

## GENERAL TERMS AND CONDITIONS OF SALE OF SKI LIFT PASSES AND SUMMER ACTIVITIES

### COMPANY DEUX ALPES LOISIRS

Limited company with capital of €8,899,133.96

Grenoble Company Trade Register (RCS) no.: 064 501 406

Registered office: Immeuble Le Meijotel – 38 860 DEUX ALPES

Intra-community VAT no.: FR 94 064 501 406

Telephone no.: +33 (0)4 76 79 75 01

Email address: skipass.DAL@compagniedesalpes.fr

Insured for professional indemnity under the conditions provided for in Article L220-1 of the Insurance Code with Allianz IARD – 1, cours Michelet – CS 30051 – 92076 Paris La Défense Cedex.

Hereinafter referred to as the “Seller”

### ARTICLE 1. APPLICATION FIELDS

The present general terms and conditions apply to all lift Passes (hereinafter referred to as “Pass(es)”) opening access the main summer activities namely the glacier (hereinafter the “Ski”), the bike park (hereinafter the “MTB”) and the walking trails (hereinafter the “Pedestrian”), and the secondary summer activities (hereinafter referred to as “Summer Activity(ies)”) issued by the Seller.

The present general terms and conditions are applicable and valid **from 28 April 2019** and valid exclusively for the summer season.

The terms of sale of Ski Lift Passes valid for the summer season and the main features of the Summer Activities are defined in a separate document.

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

Regarding online purchases of Passes (website, terminals for purchase / reloading or tablets), they are supplemented by Specific Online Sales Conditions displayed on the corresponding sales channel.

It is specified that Summer Activities are not commercialised online.

Should any provision herein be found lacking, it shall be deemed to be 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 and/or the purchase of a Summer Activity 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 characterised as consumers as defined by the preliminary article of the Consumer Code.

The Client acknowledges responsibility to remain informed of the categories of Passes, of the Summer Activities, and proposed tariffs and to select the most suitable option

according to his needs. Under no circumstance can the Seller be held liable for the Client’s choice.

These general conditions of sale may be subject to subsequent modifications, the version applicable to the purchase of the customer is that in force on the day of the conclusion of the contract

### ARTICLE 2. GENERAL TERMS OF SALE OF LIFTS PASSES

#### Article 2.1 Description of the Passes

The duration of a Pass stating the number of days implies “consecutive days” on a dated period.

However, may also be offered for sale, consecutive hours Passes and undated Passes, in accordance with the tariff guides referred to in Article 2.4.1.

It is specified that the undated passes are valid exclusively on the summer season.

The issuance of each Pass with the exception of the issue of the one-way and round-trip Pedestrian pass on the 2100 meters above sea level arrival and the one-way and round-trip Pedestrian pass on the 2600 meters above sea level arrival, results in a **proof of purchase**, which states the ski area and **Pass** category (adult, child, etc.), the validity period, the Ski-card **ski pass** number and, if applicable, the insurance policy number.

This **proof of purchase**, and if applicable any proof of the purchase of a one-way Pedestrian Pass and a round-trip Pedestrian Pass on ski lift arrival 2100 meters above sea level and a one-way Pedestrian Pass and round-trip Pedestrian Pass on ski lift arrival 2600 meters above sea level must imperatively be retained by the Client, who must present it to the Seller upon demand in case of inspection or specific circumstances (e.g. emergency, loss or theft of Pass, unauthorised use, a complaint...).

The Seller proposes the purchase of an “Assur’Gliss” insurance policy to the Client, in addition to the Pass purchase. The policy is subject to the insurance conditions, at the Client’s disposal at points of sale or downloadable either directly from its website: [www.assurglisse.com](http://www.assurglisse.com) or

through a hypertext link on the Website of the Seller ([www.skipass-2alpes.com](http://www.skipass-2alpes.com)).

## Article 2.2. Physical medium of passes

The Pass shall be issued on a physical medium (hereinafter "Ski-Card") which mentions a number what is referred to as a "Ski-card number". The Pass is composed of a **physical medium** encoded with a **ski pass** and a **proof of purchase**.

