

**GENERAL TERMS AND CONDITIONS OF SALE  
OF 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

Registered offices: Gare de la Grande Motte- Lieu-dit Val Claret- 73 320 TIGNES

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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 December 18, 2015.

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 customer (hereinafter referred to as the Customer) of the entirety of these general terms and conditions without prejudice to the usual remedies at law.

The Customer shall be required to obtain information on the Passes and rates and to select the most appropriate. The Operator may not be held liable for the Customer's choice.

The Pass is delivered on a medium mentioning its number called the "Keycard number". The Pass is composed of a card on which a lift pass and proof of purchase is encoded.

**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 Customer who must be able to present it to the Operator for control purposes or to justify any request (e.g. rescue, loss or theft of the Pass, complaint).

**ARTICLE 2. PASS MEDIA**

No new pass may be recorded until the pass initially encoded on the card has been depleted. Failing this, the initial pass shall be irremediably cancelled without the Customer being able to claim any damages whatsoever. Only the registration of an area extension always remains possible.

**2.1. Liber'Tignes Card/Keycard**

This is a card that can be reloaded and reused one or more times until the technical alteration of the card precludes such action. This card, incorporated a chip on which the Pass providing access to one of the ski areas mentioned above is encoded or "loaded", is provided free of charge by the Operator when the Passes are ordered (from points of sale, the automatic dispenser or online from [www.ski-pass.com](http://www.ski-pass.com)).

**2.2. Pass'Tignes Card**

The Operator also offers the Pass'Tignes loyalty programme whose terms and benefits are available for consultation at [www.skipass-tignes.com](http://www.skipass-tignes.com).

Upon subscription, the Customer is provided with a loyalty card at the fixed rate of ten euros tax inclusive (€10 incl. Tax) which is also used as the Pass medium (reloadable in points of sale or on the website). However, the beneficial rates granted for the purchase of Passes as provided for by the

Pass'Tignes loyalty programme are only accessible online. This card is strictly personal and can neither be assigned or transferred.

It is valid for three (3) years.

**ARTICLE 3. CUSTOMER PHOTOGRAPH**

Any Customer wishing to purchase a Pass (i) whose period of validity is equal to or greater than thirteen (13) days, (ii) provided on a "free" Pass'Tignes card (iii) valid for two (2) days shall provide a recent frontal head shot photograph of the Customer taken with no sunglasses or hat or have such a photograph taken.

This photograph shall be kept by the Operator in its ticketing information system to facilitate any reloading or reissue of the pass unless otherwise opposed by the Customer for legitimate reasons in the conditions of article 10 below.

**ARTICLE 4. RATES AND TERMS OF PAYMENT****4.1. Rates**

The public rates for the Passes and Carré Neige insurance (see [www.carreneige.com](http://www.carreneige.com)) are posted in the Operator's points of sale and on the [www.skipass-tignes.com](http://www.skipass-tignes.com) website. Price schedules are also available in these points of sale and in the "Maison de Tignes".

These rates are expressed in Euros tax inclusive; they are established on the basis of taxes applicable and are likely to change should these applicable taxes vary.

Discounts or free items are offered to different categories of people according to the conditions posted in the points of sale or on the website. In the points of sale, discounts or free items are granted upon presentation at the time of purchase of official documents justifying said rate benefits. No photocopy of such documents shall be accepted. No discount or free item shall be granted after purchase.

In any case, the determination of the Customer's age to apply is that on the first day of validity of the Pass to be delivered.

The purchase of a "morning half-day" ski pass is subject to payment of a deposit (see price chart). For a refund of this deposit, customers must return their ski pass card and its receipt to one of the ski pass sales desks between 12:45 and 13:15. Deposits will not be refunded for ski passes handed in after this time.

**4.2. Terms of Payment**

Any delivery of a Pass entails the payment of the corresponding rate. Such payments shall be made in Euros either by cheque drawn on a bank account opened in France issued to the order of the Operator, or in cash, or by bank card accepted by the Operator or by chèques-vacances ANCV.

