

## TERMS AND CONDITIONS OF SALE

The present terms and conditions of sale (hereinafter referred to as the "Terms and Conditions of Sale") define the relationship between the Société des Téléphériques de la Grande Motte (hereinafter referred to as "STGM"), which operates the ski lifts of the Tignes ski area, and any consumer (hereinafter referred to as the "Client") who:

- Purchases a ski pass (hereinafter referred to as the "Ski Pass") from the STGM or one of its agents, allowing for the use of one or several ski lifts operated by the STGM, or
- Orders an activity (hereinafter referred to as the "Activity") sold by the STGM or one of its agents, or
- Takes out insurance (hereinafter referred to as the "Insurance") proposed by the STGM and associated with a Ski Pass.

By purchasing a Ski Pass, ordering an Activity or subscribing to an Insurance policy, the Client accepts without reservation these Terms and Conditions of Sale.

### ARTICLE 1. INFORMATION REGARDING STGM

The STGM is a public limited company under French law with a capital of €3,240,000.00, registered with the Chambéry Trade and Companies Register under the number 076 920 024, and whose intra-community VAT number is FR 91 076 920 024.

The contact details of the STGM are as follows:

- Registered office address: 665 avenue de Grande Motte, 73320 Tignes, France
- Telephone number: +33 (0)4 79 06 60 00
- E-mail address: [stgm@compagniedesalpes.fr](mailto:stgm@compagniedesalpes.fr).

The STGM is insured by Allianz IARD (1 cours Michelet, CS 30051, 92076 Paris La Défense Cedex, France).

The STGM is registered as an insurance intermediary under the Orias number 17007382.

### ARTICLE 2. SKI PASSES, ACTIVITIES AND INSURANCE

The list, characteristics and acquisition conditions of the Ski Passes, Activities and Insurance are available at the points of sale (hereinafter referred to as the "Points of Sale") of the STGM, in the vicinity or at the self-service kiosks operated by the STGM (hereinafter referred to as the "Kiosks"), on the website at <https://www.skipass-tignes.com/> (hereinafter referred to as the "Website") and on the website at <https://www.saison.skipass-tignes.com> (hereinafter referred to as the "PPU 2/7 Website"). The details of the Insurance policies can also be found on the website at <https://www.carreneige.com>.

The Ski Passes, Activities and Insurance are only valid for all or part of the season for which they were ordered. The autumn, the Premiere period, the winter and the "Last Week" period are considered a single season. The dates of each period are indicated on the STGM price lists.

The Activities can only be ordered for a specific date. If participation in an Activity requires access to a ski lift operated by the STGM, the Client must ensure that he has a Ski Pass allowing access and, if necessary, must purchase the Ski Pass in addition to the payment of the Activity.

The Insurance policies are only offered as a supplement to the Ski Passes, except for "Pedestrian" passes. The Client may subscribe to Insurance at the same time as purchasing a Ski Pass or at any other moment during the period of validity of the Ski Pass. If the Ski Pass has already been bought, the Client must go to a Point of Sale to subscribe to the Insurance. It is therefore not possible to subscribe to Insurance on the Website, on the PPU 2/7

Website or on a Kiosk after the purchase of a Ski Pass. Furthermore, the insurance coverage will only take effect from the date of subscription and will not be applied retroactively.

### **ARTICLE 3. SALES LOCATIONS**

Ski Passes can be purchased at the Points of Sale and, for selected passes, on the Website, on the PPU 2/7 Website and at the Kiosks. The "2/7 season" Ski Passes can only be purchased online on the PPU 2/7 Website.

Activities can be ordered at the Points of Sale or at the Kiosks. As an exception, the "sledge" Activity cannot be ordered at a Point of Sale; it can only be ordered at the Kiosk located next to the cabin of the "sledge" Activity. The "terrace" Activity can be ordered at a Point of Sale or at the Kiosk located at the bottom of the funicular.

Insurance can be subscribed to at the Points of Sale, on the Website, on the PPU 2/7 Website and at the Kiosks.