These are so-called "hands free" Passes, edited on reloadable "chip cards", and to trigger the turnstile of the access points to the lifts

It is a rechargeable and reusable card one or more times, within the limit of three (3) years. This card incorporates a chip on which is encoded or loaded the ticket.

Ski cards in proper working order may be recharged by the Client at physical points of sale of the Seller or on the website [www.skipass-2alpes.com](http://www.skipass-2alpes.com), or on tablets and automatic kiosks available at certain points of sale.

If the Client does not possess a physical card, the ski-card is available for purchase at the price of two euros per unit, all taxes included (€2 including all taxes). The physical card is non-refundable and is guaranteed for three (3) years.

By way of exception, Pedestrian one-way Pass and round-trip on lifts arrival 2100 meters above sea level and the title Pedestrian one-way and round-trip on lift arrival 2600 meters above sea level purchased in points of sale are issued for free in disposable format.

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.

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. Photographs of the client

To obtain "season" Passes, and "free" passes for persons under 5 years old or age 72 and over, the Client must present a recent form of photo ID, clearly showing the Client's face without sunglasses or head covering.

The photo will be kept by the Seller in the IT ticketing system to facilitate possible recharging or reissuing of Passes, unless the Client objects to such a practice (see "Protection of Personal Data").

## Article 2.4. Tariffs & payment methods

### 2.4.1. Tariffs

The public tariffs for ski passes, Ski-card and ASSUR'GLISS insurance are posted at the Seller's points of sale and on the website [www.skipass-2alpes.com](http://www.skipass-2alpes.com). Tariff guides are also available at the points of sale and Offices of Tourism.

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

Discounts and complementary products are offered to different categories of persons according to the conditions displayed at points of sale or on the website. These discounted or free products are granted upon presentation of official ID documents to justify the special tariff. Photocopies of ID will not be accepted.

No discounts or complementary products shall be granted after the 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 to take into consideration 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 Passes issued 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 Seller, or in cash within the limits of regulatory caps (see Articles L112-6 and D112-3 of the Monetary and Financial Code); by bank card accepted by the Seller or by holiday vouchers of the ANCV (French National Holiday Voucher Agency).

For all payments by cheque, a valid form of ID must be presented.

## ARTICLE 2.5. Interruption of ski lift operation

**If the Client has a "Stay" Pass (= 2 days or more Pass, consecutive days, excluding "season" Pass), only in the case of an interruption of at least four consecutive hours and an interruption of more than eighty percent (80%) of the lifts during the period and sites to which the Pass provides access - and except in cases of force majeure - will the Seller consider compensation for damage incurred by the Client.**

In such an event, whether the Pass has been purchased on the Internet Website or a point of sale, the Customer can make a compensation request :

- Via the application form for compensation available in the Internet at the address <https://www.ticketoski.fr/fr/deux-alpes>.
- or by going directly to a point of sale.

Once the triggering thresholds in § 1 have been reached, the compensation is determined based on the number of days during which the Client was unable to use his Pass

due to the interruption of service. In all cases, the last day taken into consideration will be the expiration date of the validity of the pass concerned.

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

1. **Extension** of the validity period of the Pass in question 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**, to use during the current summer season (N), or during the Toussaint period of the current year (N) if the ski area is open, or during the summer season following the current one (N + 1), excluding the winter season. This credit is of an amount corresponding to the calculation detailed in point 3 below.
3. **Reimbursement**, calculated on a pro-rata basis, according to the number of days the lifts were interrupted. (For example: for an interruption of more than 80% of the ski lifts as defined above for three (3) days, a Client titleholder of a six (6) day Pass will be reimbursed for 3/6<sup>ths</sup> of the purchase price of the Pass).

The Client cannot claim any amount or benefit exceeding the chosen compensation.

The compensation request, accompanied by the relevant documents (the original Pass and proof of purchase), must be provided to the Operator, in compliance with the procedure defined in Article 4.1 below.

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

**NB: Only Passes that have been acquired and settled directly by the Clients with the Seller may give rise to compensation.**

Failing this, reference should be made to the general sales conditions of the entity that sold the Title.

### 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 2.4 above.

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

## ARTICLE 3. GENERAL TERMS OF SALE OF SUMMER ACTIVITIES

### Article 3.1. Summer activities description

These general conditions apply specifically, without restriction or reservation, to any purchase of Summer Activity(ies) proposed by the Company Deux Alpes Loisirs, Seller, to Customers.

