

**GENERAL TERMS AND CONDITIONS OF SALE
OF SKI LIFT PASSES AND PRODUCTS**

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 the ORIAS as an intermediary insurance agent under the number 18001212 (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 Val d'Isère + Tignes (space linked to the ski area of Tignes) and to the Products.

The present general terms and conditions are applicable from 10 August 2020 and valid exclusively for the winter season.

The terms of sale of Passes valid for the summer season are defined in a separate document.

These general terms and conditions are supplemented by the General Terms and Conditions of Use of Ski Lift Passes, attached.

Online purchases (on the website, kiosks for purchasing/recharging) are also subject to the Specific Terms and Conditions of Online Sales posted at the corresponding sales channel.

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

The purchase of a Pass implies that the individual (hereinafter referred to as "Client(s)") has full knowledge of and accepts all the present general terms and conditions, without prejudice to usual methods of recourse.

These conditions concern exclusively natural persons identified as consumers, as defined by the preliminary article of the Consumer Code.

The Client acknowledges all responsibility to remain informed of the categories of Passes and proposed tariffs and to select the most suitable option. Under no circumstance shall the Operator be held liable for the Client's choice.

ARTICLE 2. GENERAL TERMS AND CONDITIONS OF SALE OK SKI LIFT PASSES

Article 2.1. Descriptive of the ski lift passes

The Pass is issued on a physical medium mentioning its number, the "Keycard number", and includes a **proof of purchase**.

The duration of a Pass stating the number of days implies "consecutive days" of a specific dated period.

Other Passes that may be available for purchase:

- "Consecutive Days" Passes, non-dated:

Their period of validity is the ongoing winter season. The Pass is activated from the first passage through the first "hands free" ski lift point. At the end of the season, if the credit of days has not been completely used, the remaining credit cannot be carried over to a later date, nor refunded or exchanged. (Refer to the offer conditions "Offer a ski pass" posted at points of sale and online).

- "Non-consecutive Days Passes":

Their period of validity is the ongoing winter season. At the end of the specified period, if the credit of days has not been completely used, the remaining credit cannot be carried over to a later date, nor refunded or exchanged.

The Operator, in its capacity as an Intermediary Insurance Agent, proposes the purchase of a "Carré Neige" insurance contract to the Client, in addition to the Pass purchase.

The contract is subject to the insurance conditions, which the Client may consult at points of sale or download either directly from its website www.carreneige.com or through a hypertext link on the Operator's website (www.valdisere.ski).

IMPORTANT:

The issuance of each Pass results in a **proof of purchase**, which states the ski area and category (adult, child...), the validity period, the Keycard number of the ski pass and, if applicable, the insurance contract number.

This **proof of purchase** must imperatively be retained by the Client, who must be able to present it to the Operator upon demand in case of inspection or specific circumstances (e.g. emergency, loss or theft of Pass, misuse, complaint).

Article 2.2. Physical medium of passes

The Pass is issued on a physical medium mentioning its number, the "Keycard number", and includes a **proof of purchase**.

The card is rechargeable and reusable once or several times, within the limit of the non-technical alteration of the physical medium. This card, incorporating a chip, encoded with or recharged with the ski pass, provides access to one of the ski areas referred to above and is issued free of charge by the Operator when the Pass is ordered (at points of sale, automatic kiosks or on the website www.valdisere.ski).

The card for "season" passes, since it has the advantage of better-adapted and resistant technology that lasts over time. This is issued free of charge by the Operator for any purchase of a season Pass

The name, surname and date of birth are mentioned on the card (cf article 10)

No new passes can be registered if the initial pass encoded on the physical card has not expired. Should this occur, by default, the initial pass will be irrevocably cancelled and the Client cannot claim any compensation. Only the registration of an extension of the ski area will remain possible.

The title-holder of a physical pass does not benefit from any reduction on the price of the ski lift pass if he recharges it at a point of sale or online.

Article 2.3. Photograph of the client

To obtain a “season” Pass, the Client must present a recent form of photo ID, showing the frontal view of the Client’s face, without sunglasses or head covering.

The photo will be kept by the Operator in the computer ticketing system to facilitate any possible recharging or reissuing of the Pass, on condition of the Client’s prior consent (see “Protection of Personal Data”).

Article 2.4 Tariffs & payment methods

2.4.1. Tariffs

The public tariffs for ski passes and Carré Neige insurance are posted at the Operator’s points of sale and on the website www.valdisere.ski. Price lists are also available at the points of sale and Offices of Tourism.

These tariffs are expressed in Euros and include all taxes; they are established based on applicable taxes at the time of sale and are subject to potential changes in tax rates that may occur.

Discounts and complementary products are offered to various categories of persons according to the conditions posted at points of sale or on the website. At points of sale, these discounted or free products are issued upon presentation of official ID documents to justify the special rate. Photocopies of ID will not be accepted. No discounts or complementary products shall be granted after purchase.

All discounts will be applied based on the "solo or individual adult fare" and cannot be combined with any other offer or promotion in progress.