Certain offers may be presented exclusively at the Points of Sale, on the Website, on the PPU 2/7 Website or at the Kiosks.

### **ARTICLE 4. ORDERS**

The Client may not purchase more than seven Ski Passes per order on the Website, on the PPU 2/7 Website or at a Kiosk.

As indicated in [Article 8](#), the Client placing an order on the Website may choose, under certain conditions, to receive the smart card associated with a Ski Pass by postal mail. If the Client chooses this option, the order must be confirmed and paid for in full several days before the Ski Pass validity begins. The number of days is indicated on the Website. Failing this, the order cannot be finalised.

When placing an order on the Website or on the PPU 2/7 Website, the Client:

1. Selects the Ski Pass(es) and, if applicable, any Insurance he wishes to order
2. Verifies his order, modifies it if necessary, then validates it
3. Creates a personal account if he does not already have one
4. Enters his login details to access his personal account
5. Provides the required information for the personalisation of Ski Passes
6. Selects the method of Ski Pass issuance
7. Accepts the Terms and Conditions of Sale and the Terms and Conditions of Use of the Ski Passes
8. Pays for his order.

Once the order has been paid for, the Client will receive an e-mail confirmation message of his order.

### **ARTICLE 5. PHOTOGRAPH**

When purchasing a Ski Pass valid for the entire season or a free Ski Pass for a period of at least two days, the Client must provide a photograph of the user of the Ski Pass. The photograph must be a recent identity photograph, taken from the front, without tinted glasses or head covering.

### **ARTICLE 6. PRICES**

The prices of Ski Passes, Activities and Insurance are available at the Points of Sale, on the Website, on the PPU 2/7 Website and at the Kiosks.

The PPU 2/7 Website sells Ski Passes providing access to the ski lifts two days per week (from Monday to Sunday) during the entire winter operating season of these ski lifts. If such a Ski Pass is used more than two days per week, the Client will be charged for access to the ski lifts beyond the two days at the public rate of a Ski Pass valid for an adult under 65 years of age, for one day and for the Tignes area.

Prices are expressed in euros and are inclusive of all taxes. They may be modified during the season in the event of a variation in these taxes.

Unless otherwise stated, the price of an Activity does not include the price of the necessary Ski Pass, where applicable, to participate in the Activity.

Price reductions are applied based on the public price list. They cannot be combined with any other price reduction.

If the Client wishes to benefit from a reduced rate or a free pass, when purchasing the Ski Pass or ordering the Activity at the Points of Sale or from an agent of the STGM, he must present an original document certifying that the user of the Ski Pass or the person registered for the Activity meets the requirements to benefit from this reduced rate or free pass on the date the Ski Pass comes into force or at the beginning of the Activity. The user or registered person must be able to present this document at all times during the period of validity of the Ski Pass or during the Activity, regardless of whether the Ski Pass was purchased or the Activity was paid for at a Point of Sale, on the Website, on the PPU 2/7 Website or at a Kiosk.

No price reduction or free pass shall be granted after the purchase of a Ski Pass or the payment of the price of an Activity.

Unless otherwise stated, the price of the Activities includes the use of equipment necessary to participate in these Activities.

## **ARTICLE 7. PAYMENT**

### **7.1. Currency**

The payment of Ski Passes, Activities and Insurance must be made in euros.

As an exception, at the Points of Sale and on the Website, the Client may pay in a currency other than euros by using the DCC (Dynamic Currency Conversion) system.

### **7.2. Methods of payment**

Methods of payment accepted are:

- At the Points of Sale: bank cards (French Carte Bleue, Visa, Mastercard, American Express), cash within the legal limits, printed ANCV holiday vouchers, cheques drawn on a bank account opened in France and made payable to STGM
- On the Website: bank cards (French Carte Bleue, Visa, Mastercard, American Express), digital ANCV holiday vouchers (Connect holiday vouchers)
- On the PPU 2/7 Website: bank cards (French Carte Bleue, Visa, Mastercard)
- At the Kiosks: bank cards (French Carte Bleue, Visa, Mastercard).