The Summer Activities marketed by the Seller are as follows:

- Summer tobogganing: the tobogganing activity commercialised by the Seller operates on a gutter and is composed of a slow track, and a fast track, at the Customer's choice.
- Adventure Parc: The access to the Adventure Parc which is commercialised by the Seller is a treetop adventure course, which gives access to several sports courses in the trees, of different levels, at the Customer's choice.
- Tennis: the Seller proposes to rent tennis courts **on a date determined by the Client according to the availability of the court** for a minimum duration of one (1) hour (the Seller does not provide the equipment).
- Soccer Beach: the Seller proposes to rent football pitches in the sand **on a date determined by the Customer according to the availability of the grounds** for a minimum duration of one (1) hour (the Seller does not provide the equipment).
- Swimming-Pool: the Seller commercialises access to the swimming-pool of the Croisette.

The main features of the Summer Activities are presented in the tariff guides available in the points of sale referred to in Article 3.3, and on the Seller's website.

**NB: The Customer is bound to respect the safety rules posted at the level of each Summer Activity, the pictograms supplementing them, the regulations, as well as any safety instructions given by the Seller's staff, under pain of sanction.**

**The same applies to the municipal decrees posted in the town hall and at the level of each Summer Activity.**

### Article 3.2. Physical medium (if necessary)

Summer Activities are delivered on a free support (paper ticket / cardboard).

In the event that the Summer Activity of Summer tobogganing is purchased by the Client at the central cash desk, a physical medium is delivered to the Client. It is a rechargeable and reusable card one or more times within the limit of three (3) years.

Physical medium in good working order can be reloaded by the Clients at the central office.

The bearer of a physical medium does not benefit from any reduction on the price of the Summer Activity of Summer tobogganing.

### Article 3.3 Concerned points of sale

Summer Activities are sold on site at the following points of sale :

- Summer tobogganing: At the point of sale of the summer tobogganing and at the central cash desk.
- Adventure Parc: At the point of sale of the Adventure Parc
- Tennis: In all points of sale
- Soccer Beach: In all points of sale
- Swimming-Pool: At the point of sale of the swimming-pool.

### Article 3.4. Tariffs & payment methods

#### Article 3.4.1. Tariffs

The Summer Activities proposed by the Seller are provided at the prices in effect in the tariff guides available in the points of sale referred to in Article 3.3, and on the Seller's website.

The prices are expressed in euro, all taxes included (TTC).

These rates are firm and non-revisable during their period of validity, the Seller reserves the right, outside this period of validity, to modify prices at any time.

#### Article 3.4.2. Payment methods

The price is payable cash, in full on the day of the supply of the Summer Activity or on the day of the booking of the Summer Activity (for the activities of Tennis and Soccer Beach).

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

For all payments by cheque, a valid form of ID must be presented.

## ARTICLE 4. COMMOM PROVISIONS

### ARTICLE 4.1 COMPLAINTS

All complaints must be addressed to the Seller within a period of four (4) 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 4.4.

All claims must be:

- filed at of the Point of Sale of Central Cash Desk
- or sent to the following address:

**SOCIETE DEUX ALPES LOISIRS**

Service Relations Clients

BP 11-Immueuble Le Meijotel

38 860 LES DEUX ALPES

- or submitted on the Internet site:

<https://www.ticketoski.fr/fr/deux-alpes>

## ARTICLE 4.2. 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 rights of the Seller.

## ARTICLE 4.3. 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 Seller;
- Sending the Client promotional offers, newsletters, invitations to participate in games or contests and satisfaction surveys. Messages sent by the Seller are based on the legitimate interest of the latter to develop its activities; messages sent by the Office of Tourism of Les 2 Alpes, or by commercial partners of the Seller 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 Seller for issuing the Pass is compulsory. Providing other information is optional.

The data processing is carried out under the responsibility of the Seller, represented by Mr Antoine PIRIO, General Director, whose contact details are indicated in the header of these General Terms and Conditions.

