

GENERAL TERMS AND CONDITIONS OF USE
SKI LIFT PASSES

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

A business corporation with registered capital of €3,240,000.00

SIREN 076 920 024 – RCS CHAMBERY

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Operating the ski area of Tignes,

Holder of a professional liability insurance policy in the conditions provided for by article L220-1 of the Insurance Code Allianz Operations Entreprises- 7, Place du Dôme-TSA 21017-92 099 La Défense Cedex.

Hereinafter referred to as the Operator.

ARTICLE 1. GENERAL

These general terms and conditions apply to all lift passes (hereinafter referred to as Passes) sold by the Operator and granting access to the Tignes ski area and/or the Tignes & Val d'Isère ski area.

These general terms and conditions apply for all Passes sold by the Operator beginning July 20th, 2016.

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 ski lift sector and for companies whose registered offices are located in France.

The acquisition of a Pass implies the knowledge and acceptance by the person (hereinafter referred to as the User) of the entirety of these general terms and conditions without prejudice to the usual remedies at law.

IMPORTANT:

The issue of each **Pass** entails the provision of a **"proof of purchase"** which includes the ski area and category (adult, child, etc.) of the **pass**, its expiration date, the keycard number and any insurance subscribed to.

This proof of purchase must imperatively be retained by the User who must be able to present it to the Operator or Société des Téléphériques de Val d'Isère (operator of the Val d'Isère ski area) as applicable for control purposes or to justify any request (e.g. rescue, loss or theft of the pass, complaint).

The Pass is strictly personal and can neither be assigned or transferred, except a pass for the shortest duration of the price schedule.

ARTICLE 2. CONTROL OF PASSES

Each Pass, issued on a numbered card, is usable for a predetermined period of validity and age category. The information relating to the validity of the Pass inscribed on the card has no contractual value. Only the information contained in the chip is valid.

For as long as it is valid, each Pass entitles the holder to circulate freely on the lifts of the ski area for which the Pass was issued with no priority of any type whatsoever.

The valid ski area of the Pass is defined on the map of the trails of the season concerned and during the operating periods of the lifts posted at the points of the sale of the Operator and/or at the entry point to the lifts, subject to weather and snow cover conditions.

Any user holding a Pass providing access to the Tignes & Val d'Isère ski area must effect his/her first passage in the ski area from which the Pass was purchased (Tignes or Val d'Isère depending on the case).

The Pass must be kept by the User for the entire trip made on each lift from the departure area to the arrival area to be detected by an automatic control system or to be presented to the Operator's sworn inspector who is authorized to check the Pass.

2.1. Failure to present a Pass, use of an invalid pass or failure to follow the regulations posted in the departure area of the lifts, observed by one of the Operator's inspectors will entail:

- Either the payment of a **fine** barring further prosecution. This fine is equal to FIVE times the value of a daily pass, increased as applicable by registration fees in accordance with applicable regulations (articles L 342-15, R 342-19 and R 342-20 of the French Tourist Code and articles 529-3 et seq. of the Code of Criminal Procedure).

- Or **legal prosecution.**

The Operator's sworn inspectors may request the presentation of any document justifying the price benefits granted to the User of a discounted or free Pass.

Should the offender refuse to provide proof of identity or should it be impossible for the offender to do so, the sworn inspector shall immediately report this to any officer of the law (police or gendarmerie) with jurisdiction in the territory concerned who may then order that the offender be brought before such officer.

The sworn inspector may also confiscate the Pass immediately with a view to returning it to its rightful owner.

In the event that fraud is detected by a sworn inspector, the information collected by the latter to draw up a report can be computerized to ensure the tracking of the infractions discovered and any reminders sent and for statistical purposes.

These data are solely intended for the Operator.

In accordance with the Information Technology and Liberties act, any concerned person has the right to access and rectify such data by writing to the Operator at the address at the beginning of this document.

Entity responsible for processing: the Operator.

Purpose of processing: Tracking of transport violations

2.2. It is recalled that any Pass, excluding the Pass for the shortest period of validity of the price schedule, is strictly personal, unassignable and non-transferrable. The User is thus obliged to protect his/her Pass to prevent its abusive use by a third party. Users are informed that in an attempt to prevent fraud photographs are automatically taken upon their passage by the control terminals of the Tignes ski area. Said photographs will then be compared by the sworn inspectors who can thus confound the violators.

The photographs are only intended for the Operator and will be kept for the validity period of the Pass of the User photographed, and up to two more years.

In accordance with the Information Technology and Liberties act, the User (or his/her legal representative) has the right to access and rectify the information concerning said User, which right can be exercised by writing to the Operator at the address at the beginning of this document. The User may also oppose the processing of the data concerning him/her for legitimate reasons (including a right to delete his/her photograph).

Entity responsible for processing: the Operator.

Purpose of processing: Fight against fraud

ARTICLE 3. DEFECTIVENESS OF PASS MEDIA

Instructions for use: It is recommended to place the Pass cards in the left side pocket with no other metal or electronic object. Do not fold, perforate the card or place it near a heat source.

If the card should malfunction or in case of a technical failure of the Pass card during its validity period, the Operator will replace the card against and from the return of the latter and proof of purchase to one of the Operator's points of sale free of charge.