"Contactless" payment is possible at the Points of Sale and at the Kiosks.

If the Client pays by cheque, he must present an original valid identification document in his name. The STGM reserves the right to refuse the Client's payment by cheque after consulting the FNCI (Fichier National des Chèques Irréguliers - National Irregular Cheque Register) by means of the Vérifiance system.

Paying using several means of payment is only possible for purchases made at the Points of Sale or on the Website.

### **7.3. Payment in several instalments**

All orders are payable in full as soon as the order is placed.

The Client may, however, pay for his order with the help of a credit, in three or four instalments, at no additional charge, if the following conditions are met:

- The total amount of the order is equal to or greater than €250 including all taxes
- The total amount of the order is less than €5,000 including all taxes
- The Client places his order on the Website
- The Client pays for the full amount of his order using a bank card valid until the last debit date of the payment of his order and the card is issued by a banking institution established in one of the following European Union countries: France, Spain, Belgium, Germany, Italy, Austria, Ireland, Luxembourg, Netherlands, Portugal
- The Client has a mobile phone number from one of the countries listed above.

If the Client chooses to pay in three instalments, one third of the price of the order will be debited at the time of the order. The second instalment of one third of the price will be debited one month later using the bank card number provided by the Client at the time of ordering. The remaining balance will be debited one month after the second debit from the same bank card.

If the Client chooses to pay in four instalments, one quarter of the price of the order will be debited at the time of the order. The second instalment of a quarter of the price will be debited one month later using the bank card number provided by the Client at the time of ordering. The third instalment of a quarter of the price will be debited one month after the second debit from the same bank card. The remaining balance will be debited one month after the third debit from the same bank card.

To benefit from the payment in several instalments, the Client must choose the corresponding option during the ordering process and accept the general terms and conditions of the services of the company Alma. The payment is carried out via the secure Alma platform.

The Client is responsible for ensuring that the amount of each scheduled debit is lower than the maximum amount authorised by his banking institution.

The Client may revoke the payment option provided for in this article under the conditions stipulated in [Article 13](#). In this case, he must pay for his order in full.

If an order is cancelled in accordance with the Terms and Conditions of Sale, use of the payment option provided for in the present article will be cancelled and the amount paid by the Client will be refunded.

The company Alma reserves the right to refuse to grant the Client the payment option provided for in the present article. In this case, the Client must pay for his order in full.

### **7.4. Ski Passes sold on the PPU 2/7 Website**

If a Ski Pass purchased on the PPU 2/7 Website is used for more than two days per week, the amount corresponding to access to the ski lifts beyond the two days will be charged to the bank card used to purchase the Ski Pass on the following Monday.

## **ARTICLE 8. ISSUING SKI PASSES**

Each Ski Pass is issued in the form of a smart card.

This card is provided free of charge upon the purchase of a Ski Pass.

If the Client has purchased a Ski Pass or a ticket to access the Activity at a Point of Sale, the card is issued immediately at the Point of Sale.

For a Ski Pass purchased on the Website (except in the case of recharging as provided for in [Article 10](#)):

- If the Ski Pass is valid for part of the summer, the Client must pick up the card at a Kiosk. To do so, he must bring the QR code he received when he placed the order.
- If the Ski Pass is valid for the entire summer, the Client must pick up the card from a Point of Sale at least seventy-two hours after confirmation of the order. To do so, he must bring the confirmation of his order and an identification document.
- If the Ski Pass is valid for all or part of the autumn, the Premiere period, the winter or the "Last Week" period, the Client may:
  - o Pick up the card at a Point of Sale at least seventy-two hours after the confirmation of his order if the Ski Pass is valid for the entire season. To do so, he must bring the confirmation of his order and an identification document, or
  - o Pick up the card at a Kiosk if the Ski Pass is valid for part of the season. To do so, he must bring the QR code he received when placing the order, or
  - o Request that the card be sent by certified postal mail to the address indicated when he placed the order. A card sent by postal mail will be billed €5 per order, including all taxes.