The collected data is intended for:

- The Seller;
- All providers whose involvement is required for carrying out the processing mentioned above;
- The 2 Alpes Office of Tourism, commercial partners of the Seller and affiliated companies (Compagnie des Alpes Group), if the Client has granted his 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 Seller.

The data is kept for the following periods:

- 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 required for the purchase of a "Season" Pass : during **three** years from the date of

collection, in order to facilitate the reissue of the Pass from one season to another, subject to the Customer has given prior consent,

- 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 Seller.
- Data collected to respond to inquiries, comments and complaints sent by the Client is kept during the time necessary to process these inquiries, 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 Seller 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 has 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 Seller 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:  
Deux Alpes Loisirs - Service Protection des données personnelles - Le Meijotel - 38860 Les Deux Alpes, France;  
or

- By sending an email to the following address: [dal-privacy@compagniedesalpes.fr](mailto:dal-privacy@compagniedesalpes.fr).

In the interest of confidentiality and protection of personal data, the Seller 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 identity document, mentioning his 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.

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 services.

Finally, the Client can register, at no cost, to enlist to block 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 4.4. 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) according to the conditions detailed on the website [www.mtv.travel](http://www.mtv.travel), within one (1) year of the date of the written complaint sent to the Operator.

In addition, an online dispute resolution platform is available on the internet at the following address:

<https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=EN>.

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

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| <b>GENERAL TERMS AND CONDITIONS OF USE FOR SKI LIFT PASSES</b> |
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- 1, cours Michelet- CS 30051 - 92076 Paris La Défense Cedex.

Hereinafter referred to as the “Operator”.

**ARTICLE 1. GENERAL INFORMATION**

The present general terms and conditions apply to all lift Passes (hereinafter referred to as “Pass(es)”) issued by the Operator, opening access to the main summer activities namely the glacier (hereinafter the “Ski”), the bike park (hereinafter the “MTB” and the walking trails (hereinafter the “Pedestrian”).

The present general terms and conditions shall be valid from 28 April 2019 and valid only for the summer season.

The Terms and Conditions of Sale for Passes valid for the winter 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 one of the provisions of these terms and conditions fail to be met, it will be deemed 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, with the exception of the issue of the one-way and round-trip Pedestrian pass on the 2100 meters above sea level arrival and the one-way and round-trip Pedestrian pass on the 2600 meters above sea level arrival, shall result in the delivery of a **proof of purchase** upon which the ski area and **Pass** category (adult, child etc.), its validity period, its physical medium number and any possible insurance subscription are mentioned.

This **proof of purchase** must be retained 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 a Pass, an emergency, improper use, a complaint...).

**The Pass is strictly personal and non-transferable, unless the Pass corresponds to the shortest duration on the price list.** 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 (card) 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 mentioned on the proof of purchase on the microchip 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 of any kind.

The validity area of the Pass is defined on the slopes map for the relevant summer season and during the ski lift opening hours, displayed at the Operator’s points of sale and/or at the ski lift departure area, subject to meteorological and snow conditions.

The Pass (accompanied by the **proof of purchase**) must be retained by 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 any Inspector, duly appointed by the Operator.

It is specified that to be able to use the ski lifts giving access to the main activity of Ski, MTB or Pedestrian, the User who has purchased a Pass must:

- be expressly qualified as an authorized person to access to the ski lift by the police regulations of the ski lift (s) concerned, if necessary with an MTB that can be transported in accordance with the said police regulations (see the regulations posted at the start of the ski lifts);

- Have a Pass whose main activity (Ski, mountain bike, pedestrian) allows him to access the ski lift concerned.

If the Inspector discovers a User unable to present his Pass, using an invalid Pass or 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 applicable fees for the ski pass.

Payment 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 identify 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 order the offender to present it 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. A lump sum receipt is then issued.

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, lent or given to another person, used by a third party...) shall result in its immediate withdrawal and, if required, the filing of legal proceedings.

### ARTICLE 3. DEFECTIVE PASS CARDS

User instructions: To allow the transmission of encoded information during the passage to the control terminals, the Title must be worn on the left and preferably remote from a mobile phone, keys and any form of packaging composed in whole or in part of aluminium. The card must not be bent, torn or placed near a heat source.

Should the card fail to function or prove technically defective during its period of validity (so three years), the Operator will replace the card, at his cost, from the date of return of the latter at one of the Operator's points of sale.