Moreover, certain offers or promotions may be exclusively available and/or reserved for specific sales channels (e.g. the website).

In all cases, the age of the Client shall be determined by the person’s age on the day of the beginning of validity of the Pass to be issued.

2.4.2 Payment methods

All issued Passes require payment of the corresponding tariff.

These payments are to be made in Euros either by cheque drawn from a French bank account, payable to the order of the Operator, or in cash within the regulatory limits (see Articles L112-6 and D112-3 of the Monetary and Financial Code), by bank card accepted by the Operator (French bank card, American Express, Visa, Mastercard) or by holiday vouchers of the ANCV (French National Holiday Voucher Agency).

For all payments by cheque, the presentation of a valid identity document in the name of the chequebook holder is required.

Article 2.5.. Interruption of ski lift operation

2.5.1. If the Client chooses a “half-day” or “1 day” Pass

The Operator offers reduced rates on the “half-day” or “1 day” Pass, in the event of bad weather or snow conditions that have a significant impact on ski-lift operating conditions. (See the conditions at cashier points).

2.5.2. If the Client chooses a “Stay Pass” (=Pass for 2 to 15 days , not including “season” Passes and other non-consecutive-days Passes).

Only in the case of an **interruption of at least one day AND interruption of over seventy-five percent (75%) of the ski lifts** (percentage calculated according to the **VTFH (Vertical Transport Feet per Hour) of ski lifts** corresponding to the production of theoretical capacity in number of skiers per hour x vertical rise) to which the Pass provides access - and except in cases of force majeure - will the Operator consider compensation for damage incurred by the Client, titleholder of a "Stay Pass".

A chart of ski lifts and their VTFH are posted at points of sale of the Operator.

In this case, the Client is redirected by the reception service or by the sales representatives to the Operator's compensation request platform: <https://ticketoski.fr/fr/val-d-isere>.

Once the qualifying factors outlined in paragraph one of this section have been established, compensation is determined according to the number of days during which the Client could not use his Pass due to the interruption of service; in any event, the last day taken into consideration shall be the expiration day of the validity of the Pass in question.

The client may choose compensation among the options listed below (this choice is irrevocable and cannot be called into question for any reason whatsoever):

1. **Extension** of the period of validity of the Pass concerned by issuing a new Pass, of the same type and of a duration equal to the number of compensable days as defined above (which shall begin on the day after expiration of the initial Pass, or from the first day of the resumption of service, if later than this date).
2. Receipt of a **credit voucher**, which must be used before the end of the winter season following the ongoing Season (S+1). The amount of this credit is calculated according to the method described in point 3 below.
3. **Reimbursement**, calculated on a pro-rata basis, according to the number of days the ski lifts were interrupted.

For example, in the case of an interruption of more than 75% of the ski lifts as indicated above for a period of three (3) days, the Client, titleholder of a six (6) day Pass will be reimbursed for 3/6^{ths} of the purchase price of his Pass.

No compensation can be granted before the expiry date of the Pass in question.
The Client cannot claim any sum or benefit exceeding the chosen compensation.

The compensation request, accompanied by the relevant documents (the original or scan of the Pass and proof of purchase), must be provided to the Operator, in compliance with the procedure defined in Article 7 below.

Compensation shall be awarded no later than two (2) months following the receipt of all documents relating to the compensation request.

NB: Only Passes which Clients obtained from and paid for directly to the Operator may result in compensation.
In all other cases, the Client must refer to the General Conditions of Sale of the entity where the Pass was purchased.

Article 2.6. Reimbursement

If Passes issued are unused or not fully consumed, they cannot be reimbursed or exchanged, except in circumstances detailed in Article 5 above.

The Client may subscribe to specific insurance which covers this type of risk and which may also cover rescue fees in the event of an accident on the ski slopes or ski lifts. All related information is available at points of sale.

ARTICLE 3. GENERAL TERMS AND CONDITIONS OF SALE OF THE PRODUCTS

Article 3.1. Descriptive of the products

The present conditions applies for the following Product:

- Thermos flask (Qwetch Bellevarde, Qwetch Solaise, Qwetch Fornet)
- Mug (Bellevarde, Solaise, Fornet)
- Poster (Val d'Isère, Le Kiff)

Article 3.2. Tariffs & payment methods

3.2.1. Tarifs

The public tariffs for ski passes and Carré Neige insurance are posted at the Operator's points of sale and on the website www.valdisere.ski. Price lists are also available at the points of sale and Offices of Tourism.

These tariffs are expressed in Euros and include all taxes; they are established based on applicable taxes at the time of sale and are subject to potential changes in tax rates that may occur.

3.2.2 Payment methods

All issued Passes require payment of the corresponding tariff.

These payments are to be made in Euros either by cheque drawn from a French bank account, payable to the order of the Operator, or in cash within the regulatory limits (see Articles L112-6 and D112-3 of the Monetary and Financial Code), by bank card accepted by the Operator (French bank card, American Express, Visa, Mastercard) or by holiday vouchers of the ANCV/Connect (French National Holiday Voucher Agency).