If the Client has purchased a Ski Pass on the PPU 2/7 Website, he must pick up the card at a Point of Sale at least seventy-two hours after the confirmation of his order. To do so, he must bring the confirmation of his order and an identification document.

If the Client has purchased a Ski Pass at a Kiosk, the card will be issued to him immediately by the Kiosk.

## **ARTICLE 9. PROOF OF SALE**

A proof of sale (hereinafter referred to as the "Proof of Sale") is issued to the Client when purchasing a Ski Pass or upon payment for an Activity. In case of a purchase on the Website or on the PPU 2/7 Website, the order confirmation e-mail constitutes the Proof of Sale.

The Client is advised to keep this Proof of Sale for the entire period of validity of the corresponding Ski Pass or Activity. The Proof of Sale will be required in the event of an inspection or to make a claim for compensation or replacement, for example.

## **ARTICLE 10. RECHARGING SKI PASSES**

The smart card on which a Ski Pass is encoded can be recharged once or several times. A new Ski Pass can thus be encoded on the card.

Recharging can be carried out at the Points of Sale, on the Website or at the Kiosks. Recharging is not possible on the PPU 2/7 Website.

A card cannot contain several Ski Passes simultaneously. The Client is advised to wait until the end of the validity of the Ski Pass encoded on his card before registering a new Ski Pass on the card.

## **ARTICLE 11. MODIFICATION OR CANCELLATION OF AN ORDER**

The Client may obtain the modification or cancellation of an order free of charge if the following conditions are met:

- The order was placed on the Website or on the PPU 2/7 Website
- In the event of a request for modification, the modification shall relate exclusively to a change in the date of validity of the Ski Pass purchased, or a modification of the card on which the Ski Pass is encoded. The change of validity date must not lead to a modification of the duration of validity of the Ski Pass, or to the deferment of the validity of the Ski Pass to a season other than that for which the initial Ski Pass was purchased
- The request for modification or cancellation must be received by the STGM at the latest one day before the first day of the validity of the Ski Pass
- The Ski Pass must not have been used, even partially, including after the request for modification or cancellation was sent.

The Client must send his request for modification or cancellation by e-mail to the following address: [vad.tignes@compagniedesalpes.fr](mailto:vad.tignes@compagniedesalpes.fr). In his e-mail, the Client must mention the reference number of his order, as indicated in the message of confirmation of his order he received by e-mail.

If the requested modification concerns a change of validity date without affecting the duration or price of the Ski Pass, the change will take effect the first time the user of the Ski Pass passes through the ski lift access terminals. Any other modification will be treated as a cancellation of the order.

In the event of cancellation of an order, the STGM will cancel the Ski Pass and, if applicable, any associated Insurance. It will credit the bank card used at the time of the order with the total price of the order, after the deduction of any postage costs for the Ski Pass if it was sent to the Client by postal mail prior to the request for modification or cancellation. The bank card of the client will be credited within fifteen days following the receipt of the Client's request. The refund is based on the price of the order in euros, hence any variations in exchange rates between the date of the order and the date of the refund will be the responsibility of the Client. If the Client wishes to obtain a new Ski Pass, he must make a purchase in accordance with the Terms and Conditions of Sale. The Client may use the same smart card as the card on which the cancelled Ski Pass was encoded.

## **ARTICLE 12. COMPENSATION**

The Client, the user of a Ski Pass, the person registered for an Activity or the person covered by an Insurance policy may not benefit from any total or partial refund or exchange of this Ski Pass, Activity or Insurance policy, and may not have their validity extended or deferred.

As an exception, the Client may obtain a refund or deferment of a Ski Pass or Activity under the conditions stipulated in [Article 11](#) and receive compensation in the cases detailed hereinafter.

No compensation shall be granted before the end of the period of validity of the Ski Pass or the end of the Activity. Compensation will be paid within four months following the receipt of the Client's request and all the documents required for processing this request.