Nevertheless, 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 Client the sum of ten Euros including all taxes (€10 all taxes included), which covers processing fees (8€ all taxes included) and replacement fees (2 € all taxes included) for the unusable card.

### ARTICLE 4. LOSS OR THEFT OF PASSES

#### 4.1. Information to provide

In the event of loss or theft of a Pass for a residual duration equal or greater than one (1) day, the User must submit a declaration at the Operator's point of sale and must present his valid ID and a proof of purchase containing at least the Ski-card number.

#### 4.2. Processing fees

To obtain a duplicate, the User must also pay a **processing fee** at the fixed rate of eight euros including all taxes (€8, all taxes included), as well as the sum of two euros including all taxes (€2, all taxes included), which corresponds to the cost of the duplicate Pass (Ski-card).

#### 4.3. Issuing a duplicate

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

PLEASE NOTE: No duplicate will be issued for any Pass with a term of less than one (1) day. The same applies to other Passes for which the User cannot provide the information required for duplicate delivery and this, without possible legal recourse of the User against the Operator.

## ARTICLE 5. RESPECT OF SAFETY REGULATIONS

All Users are bound to respect the safety regulations relating to ski lift transportation; notably the policy regulations displayed at the ski lift departure points, the 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).

More generally, the Customer is bound to respect the municipal by-laws posted on Town hall and at the level of the ski lifts (MTB and Pedestrian main activities).

## 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.

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, prosecution authorities exclusively.

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 sums due.

- In the case of non-transactional offenses, data on offenders and recorded offenses are retained for up to 12 consecutive months to determine whether the usual committed misdemeanour 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.

### Rescue:

The personal data collected in the rescue file during assistance from the First Aid Security Patrol for a User is subject to processing, intended for administrative follow-up of the accident, invoicing the assistance expenses and handling of any dispute that may arise.

This processing is based on the legitimate interest of the Municipality(ies) concerned, who has/have authorised the Operator to set up a rescue patrol service of the ski area and recover related costs.

The data collected is intended for the Operator and the public authority responsible for billing and collecting emergency costs, the Gendarmerie (in the framework of an investigation following an accident), the respective insurers of the Operator and User, and health services providing care to the User.

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

### Common provisions:

All the data processing mentioned above is carried out under the responsibility of the Operator, represented by Mr Antoine PIRIO, General Director, whose contact details are indicated in the header of these terms and conditions.

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 disposes of 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: Deux Alpes Loisirs – Service Protection des données personnelles – Le Meijotel – 38860 Les Deux Alpes, France; or
- By sending an email to the following address: dal-privacy@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 his/her request. For this purpose, the Client must provide, taking into account the exercise of the aforementioned rights, a photocopy of an official identity document, mentioning his 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 Client 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 of the Transport Code, the Operator shall provide notification of the following CO<sup>2</sup> information regarding ski lift transportation:

- CO<sup>2</sup>e transport for a One-day Pass at 2 Alpes is 60.74g CO<sup>2</sup>e, equivalent to a car route of 0.43 km;
- CO<sup>2</sup>e transport for a Pedestrian Pass at 2 Alpes is 10.48g CO<sup>2</sup>e, equivalent to a car route of 0.07 km;
- CO<sup>2</sup>e transport for a "Passage" Pass is 5.24g CO<sup>2</sup>e, equivalent to a car route of 0.04 km.

Based on the following 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:

DEUX ALPES LOISIRS – Service QSE – BP 11- Immeuble Le MEIJOTEL – 38860 LES DEUX ALPES.

## 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)** 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://webgate.ec.europa.eu/odr/main/?event=main.home.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 the Client was present at the time of entering the contract or where the injurious event occurred (Article R. 631-3 of the Consumer Code).

**COMPANY DEUX ALPES LOISIRS**

Registered company with capital of €8,899,133.96

Grenoble Company Trade Register (RCS) no. 064 501 406

Registered office: Immeuble Le Meijotel – 38 860 DEUX ALPES

Intra-community VAT no.: FR 94 064 501 406

Tel. no.: +33 (0)4 76 79 75 01

Fax no.: +33 (0)4 76 79 75 18

Email : skipass.DAL@compagniedesalpes.fr

Insured for professional indemnity, under the conditions provided for in Article L220-1 of the Insurance Code, with Allianz IARD - 1, cours Michelet- CS 30051 - 92076 Paris La Défense Cedex.

