

<b>GENERAL TERMS AND CONDITIONS OF USE OF SKI LIFT PASSES</b>
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**COMPANY TELEPHERIQUES DE VAL D'ISERE (S.T.V.I)**

Simplified joint-stock company with capital of €2,737,800.00

Chambéry Company Trade Register (RCS) no.: 380 241 513

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Registered with ORIAS as an intermediary insurance agent under the number 18001212 ([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 Defense Cedex, France.

Operator of the VAL D'ISERE ski area,

Hereinafter referred to as the "Operator".

**ARTICLE 1. GENERAL INFORMATION**

The present general terms and conditions apply to all ski lift Passes (hereinafter referred to as "Pass(es)") issued by the Operator, which allow access to the ski areas of Val D'Isère or its related ski area, Val d'Isère + Tignes.

The present general terms and conditions shall be applicable from **24 November 2018** and valid only for the winter season.

The Terms and Conditions of Passes valid for the summer season are defined in a separate document.

The present general conditions are supplemented by the General Terms and Conditions of Sale of the entity that engages in the sale of the Pass to the User.

Should any provision herein be found lacking, it shall be considered governed by the current practices in force in the ski lift industry and for companies whose registered office is located in France.

The acquisition of a Pass implies that the individual (hereinafter referred to as the "User") has full knowledge of and accepts all the present general terms and conditions, without prejudice to common forms of legal recourse.

**IMPORTANT:**

Every **Pass** issued shall result in the delivery of a **proof of purchase**, upon which the ski area and category (adult, child, etc.), its validity date limit, the Keycard number of the **ski lift pass** and any insurance subscription are mentioned.

This **proof of purchase** must be imperatively conserved by the User, who must present it to the Operator in the event of an inspection as well as to support any request (e.g. loss or theft of Pass, emergency, misuse, complaint...) on behalf of the Operator or the Company Téléphériques de la Grande Motte (STGM - operator of the Tignes ski area), if applicable.

**The Pass is strictly personal and non-transferable, unless the Pass corresponds to the shortest duration on the price chart.** The User is therefore responsible for retaining his Pass to ensure it cannot be used by a third party.

## ARTICLE 2. INSPECTION OF PASSES

Every Pass issued on a numbered physical medium shall be used for a predetermined validity period and age category. The information on the card regarding the validity of the Pass has no contractual value. Only the information contained on the chip of the physical medium shall be binding.

All Passes allow free usage of the ski lifts in the authorised ski area during the validity period issued, without any priority whatsoever.

The validity area of the Pass is defined on the slopes/piste map for the ongoing winter season and during the ski lift opening hours, posted at the Operator's points of sale and/or at the ski lift departure area, **subject to meteorological and snow conditions.**

**Any User with a Pass providing access to the ski area of Val d'Isère/Tignes must make his first passage of the day at the ski area where he bought his Pass. (Val d'Isère or Tignes, whichever may apply).**

The Pass (accompanied by the **proof of purchase**) must be kept on the User during all transport via ski lift, from departures through arrivals, so it can be detected by the automatic control system or presented to Inspectors, duly appointed by the Operator or STGM, who have the right to such verification.

**Should an Inspector observe the User's absence of a Pass, the usage of an invalid Pass or a User disregarding the policy regulations displayed at ski lift points,** the offender can regularise the situation through an immediate transaction of payment of a lump sum in addition to any applicable fees of the ski pass.

The amount of this lump sum can equal up to **five (5) times the value of the Day Ski Pass, in accordance with applicable regulations** (Articles L342-15, R342-19 and R342-20 of the Tourism Code and Articles 529-3 et al. of the Code of Criminal Procedure).

Inspectors can demand the presentation of any documents justifying the tariff benefits granted to the User and Pass-holder in case of a reduced tariff or complementary Pass. The various age categories are systematically verified at ski lift points, signified by different illuminated colours.

If the offender is unable or unwilling to immediately pay the sum required, therein refusing to complete the transaction, an official report of the offense shall be written up by the Inspector. Should the User fail to make an immediate payment directly to the Inspector, the latter has the right to demand justification of the identity and address of the offender.

If the offender refuses or is unable to justify his identity, the inspector shall immediately report the fact to any competent officer of the national police or national gendarmerie of the appropriate jurisdiction, who may then demand that the offender be brought forth immediately.

The procedure described in the preceding paragraph shall be terminated immediately if the offender proceeds to pay all the required fees related to the transaction.

The offender has a limited time, as provided by law:

- To settle the amount of the transaction which includes:
  - o A possible payment for the Ski Pass;
  - o The lump sum payment;
  - o Administrative fees, in accordance with the provisions of article 529-4 of the Code of Criminal Procedure;
- Or to send a letter of contestation to the Operator.