No compensation shall be granted to Clients who have purchased a Ski Pass or ordered an Activity from any person or entity other than the STGM or one of its agents. In this case, the Client must contact the person or entity from whom they purchased the Ski Pass or ordered the Activity.

In the event of a refund of an order, as the refund is based on the price of the order in euros, any variations in exchange rates between the date of the order and the date of the refund will be the responsibility of the Client.

In addition, in the event of a refund of an order, any subsequent costs of sending a Ski Pass by postal mail will only be refunded if the Ski Pass was not sent by the date that the compensation request was received by the STGM.

### **12.1. Interruption of ski lift operations by decision of public authorities due to health concerns**

If for health and safety reasons the public authorities decide on the closure of all the ski lifts operated by the STGM for one or several full days, the Client may request a refund of the Ski Pass purchased from the STGM or one of its agents, or of the Activity ordered from the STGM or one of its agents (on the condition that the Activity requires access to the ski lifts).

The amount refunded will be calculated on a pro rata basis according to the days of closure in application of the administrative decision during the period of validity of the Ski Pass or the Activity.

To obtain this compensation, the Client must send a request to the STGM using the address indicated in [Article 19](#). This request must be accompanied by the Proof of Sale and, if a Ski Pass was purchased, by a copy of the Ski Pass.

### **12.2. Interruption of ski lift operations for any reason other than by decision of public authorities for health concerns**

The Client is entitled to compensation if he has purchased a Ski Pass from the STGM or one of its agents valid for at least two consecutive days, except for a Ski Pass valid for an entire season, and if all the following conditions, depending on the period, are fulfilled for at least one day:

- During the winter:
  - o The link connecting Tignes-Val d'Isère is closed
  - o At least two of the following ski lifts are closed: the Brévières gondola, the Tovière gondola, the Tichot chairlift and the Paquis chairlift (hereinafter referred to collectively as the "Essential Lifts")
  - o The duration of the closure of the Tignes-Val d'Isère link and of each Essential Lift lasts for more than four consecutive hours

Or

- During the summer, the autumn, the Premiere period and the "Last Week" period:
  - o The ski lifts representing at least 75% of the "moment of power" (VTMH - Vertical Transport Metres per Hour) of all the ski lifts operated by the STGM are closed (the "moment of power" of each ski lift is displayed at the Points of Sale)
  - o Each ski lift to which the Ski Pass provides access is closed for a cumulative duration of more than four hours in a single day.

The Client may decide between these forms of compensation:

- The issuance of a new Ski Pass valid for a period equal to the number of days during which the operation of the ski lifts and the Tignes-Val d'Isère link were interrupted under the conditions detailed above, during the period of validity of the initial Ski Pass. In the event of an interruption during the winter, the Premiere period or the "Last Week" period, the new Ski Pass will come into effect as soon as the initial Ski Pass expires or as soon as the ski lifts resume operation, should this date be later than the expiration of the initial Ski Pass. In the event of an interruption during the summer or autumn, the new Ski Pass can be used at any time until the end of the summer or autumn during which the ski lift operation was interrupted, or
- A refund equivalent to the following amounts:

- During the summer, the autumn, the Premiere period and the "Last Week" period, the daily value of the Ski Pass multiplied by the number of days the ski lifts were not in operation under the conditions detailed above during the period of validity of the Ski Pass
- During the winter, 40% of the daily value of the Ski Pass in the event of the closure of two Essential Lifts under the conditions detailed above, 60% of this daily value in the event of the closure of three Essential Lifts under the conditions detailed above, 100% of this daily value in the event of the closure of four Essential Lifts under the conditions detailed above. The amount refunded is equal to the sum of the compensation defined for each day of closure during the period of validity of the Ski Pass.