For all payments by cheque, the presentation of a valid identity document in the name of the chequebook holder is required.

3.2.2. Delivery

The delivery is only available in one of the sale point in the resort.

ARTICLE 4. COMMON DISPOSITION

Article 4.1. Complaints

All complaints must be addressed to the Operator within a period of two (2) months following the beginning of the occurrence that prompted the complaint, without prejudice to recourse and deadlines of mediation and/or without pursuing legal action defined in article 10.

All claims must be sent to the following address:

SOCIETE DES TELEPHERIQUES DE VAL D'ISERE (STVI)

Service Relations Clientèle

Gare Centrale

73150 VAL D'ISERE

FRANCE

Or on the Internet at the address <https://ticketoski.fr/fr/val-d-isere>.

Article 4.2. Force majeure

Any event of Force majeure (See article 1218 of the French Code civil) will cancelled the contract.

Article 4.3. Intellectual property

The Client acquires no ownership or user rights and is prohibited from using the names, signs, symbols, logos, brands, copyright or other literary, artistic or industrial property rights of the Operator.

Article 4.4. Protection of personal data

Personal data collected during the sale of ski Passes is processed with the purpose of:

- Processing the order. The use of data is necessary to execute the sales contract that the Client concludes with the Operator;
- Sending the Client promotional offers, newsletters, invitations to participate in games or contests and satisfaction surveys. Messages sent by the Operator are based on the legitimate interest of the latter to develop its activities; messages sent by the Office of Tourism of Val d'Isère, or by commercial partners of the Operator and its affiliated companies (Compagnie des Alpes Group), process the data based on the Client's consent.
- Responding to inquiries, comments and complaints filed by the Client. This usage is based on the Client's consent.

All data requested by the Operator for issuing the Pass is compulsory. Providing other information is optional.

The data processing 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.

The collected data is intended for:

- The Operator;
- All providers whose involvement is required for carrying out the processing mentioned above;
- The Val d'Isère Office of Tourism, commercial partners of the Operator and affiliated companies (Groupe Compagnie des Alpes), if the Client has granted consent.

The collected 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.

The data is kept for the following periods of time:

- Data collected to process orders for products and services: for five years from time of collection if the amount of the order is inferior to €120, for ten years if the amount of the order concluded electronically is equal to or greater than €120. By exception, the number and expiry date of the Client's bank card are kept on file in all cases for 15 months after the last debit date for evidence purposes in the event of a dispute of the transaction carried out remotely.
The cryptogram is not retained after the transaction.
- Photographs necessary for the purchase of a Pass requiring a photograph are kept for three years from the date of collection, to facilitate the reissue of the Pass from one season to another, provided the Client has consented thereto;
- Data collected to send the Client informative letters, satisfaction surveys and promotional offers is kept for three years from the time of collection. At the end of this period, this data is retained for a further period of three years if the Client agrees to continue to receive newsletters, satisfaction surveys and promotional offers from the Operator.
- Data collected to respond to requests for information, comments and claims sent by the Client is kept during the time necessary to process these requests, comments and claims.

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 has implemented 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 a username/password system, physical means of protection, etc.).

The Client reserves the right to access the data concerning himself, 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 will consent to this request, subject to compliance with legal obligations incumbent upon it.

The Client has the right to withdraw his consent regarding data processing concerning himself at any time. The withdrawal of his consent does not affect the lawfulness of the processing carried out prior to such withdrawal.

The Client can 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

In the interest of confidentiality and protection of personal data, the Operator must be able to verify the identity of the Client in order to respond to a request. To this end, the Client must provide, taking into account the exercise of the aforementioned rights, a photocopy of an official valid identity document, mentioning date and place of birth and bearing his signature, in accordance with the provisions of the law no. 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 cited for the application of this law, and of 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 Client has the right to file a complaint with the CNIL (French Data Protection Authority), if the Client considers 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 Client can receive a written response regarding the information detailed above, upon simple verbal or written request, addressed to the aforementioned entities.

Finally, the Client can register, at no cost, to enlist to oppose calls by telemarketers in order to no longer be solicited by a professional with whom the Client has no current contractual relationship, in accordance with Article L 223-2 of the Consumer Code. (<http://www.bloctel.gouv.fr>).

Article 4.5. 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 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 general terms and conditions are subject to French law for all interpretation and application.

In accordance with Article L 211-3 of the Consumer Code, should there arise a dispute regarding the validity, interpretation or application of these terms and conditions, the Client has the right to free recourse to a conventional mediation procedure, or any other alternative means of dispute resolution. We inform the Client of his right to a process of mediation, conducted by the **Tourism and Travel Mediator** (MTV Médiation Tourisme Voyage, BP 80 303, 75823 Paris Cedex 17, France) according to the conditions detailed on the website www.mtv.travel, within one (1) year of the date of the written complaint sent to the Operator.