If payment is not made within the legal deadline and a contestation is not filed, the offender is subject to criminal prosecution in accordance with the provisions of Article 529-5 of the Code of Criminal Procedure.

Finally, the fraudulent use of a Pass (expired, falsified, counterfeit, used by a third party...) shall result in its immediate withdrawal and, if required, the filing of legal proceedings.

### **ARTICLE 3. DEFECTIVE PHYSICAL MEDIUM**

User instructions: To facilitate the transmission of information encoded while passing through control terminals, the Pass must be worn on the left side, preferably separate from a mobile phone, keys and any item made wholly or partially of aluminium.

The physical support must not be bent, torn, punctured or placed near a heat source.

Should the card fail to function or prove technically defective, the Operator will replace the card, at its cost, from the date of return of the latter at one of the Operator's points of sale.

However, after verification, if the defectiveness of the Ski-Card is due to the User (e.g. disregarding the user instructions), the Operator shall charge the User for the cost of replacement of the non-functioning physical medium, based on the applicable price.

In the event the defective physical medium was issued by the STGM, the request cannot be processed by the Operator.

The User must send his request to the STGM in accordance with the General Terms and Conditions of Use of Ski Lift Passes established by the latter.

### **ARTICLE 4. LOSS OR THEFT OF PASSES**

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

Therefore, in case the lost or stolen Pass was issued by the STGM, the request cannot be processed by the Operator.

The User must send his request to the STGM in accordance with the General Terms and Conditions of Use of Ski Lift Passes established by the latter.

- **Information to provide**

In case of loss or theft of a Pass with a **residual duration of more than one (1) day**, the User must file the declaration at a point of sale of the Operator and present the corresponding **proof of purchase**.

- **Processing fees**

To obtain a duplicate, the User must also pay a **processing fee** at the fixed rate of ten euros including all taxes (€10.00, all taxes included.).

- **Issuing a duplicate**

- Any Pass officially declared by the User as lost or stolen to the Operator, will be deactivated by the latter and no longer allow access to the ski area.
- Subject to regulatory verifications, the same day the declaration of loss/theft is submitted to a point of sale of the Operator before the closing time of the latter, the User may pick up a duplicate (valid for the remaining time of the Pass) from this point of sale.

- **PLEASE NOTE:** Any Pass with a residual duration of less than or equal to one (1) day, declared lost or stolen, cannot result in the issuance of a duplicate pass. The same applies to other Passes for which the User cannot provide the information required for duplicate issuance, and the User is prohibited from taking legal recourse against the Operator.

## **ARTICLE 5. RESPECT OF SAFETY REGULATIONS**

All Users are obliged to respect the safety regulations relating to ski lift transportation; notably the policy regulations displayed at the ski lift departure points, the accompanying pictograms as well as all instructions given by the Operator's staff, subject to a penalty.

The same applies to the municipal decree relating to safety regulations for ski slopes; the User is recommended to familiarise himself with the "10 rules of good conduct for ski slope users" published by the International Ski Federation (FIS).

## **ARTICLE 6. PROTECTION OF PERSONAL DATA**

### **User transport:**

Personal data of User transport is collected for the management of access operations for ski lifts and for the verification of Passes.

This data processing is based on a contract of transport to which the User is a party.

Collected data is intended for the Operator, and, where applicable, for the company STGM in its capacity as operator of the connected ski area.

The collected data is kept for the time required to achieve the above-mentioned purposes.

### **Verification of Passes:**

The personal data collected by Inspectors during Pass verifications are the subject of processing related to the follow-up of the infringements recorded within the framework of the police of public land transport services. The processing is based on the legitimate interest of the Operator to fight fraud.

All the information collected by the Operator for the treatment mentioned above is mandatory.

The data collected is intended for the Operator and, where appropriate, exclusively prosecutorial authorities. The collected data is kept for the following periods of time:

- In the event of the lump sum payment, the data relating to offenders and offenses is deleted when the payment is made. This data, however, may be archived on an independent external database, accessible exclusively to authorised agents of the Operator and for specific requests, for a maximum additional period of two years from the confirmed payment of the sum(s) due.
- In the case of non-transactional offenses, data on offenders and recorded offenses are retained for up to twelve consecutive months to determine whether the committed offense is provided for in Article L. 2242-6 of the Transport Code. This data is also archived on an independent external database, accessible only to authorised agents and for specific requests, for an additional maximum of two years from the conclusion of the twelfth month in the computer database.

### **Common provisions:**

All the data processing mentioned above is carried out under the responsibility of the Operator, represented by Mr Olivier SIMONIN, General Director, whose contact details are indicated in the header of these General Terms and Conditions of Use.