*Hereinafter referred to as the “Operator”.*

**ARTICLE 1. GENERAL INFORMATION**

The present terms shall be valid **from 28 April 2019.**

The validation of an order placed online :

- either on [www.skipass-2alpes.com](http://www.skipass-2alpes.com) (hereinafter referred to as “Website”),
- either on touch-screen tablets at disposal at certain points of sale
- either on kiosks of purchase and reloading at the client’s disposal at certain points of sale),

implies acceptance by the individual (hereinafter referred to as the “Client(s)”) of the present specific terms and conditions for online sales.

Should one of the provisions of these terms and conditions fail to be met, it will be deemed governed by the current applicable practices in the online sales sector and for companies with registered offices located in France.

The present terms and conditions supplement the “General Terms and Conditions of Sale of Lift Passes and Summer Activities” and “General Terms and Conditions of Use of Lift Passes and Summer Activities” (hereinafter referred to as “Pass(es)” and the “Summer Activities”) which are displayed at all points of sale and can be consulted online, **and apply only for the online sale of Passes, opening access to the main summer activities namely the glacier (hereinafter the “Ski”), the bike park (hereinafter the “MTB” and the walking trails (hereinafter the “Pedestrian”),**

These conditions apply exclusively to natural persons qualified as consumers as defined by the preliminary article of the Consumer Code.

All these conditions are made available to Clients, who can download or print them.

Binding information is presented in the French language.

**ARTICLE 2. PRODUCTS OFFERED**

Online sales allow Clients to register for or recharge their passes on the physical rechargeable Ski-card.

These are so-called “hands-free” titles, edited on reloadable “microchip cards”, and allowing to trigger the turnstile of the access points to the lifts.

Tablets and / or terminals for purchase and reloading are made the customers’ disposal in certain points of sale and with partners in station whose location is published on the Website.

They allow the purchase or reloading of the Titles mentioned on these devices. For a first purchase, media are made available to customers in these outlets.

Please note: Free Passes for persons of 72 years old and over are not available **online** and thus must be requested and picked up directly by Clients from physical points of sale of the Operator, upon presentation of a valid ID.

The list and characteristics of the different Passes available for purchase and/or recharging (geographic area, validity period...) are indicated on the specific price list of each sales channel and can be consulted on the latter.

All Passes are available for purchase at the physical points of sale of the Operator.

Please remember: The Pass is composed of a physical medium (card) upon which a pass is encoded and a proof of purchase, which is sent by email upon confirmation of a purchase or recharge made online (hereinafter referred to as “Proof of purchase”).

NB: In order to benefit from the “Loss or Theft of a Pass” procedure defined in Article 4 of the General Terms and Conditions of Use of Ski Lift Passes, the Client must provide the Operator with this Proof of Purchase.

**ARTICLE 3. ONLINE ORDER PROCEDURES**

The order can only be registered on the Operator’s website if the Client has clearly identified himself:

- On the Website: either by entering his access code (login + password), which is strictly personal, or by completing the online form, allowing him to obtain an access code.
- On tablets and terminals for purchase and reloading : by entering his email address.

The Client can verify the order details and total price and correct any possible errors before validating the order (Article 1127-2 of the Civil Code).

To finalise the Order, the Client must be aware of the present terms and conditions as well as the General Terms and Conditions of Sale and the General Terms and Conditions of Use of Ski Lift Passes, accept them and proceed with payment according to the procedures described in Article 4.

The Operator will confirm the order with the Client through an email, which will contain a recapitulation of all the products the Client has validated in the order. It shall constitute the **Proof of purchase**.

Except in cases of online recharging referred to in Article 7, complete online orders (including payment and photograph, if required) must be done on the Operator's website no later than the **tenth day** (for foreign orders and French overseas departments and territories) and no later than the **seventh day** (for mainland France orders) before the first day of validity of the Pass, to allow passes to be sent to the Client's home.

If these deadlines are not respected, the delivery cannot be made to the Client's home address.