Regardless of the period, the daily value of the Ski Pass corresponds to the public rate for one day of the Ski Pass valid on the day of the interruption, for the area to which the Ski Pass provided access and for the age category of the holder of the Ski Pass (child, adult or senior). The daily value of the Ski Pass is indicated on the STGM price list. For example, the amounts refunded for the 2022-2023 winter season are as follows:

Ski Passes	Purchase price for an adult	Daily value for an adult	1 Day of Interruption of 4 Essential Lifts and the Tignes-Val d'Isère link	1 Day of Interruption of 3 Essential Lifts and the Tignes-Val d'Isère link	1 Day of Interruption of 2 Essential Lifts and the Tignes-Val d'Isère link
2 days	€126.00	€63.00	100 % = €63.00	60 % = €38.00	40 % = €25.50
6 = 7 days	€378.00	€63.00	100 % = €63.00	60 % = €38.00	40 % = €25.50
12 = 14 days	€756.00	€63.00	100 % = €63.00	60 % = €38.00	40 % = €25.50

- Or a credit voucher, whose amount is calculated according to the same methods as for a refund, defined according to the period (please see above). This credit is non-transferable and valid for one year from the date of issue.

In order to obtain this compensation, the Client must present the original Ski Pass and the corresponding Proof of Sale at a Point of Sale if he wishes to defer the validity of the Ski Pass. In all other cases, the Client must send a request to the STGM using the contact information indicated in [Article 19](#). This request must be accompanied by the Proof of Sale and by a copy of the Ski Pass if a Ski Pass was purchased.

### 12.3. Non-usage of a Ski Pas

If a Ski Pass purchased from the STGM or one of its agents has not been used for any reason other than those mentioned in [Articles 12.1](#) and [12.2](#), the Client may obtain:

- The deferment of the Ski Pass, provided that this deferment does not lead to a change in the price of the Ski Pass or
- A refund of the Ski Pass

A partially used Ski Pass is considered used and is therefore ineligible for a deferment or refund in application of this article.

In order to have the Ski Pass deferred, the Client must present the Ski Pass and the corresponding Proof of Sale at a Point of Sale. To obtain a refund for the Ski Pass, the Client must send a request to the STGM using the contact information indicated in [Article 19](#). This request must be accompanied by a copy of the Ski Pass and the corresponding Proof of Sale.

### 12.4. Cancellation of an Activity by the STGM



If an Activity ordered from the STGM or one of its agents is cancelled by the STGM, the Client may obtain a deferment of the Activity or a refund of the order.

To obtain a deferment of the Activity, the Client must present the Proof of Sale at a Point of Sale.

To obtain a refund of the order, the Client must send a request to the STGM using the contact information indicated in [Article 19](#). The request must be accompanied by the Proof of Sale.

### **ARTICLE 13. RIGHT OF WITHDRAWAL AND RIGHT OF RENUNCIATION**

The Client does not benefit from the right of withdrawal provided for in the French Consumer Code if he purchases a Ski Pass or a ticket to access an Activity on the Website, on the PPU 2/7 Website or at a Kiosk.

Subscribing to an Insurance policy is subject to the provisions relating to the right of renunciation in the event of multiple insurance policies as stated in the French Insurance Code. Specific information on exercising this right is available on the website at <https://www.carrenergie.com>.

The Client has a period of fourteen calendar days from the date of the order to withdraw from the payment agreement provided for in [Article 7.3](#), by directly declaring his decision by e-mail to the following address: [support@getalma.eu](mailto:support@getalma.eu).

### **ARTICLE 14. LIABILITY**

It is the Client's responsibility to choose the Ski Pass, Activity or Insurance best suited to his needs and limitations.

Restrictions of access, such as the age or physical condition of the user, may apply to certain ski lifts and Activities. These restrictions can be consulted at the Points of Sale, on the Website, on the PPU 2/7 Website and at the departure point of each ski lift.

The STGM shall not be held liable for any chosen Ski Pass, Activity or Insurance deemed unsuitable to the needs and limitations of the Client by the user of the Ski Pass, the person registered for the Activity or the person benefiting from the Insurance.