All the data may be transferred to a non-member country of the European Union. The Client can obtain additional information on the sharing of data and applicable guarantees from the Operator.

In order to preserve the confidentiality and security of personal data and in particular to protect such data from unlawful or accidental destruction, accidental loss, accidental alteration, unauthorised disclosure or unauthorised access, the Operator implements appropriate technical and organisational measures, in accordance with applicable legal provisions. To this end, it has put in place technical measures (such as firewalls) and organisational measures (such as an identification/password system, physical means of protection, etc.).

The User reserves the right to access the data concerning himself and to have the data rectified or deleted, to transfer the data or have it transferred to a third party, to impose a limitation of its usage or refuse its usage. The Operator shall comply with this request, subject to adherence to legal obligations incumbent upon it.

The User may exercise these rights:

- By postal letter sent to the following address: Société des Téléphériques de Val d'Isère– Service Protection des données personnelles – Gare Centrale – 73150 VAL D'ISERE, FRANCE; or
- By sending an email to the following address:

[privacy.valdiseretelepheriques@compagniedesalpes.fr](mailto:privacy.valdiseretelepheriques@compagniedesalpes.fr)

In the interest of confidentiality and protection of personal data, the Operator must be able to verify the identity of the User in order to respond to his request. For this purpose, the User must provide, taking into account the exercise of the aforementioned rights, a photocopy of an official identity document, mentioning date and place of birth and bearing his signature, in accordance with the provisions of law n° 78-17 of 6 January 1978, known as the "Loi Informatique et Libertés" (French Data Protection Act), Article 92 of the decree of 20 October 2005 for the application of this law, and the European regulation 2016/679 of 27 April 2016 on the protection of natural persons regarding the processing of personal data and the free sharing of such data.

Finally, the User has the right to file a complaint with the CNIL (French Data Protection Authority), if the Client considers that his rights have been breached. Contact information of the CNIL: Commission Nationale de l'Informatique et des Libertés, 3 place de Fontenoy, TSA 80715, 75334 Paris Cedex 07, France – Tel.: +33 (0)1 53 73 22 22 – Fax: +33 (0)1 53 73 22 00 – Website: <https://www.cnil.fr/fr/plaintes>.

In application of Article 90 of Decree no. 2005-1309 of 20 October 2005, the User can receive the information presented above in written form, upon simple verbal or written request addressed to the aforementioned services.

## **ARTICLE 7. CO<sup>2</sup> REPORTING FOR TRANSPORT SERVICES**

In application of Article L 1431-3 and D1431-1 to 1431-23 of the Transport Code, the Operator shall provide notification of the following CO<sup>2</sup> information regarding ski lift transport:

- The CO<sup>2</sup>e transport for a 1-day Val d'Isère Pass is 37.9 g CO<sup>2</sup>e, equivalent to a car route of 0.271 km;
- The CO<sup>2</sup>e transport for a 1-day Winter Tignes-Val d'Isère Pass is 50.91 g CO<sup>2</sup>e, equivalent to a car route of 0.364 km;
- The CO<sup>2</sup>e transport for a Val d'Isère passage is 3.0 g CO<sup>2</sup>e, equivalent to a car route of 22 metres.
- The CO<sup>2</sup>e transport for a Val d'Isère Pedestrian Pass is 6.1 g CO<sup>2</sup>e, equivalent to a car route 43 metres.

*Method of calculation: 6g CO<sup>2</sup>e /kwh /100% renewable energy /diesel fuel car 140g/km (class C, current average).*

For further information, please contact: STVI – Service Qualité Sécurité Environnement– Gare Centrale – 73150 VAL D'ISERE, FRANCE.

## **ARTICLE 8. TRANSLATION – APPLICABLE LAW – SETTLEMENT OF DISPUTES**

Should the present general terms and conditions be drawn up in several languages, it is expressly understood that the French version of the present general 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 general terms and conditions, the French version should be expressly and exclusively referred to.

The present 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 dispute regarding validity, interpretation or application of these terms and conditions, the User has the right to free recourse to a conventional mediation, or any other alternative means of resolving a dispute. We inform the Client of his right to a procedure of mediation, conducted by the **Tourism and Travel Mediator** (MTV Médiateur du Tourisme et du Voyage: BP 80303, 75823 Paris Cedex 17, France), according to the conditions detailed on their site [www.mtv.travel](http://www.mtv.travel), within one (1) year of the date of the written complaint sent to the Operator.

The User can also contact the European Dispute Resolution Platform, accessible on the internet at the following address: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>.

In the event of a failure to reach an amicable settlement, the User can pursue legal action in either a jurisdiction territorially competent under the Code of Civil Procedure, or in the jurisdiction of the location where he was present at the time of entering the contract or where the injurious event occurred (Article R. 631-3 of the Consumer Code).