However, and if after verification the defectiveness of the card is attributable to the User (e.g.: non-compliance with instructions for use), the Operator will charge the User for the processing expenses provided for in article 4 below.

If the defective card was issued by Société des Téléphériques de Val d'Isère, it will not be possible for the Operator to process this request.

The User shall make his/her request to Société des Téléphériques Val d'Isère in compliance with the General Conditions of use of the Passes issued by the latter.

ARTICLE 4. LOSS OR THEFT OF PASSES

The provisions below apply solely to Passes issued by the Operator.

As such, if the lost or stolen Pass was issued by Société des Téléphériques Val d'Isère, the Operator will be unable to process this request.

The User shall make his/her request with Société des Téléphériques Val d'Isère in compliance with the General Conditions of use of the Passes issued by the latter.

4.1. Carte Liber'Tignes/Keycard

Customers will be provided with proof of purchase when buying any ski pass.

- **Information to provide**

In case a Pass with a period of validity greater than one (1) day is lost or stolen, the User shall declare such loss or theft to one of the Operator's points of sale by mandatorily presenting the proof of purchase containing the following information: card number, acquisition date, payment mode and period of validity.

- **Processing fees**

To obtain a duplicate Pass, the User must also pay a **processing fee** of a flat rate of ten euros tax inclusive (€10).

- **Delivery of duplicate Pass**

- Any Pass have been declared as lost or stolen by the User to the Operator will be deactivated by the latter and shall no longer provide access to the ski area.
- Subject to customary verifications, on the day the loss or theft was declared in a point of sale of the Operator before its closing time, the User will be able to withdraw a duplicate of the Pass from this point of sale.
- N.B.: Any Pass for which the following compulsory information required for issuance of a duplicate cannot be provided by the user will not be replaced, with no possible recourse against the Operator.

4.2. Carte Pass'Tignes

The corresponding terms are described in the operating terms of the Pass'Tignes programme consultable at www.skipass-tignes.com.

ARTICLE 5. COMPLIANCE WITH SAFETY RULES

All Users are required to abide by lift safety rules, in particular police regulations posted at the lift departure areas, the pictograms supplementing them and any instruction given by the Operator's personnel under penalty of sanction. The same is true of compliance with the municipal order relating to safety on the ski trails and Users are reminded to take into account the "Ten Rules of Conduct for Skiers and Snowboarders" issued by the International Ski Federation. A reminder of these rules of conduct on lifts is found on the reverse of the trail maps of the Tignes – Val d'Isère ski area.

ARTICLE 6. PROTECTION OF PERSONAL DATA

Data relating to movement are also collected for the purpose of managing access to lifts and Pass control. Data are also collected for statistical purposes.

These data are only intended for the Operator.

In accordance with the Information Technology and Liberties act, the User (or his/her legal representative) has the right to access, rectify and oppose such data which right can be exercised by writing to the Operator at the address at the beginning of this document.

Entity responsible for processing: the Operator.

Purpose of processing: Ticketing and access control

In application of article 90 of decree no. 2005-1309 of 20 October 2005, any person may receive the information of this paragraph on a written medium after verbal or written request made to the aforementioned department.

ARTICLE 7. CARBON FOOTPRINT OF TRANSPORT SERVICES

In application of article L 1431-3 of the Transport Code, below the Operator provides the carbon footprint information relating to transport by ski lift:

- The transport carbon footprint for an Tignes & Val d'Isère day Pass is 295 g, equivalent to a trip by car of 2.1 km ;
- The transport carbon footprint for a Tignes Winter day Pass is 275 g equivalent to a trip by car of 2 km ;
- The transport carbon footprint for a Tignes Winter passage is 24 g, equivalent to a trip by car of 0.15 km ;

- The transport carbon footprint a Winter pedestrian Pass is 48.54 g, equivalent to a trip by car of 0.31 km ;
- The transport carbon footprint for Tignes Summer day Pass is 1822 g equivalent to a trip by car of 13 km ;
- The transport carbon footprint for a Tignes Summer passage is 125.57 g, equivalent to a trip by car of 0.9 km ;
- The transport carbon footprint for a Tignes pedestrian Pass is 251 g, equivalent to a trip by car of 2 km ;

For further information please write to:

SOCIETE DES TELEPHERIQUES DE LA GRANDE MOTTE (S.T.G.M) - Service Qualité Sécurité Environnement - Gare de la Grande Motte – B.P. 53 – 73321 TIGNES Cedex.

ARTICLE 8. 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.

Pursuant to the provisions of Article L 211-3 of the French Consumer Code, should a dispute arise regarding the validity, interpretation or execution of these General Terms and Conditions, the Customer is entitled to undergo agreed mediation proceedings or any other alternative method for settling disputes, at no cost. The consumer can obtain information on the possibility of recourse to mediation proceedings from the Tourism and Travel Mediator (MTV Médiation Tourisme Voyage, BP 80 303, 75 823 Paris Cedex 17) according to the conditions set out on the www.mtv.travel website, within a maximum period of one (1) year from the submission of a complaint to the Operator in writing.

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