Complete online orders (including payment and photograph, if required) must be completed on the Operator's website no later than **the day before** the first day of validity of the Pass. In this case, the Client must pick up the Pass, either from a point of sale of the Operator or a partner site (e.g. Office of Tourism), or at a specific automated kiosk (e.g. "Diable" Point of sale, called "Skipass Express"), taking into account all opening hours.

All orders shall imply acceptance of the description of services and tariffs.

#### ARTICLE 4. TARIFFS AND METHODS OF PAYMENT

Prices indicated on the website are in Euros and inclusive of all taxes and take into account applicable VAT rates on the date the order is placed.

When placing an order online, the Client declares to be the title-holder of official documents justifying the tariff advantages from which he may benefit.

Please note that **the Client will be charged a set fee for the delivery of the order. The Client may choose to pay four euros inclusive of all taxes (€4 including all taxes) for first-class postal mail, or six euros inclusive of all taxes (€6 including all taxes) for registered postal mail.**

Payment of the online order is due when the order is placed. On the Website, payments must be made either by bank card approved remotely by the Operator or e-holiday ANCV vouchers (minimum amount €60). Payment by bank card is secured through PayZen Lyra Network services ("online" secure payment server), which guarantees the confidentiality of payments. The transaction is completed by immediate virtual payment via an electronic payment terminal.

For the tablets and automated kiosks, payment of the online order is due when the order is placed. Payments must be

made by bank card accepted by the Operator. Payment by bank card is secured through secured payment solutions (Lyra Network Payzen for tablets or via Nepting provided by Dynappli, Verifon or Ingenico for automated kiosk, which guarantee the confidentiality of payments. Payment is made by immediate proximity payment via electronic payment terminal.

At no point in time is the Operator aware of the bank card numbers the Client must provide. The Operator is only notified by the bank that a transfer corresponding to the amount of the order has been credited to its account.

#### ARTICLE 5. ACKNOWLEDGMENT OF RECEIPT BY OPERATOR

Orders paid by bank card will be confirmed only after authorisation from the client's banking establishment when the order is placed.

If bank authorisation is declined by the Client's bank, the order process will be cancelled.

Once the online order is completed and confirmed by the Client, the Operator will acknowledge receipt of the order by email, which shall constitute the Proof of purchase and which includes a recapitulation of the order and the receipt.

#### ARTICLE 6. DELIVERY OF THE ORDER AND COLLECT

Except in the event of online recharging referred to in Article 7, the Client may choose:

- Home delivery to the address indicated for this purpose by the Client,

Except in the event of force majeure, the Operator commits to delivering the Passes by postal mail **two days at the latest before their first day of validity (attested by the date of the postmark) for mainland France and four days at the latest before their first day of validity (attested by the date of the postmark) for foreign orders and orders by French overseas departments and territories.**

- To pick up the Passes at one of the Operator's points of sale or from a partner's site, chosen by the Client, taking into account all opening hours. The copy of the **Proof of purchase** as well as a form of valid ID will be required. Without these documents, the ordered Passes cannot be issued.

- The Client must either pick up his Passes from an IPM kiosk of the "Ski pass EXPRESS" point of sale or from a Kaffein kiosk located at both ends of the Venosc gondola upon confirmation of the order, taking into account the opening hours of this point of sale and providing the order number or the QR Code contained in the Proof of purchase.

#### ARTICLE 7. SPECIFIC FEATURES OF ONLINE RECHARGING

The physical Ski-card issued by the Operator can be recharged with the products offered by the Operator via the

website no later than one (1) hour before the start of the validity of the selected Pass.

Payment is made remotely by bank card. A proof of receipt for the order is sent by the Operator to the Client, who shall retain this **Proof of purchase**, notably in the event of inspections at ski lift access points.

Recharging the Pass will occur automatically during the first passage of the Client through the "hands free" access points.

#### **ARTICLE 8. ABSENCE OF RIGHT TO WITHDRAWAL**

In application of Article L 221-2 9° and L221-28 12° of the Consumer Code, the sale of Passes is not subject to the application of the right to withdrawal provided for in Articles L 221-18 et al. of the Consumer Code regarding remote sales.