### **ARTICLE 15. REFUSAL OF SALE**

The STGM reserves the right to refuse the sale of a Ski Pass to any Client if all the following conditions are met:

- The Client's behaviour (a state of drunkenness or suspected drunkenness, violent behaviour, etc.) presents a danger to himself, to other users of the ski lifts operated by the STGM, to the personnel of the STGM or to the latter's equipment
- The Ski Pass is immediately usable
- The Client wishes to use the Ski Pass himself.

### **ARTICLE 16. PERSONAL DATA**

#### **16.1. Purpose and basis of the processing of personal data**

The personal data collected when purchasing a Ski Pass, ordering an Activity or subscribing to Insurance is processed in order to:

- Process the order. This processing is necessary for the execution of the contract concluded between the STGM and the Client
- Send the Client promotional offers, newsletters, invitations to participate in games or contests or satisfaction surveys. This processing is based, in the case of messages sent by the STGM, on the latter's legitimate interest to develop its activities and, in the case of messages sent by partners of the STGM (Tignes Tourist Office, commercial partners, companies affiliated with the STGM), on the Client's consent
- Respond to requests for information, comments and complaints from the Client. This processing is based on the Client's consent.

## 16.2. Data controller

The above-mentioned processing operations are carried out under the responsibility of the STGM, represented by its Managing Director, whose contact details are indicated in [Article 1](#).

## 16.3. Recipients of personal data

The data collected are intended for:

- The STGM
- If the Client makes a payment by cheque: the Banque de France as the official manager of the FNCI (Fichier National des Chèques Irréguliers - National Irregular Cheque Register) and the company Mantis, appointed by the Banque de France to operate the Vérifiance system
- If the Client pays for an order in several instalments: the company Alma
- Service providers whose participation is necessary to carry out the above-mentioned processing
- Partners of the STGM (Tignes Tourist Office, commercial partners, companies affiliated with the STGM) if the Client has granted consent.

These data may be transferred to a non-member country of the European Union. The Client may obtain information on this transfer and any applicable guarantees from the STGM.

## 16.4. Duration of retaining personal data

The collected data are kept for the following durations:

- Data used to process an order:
  - o If the order is not placed electronically, for five years from the date of collection
  - o If the order is placed electronically, for five years from the date of collection if the amount of the order is less than €120; for ten years from the date of collection if the amount of the order is equal to or greater than €120.

As an exception, the number and expiration date of the bank card are kept for fifteen months from the last debit date as proof in the event of a dispute over the transaction. The cryptogram is not retained after the transaction.

Additionally, as an exception, the photograph is kept until the end of the validity of the Ski Pass to which it is associated.

- Data used to send the Client promotional offers, newsletters, invitations to participate in games or contests or satisfaction surveys: for three years from the date of collection. This period is renewed for each significant interaction between the Client and the STGM (new order, request for information, etc.)
- Data used to respond to the requests by the Client for information, comments and complaints: for the time necessary to process these requests, comments and complaints.

## 16.5. Rights of persons whose data are processed

The person whose data are processed may have access to the data concerning himself, have them corrected or deleted, transfer them or have them transferred to a third party, obtain a restriction on their processing or object to their processing. The person may also withdraw his consent regarding the processing of his data, although the

withdrawal of such consent will not affect the lawfulness of the processing carried out prior to such withdrawal. To exercise these rights, the person must send a request to the Data Protection Officer of the STGM, using the contact information indicated in [Article 19](#).

The STGM shall abide by this request, subject to compliance with the obligations incumbent upon it. In the interest of protecting personal data, the STGM reserves the right to ask the person concerned for proof of identification before responding to this request.

Finally, the person whose data are processed may submit a complaint to the Commission Nationale de l'Informatique et des Libertés (CNIL) if he believes that his rights are not being respected. The contact details of the CNIL are as follows: CNIL, 3 place de Fontenoy, TSA 80715, 75334 Paris Cedex 07, France – Telephone number: +33 (0)1 53 73 22 22 - Fax: +33 (0)1 53 73 22 00 - Website: <https://www.cnil.fr/fr/plaintes>.

Furthermore, the person whose data are processed may register on the telephone anti-solicitation list free of charge on the website <https://www.bloctel.gouv.fr>.

