 128 encryption process.

The processing of personal data obtained from online selling is regularly declared to the CNIL (French National IT and Liberties Committee). The information Customers communicate on the website allows the Operator to process and execute the orders placed on said site.

In accordance with article 32 of the Information Technology and Liberties act, the Operator informs Customers on the use made of these data, in particular regarding the possibility of sending them commercial offers.

Should the Customers' postal or e-mail address change, Customers should update their personal data by logging into their personal space accessible on the website.

ARTICLE 16. ARCHIVING

Order forms are archived by the Operator's Online Selling Department in accordance with article L 134-2 of the Code of Consumer law. In these conditions, Customers can access their archived order by sending a written request to said department at the aforementioned address.

ARTICLE 17. TRANSLATION - APPLICABLE LAW- SETTLEMENT OF DISPUTES

If these general terms and conditions should be drawn up in several languages, it is explicitly understood that the French version of these general terms and conditions shall be the only valid version. In consequence and in case a difficulty should arise in the interpretation/application of any one of the provisions of these general terms and conditions, only French version shall be referred to.

These general terms and conditions are subject to French law both as regards their interpretation and execution.

In the event that a dispute regarding the interpretation or execution of these general terms and conditions should arise, it is possible to implement an agreed mediation procedure or any alternative mode of settlement of disputes (e.g. conciliation) as provided for by article L133-4 of the French Consumer Code.

Should an amicable settlement fail to be reached, the dispute shall be brought before the court with jurisdiction by the party first taking action.