Personal identification shall be required for all transactions by cheque.

**ARTICLE 5. TERMS OF USE OF THE SKIBADGE MACHINE**

Skibadge machines allowing the purchase and/or reloading of the Passes mentioned on these machines are available to Customers; payment may only be made by bank card.

Only Passes without a photograph and at the public rate can be delivered by these machines.

**ARTICLE 6. INTERRUPTION OF THE OPERATION OF THE SKI LIFTS**

Only an interruption of at least one day and for more than seventy-five percent (75%) of the ski lifts open during the period during which the interruption occurs and to which the Pass provides access, and outside any case of force majeure, can entail the compensation of the loss sustained by the Customer (except for Passes valid for one day or less, season Passes and non-consecutive day Passes).

In this case, a compensation request form will be provided by the Operator's customer service department or in its points of sale.

Only Passes having been purchased and paid for directly by the Customer to the Operator can be compensated. Compensation shall be determined according to the number of days during which the Customer was unable to use his/her Pass due to interrupted service: the last day taken into consideration being in any case the date of expiry of the validity of the Pass concerned.

Such compensation may take the following forms at the Customer's choice, (this choice is final and may not be called into question for any reason whatsoever):

1. Immediate extension of the validity period of the Pass concerned by providing a new Pass of the same type and of a duration equal to the number of days which can be compensated as determined above, this number beginning the day following the date of expiry of the initial Pass or the first day of resumption of service if it occurs after this date;

2. Granting of a nominative, personal and non-transferrable credit note valid one (1) year after its date of issue. This credit note shall be calculated proportionately to the number of days of interruption of the ski lifts;

3. Deferred reimbursement by bank transfer, calculated proportionately to the number of days of interruption of the ski lifts. This reimbursement shall be made at latest in the four (4) months that follow receipt of all the documents relating to the compensation request.

No compensation shall be granted prior to the date of expiry of the Pass concerned.

The Customer may not claim any sum or service exceeding the compensation selected.

The request for compensation, accompanied by the documentary proof (original Pass, proof of purchase and compensation request form mentioning the desired mode of compensation), shall be deposited with or sent in the two (2) months that follow the date of expiry of the Pass concerned to:

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

#### **ARTICLE 7. REIMBURSEMENT**

Passes shall not be reimbursed or exchanged, unless otherwise provided by article 6 above, should the Passes delivered not be used or entirely depleted.

Non-consecutive day Passes must be depleted within fifteen (15) days from their first use. They may not be used beyond this period unless they are reimbursed or their validity is postponed.

It is possible to cover this type of risk with specific insurance policies also covering rescue expenses in case of accident on the ski trails or lifts. Any information to this effect is to be requested from the point of sale.

#### **ARTICLE 8. CLAIMS**

All claims must be addressed to the Operator within two (2) months of the occurrence of the event which is the source of the claim without prejudice to legal measures and lead times to file suit.

All claims shall be sent to the address mentioned in article 6 above.

#### **ARTICLE 9. INTELLECTUAL PROPERTY**

The Customer acquires no property or use right and may not use the names, signs, emblems, logos, trademarks, copyright and other signs or other literary, artistic or industrial property rights of the Operator.

#### **ARTICLE 10. PROTECTION OF PERSONAL DATA**

All the information requested by the Operator for the delivery of the Pass is compulsory. If one or more of the items of information is missing, it will not be possible to deliver the Pass.

These data are only intended for the Operator.

Some data (postal address, e-mail address, and telephone number) may also be requested from the Customer by the Operator so that the latter may send sales proposals according to the terms provided for under the LCEN act of June 21, 2004.

In accordance with the Information Technology and Liberties act, the Customer (or his/her legal representative) has the right to access, rectify and oppose for legitimate reasons (in particular as regards the keeping of the digital photograph or the sending of sales offerings) such data by writing to the Operator at the following address:

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

Entity responsible for processing: the Operator.

Purpose of processing: Ticketing and commercial management

In application of article 90 of decree no. 2005-1309 of October 20, 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 11. 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.