## **ARTICLE 17. COMMUNICATION OF THE TERMS AND CONDITIONS OF SALE AND DETAILS OF THE ORDER**

The Client may obtain a copy of the Terms and Conditions of Sale.

In addition, if the Client has placed an order by electronic means, he may have access to the details of his order, as well as the Terms and Conditions of Sale applicable on the date of the order, for a period of 5 years following the order if the amount is less than €120 including all taxes, and for a period of 10 years if the amount is equal to or greater than €120 including all taxes.

To do so, the Client must send a request to the STGM using the contact information indicated in [Article 19](#).

## **ARTICLE 18. TRACKING AN ORDER**

When purchasing a Ski Pass on the Website or on the PPU 2/7 Website, the Client may obtain information on his order by sending an e-mail to the following address: [vad.tignes@compagniedesalpes.fr](mailto:vad.tignes@compagniedesalpes.fr).

## **ARTICLE 19. REQUESTS AND COMPLAINTS**

The Client may send any request or complaint relating to the processing of his personal data:

- By postal mail to the following address: STGM, Protection des données personnelles, BP 53, 73321 Tignes, France, or
- By sending an e-mail to: [stgm.privacy@compagniedesalpes.fr](mailto:stgm.privacy@compagniedesalpes.fr).

The Client may obtain information concerning the FNCI (Fichier National des Chèques Irréguliers - National Irregular Cheque Register) and access the data concerning himself in the FNCI by contacting the Banque de France.

The Client may send any request or complaint concerning the payment in several instalments to Alma, by sending an e-mail to the following address: <https://support.getalma.eu>.

The Client may send any other request or complaint, within two months following the occurrence of the event resulting in the claim:

- Via the website: <https://www.ticketoski.fr/fr/tignes>

- Or by postal mail to the following address: STGM, Service clients, Gare de la Grande Motte, BP 53, 73321 Tignes Cedex, France.

## **ARTICLE 20. SETTLEMENT OF DISPUTES**

Should a dispute arise between the Client and the STGM relating to the validity, interpretation or execution of the Terms and Conditions of Sale, the Client may have recourse, free of charge, to a conventional mediation procedure or any other alternative dispute resolution method.

The Client may have recourse to a mediation procedure:

- By contacting the AFEFAME Consumer Mediator, in accordance with the procedures specified on the website <https://mediateur-consommation-afepame.fr>, in the event of a dispute concerning the payment in several instalments.
- For other matters, by contacting the Tourism and Travel Ombudsman (MTV Médiation Tourisme Voyage, BP 80 303, 75 823 Paris Cedex 17, France – Telephone number: +33 (0)1 42 67 96 68 - E-mail: [info@mtv.travel](mailto:info@mtv.travel)) in accordance with the procedures defined on the website <https://www.mtv.travel> and within a maximum period of one year from the date of the written complaint submitted to the STGM.

The Client may also have recourse to the online dispute resolution platform established by the European Commission, accessible at the website <https://webgate.ec.europa.eu/odr/>.

In the event of a failure to reach an amicable settlement, the Client may pursue legal action in a jurisdiction territorially competent under the French Code of Civil Procedure, or in the jurisdiction of the Client's residence at the time of concluding the contract or at the time of the occurrence of the injurious event.

## **ARTICLE 21. EFFECTIVE DATE OF THE TERMS AND CONDITIONS OF SALE**

The Terms and Conditions of Sale shall take effect on 3 November 2022.

## **ARTICLE 22. MODIFICATION OF THE TERMS AND CONDITIONS OF SALE**

The STGM reserves the right to modify these Terms and Conditions of Sale at any time.

## **ARTICLE 23. TRANSLATION OF THE TERMS AND CONDITIONS OF SALE**

Should there arise any contradiction between the Terms and Conditions of Sale in French and the Terms and Conditions of Sale in another language, the Terms and Conditions of Sale in French shall prevail.

## **ARTICLE 24. APPLICABLE LAW**

The Terms and Conditions of Sale are governed by French law.