However, the sale of insurance products remains subject to the provisions relating to the right of withdrawal in case of multi-insurances provided for by the Insurance Code, whose terms can be found in the General terms (information notices) available online. ([www.assurglisse.com](http://www.assurglisse.com)).

#### **ARTICLE 9. MODIFICATION/ CANCELLATION OF THE ORDER**

Once the order for the Pass has been confirmed by the Client, it cannot be refunded, returned or exchanged.

However, exclusively for orders placed on the Website, the Client has the option of subscribing to a Flexibility Option and/or a Cancellation Option, whose terms are specified in Articles 10 and 11 below.

#### **ARTICLE 10. TRACKING THE ORDER**

The Client can contact the Client Relations department for further information:

*Tel.: +33 (0)4 76 79 75 01*

*Postal address: Immeuble Le Meijotel - 38860 DEUX ALPES*

*Email address: [skipass.dal@compagniedesalpes.fr](mailto:skipass.dal@compagniedesalpes.fr)*

#### **ARTICLE 11. RESPONSIBILITIES**

The Operator is responsible for proper fulfilment of the obligations inherent in the contract concluded online, whether these obligations are to be fulfilled by the Operator or by other service providers, without prejudice to a right of recourse against them. However, the Operator may waive all or part of its liability, by proving that the non-fulfilment or the improper fulfilment of the contract is/was attributable to the consumer, to unpredictable and insurmountable circumstances, to third parties, or in case of force majeure. (Art L221-15 Consumer Code).

#### **ARTICLE 12. TERMINATION FOR DEFAULT OR DELIVERY DELAY**

Except in cases of force majeure as defined by Article 1218 of the Civil Code, should the Operator fail to provide the services on the date or within the time limit indicated to the Client or,

failing this, at the latest, thirty (30) days after the conclusion of the contract, the Client may terminate the contract, by registered letter with acknowledgment of receipt or in writing in another physical format, if, after obliging the Operator, under the same procedures, to provide the services within a reasonable supplementary time, the latter did not respect the time limit(s). The contract shall be deemed terminated upon receipt by the Operator of the letter or writing, informing him of this cancellation, unless the Operator has fulfilled its obligation in the meantime. The Client may immediately terminate the contract if the Operator refuses to provide the services or fails to fulfil its obligation to provide the services on the date or within the time limit indicated to the Client, and if the date or time limit constitutes an essential condition of the contract for the Client; an essential condition resulting from circumstances involving the conclusion of the contract or following an express request from the Client prior to the conclusion of the contract (Article L216-2 of the Consumer Code).

#### **ARTICLE 13. PROOF, PRESERVATION AND ARCHIVING**

Providing his bank card number online, and, in general, validating the final confirmation of the order placed by the Client constitutes valid proof of the entirety of the transaction in accordance with Article 1366 of the Civil Code along with the requirement of payment.

This confirmation qualifies as a signature and declares acceptance of all operations undertaken online.

The Client must imperatively retain the **Proof of purchase**. Only this document will be binding in the event of a dispute regarding the terms of the order, notably in the event of a ski lift inspection.

In accordance with Article L213-1 of the Consumer Code, for all online orders amounting to at least €120, the Operator keeps a written record of the Client's order for a period of ten years from the date of execution of the corresponding service, and guarantees the Client access to it at any time during the same period, upon request of the latter.

#### **ARTICLE 14. INTELLECTUAL PROPERTY**

All elements of the Website, tablets and terminals of purchase and reloading, which are the property of the Operator, remain the exclusive intellectual property of the latter.

Any reproduction of any element of the Website, including any simple or hypertext link is strictly forbidden, unless the Client obtains express prior authorisation by the Operator.

#### **ARTICLE 15. PROTECTION OF PERSONAL DATA**

For further information about the protection of personal data, please consult the legal notice on the used sales channel.

#### **ARTICLE 16. TRANSLATION – APPLICABLE LAW – SETTLEMENT OF DISPUTES**

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

The present Specific 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 disagreement regarding validity, interpretation or application of these terms and conditions, the Client has the right to a 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 80303, 75823 Paris Cedex 17) according to the conditions stated on the site [www.mtv.travel](http://www.mtv.travel), within a maximum of one (1) year from the date the written claim was sent to the Operator.

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

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