

**TERMS AND CONDITIONS OF SALE
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
Head Office: Immeuble Le Meijotel – 38 860 DEUX ALPES
Intracommunity VAT No.: FR 94 064 501 406
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Registered with ORIAS as an Agent of an Insurance Intermediary under number 19008082 (www.orias.fr), Insured for professional indemnity, under the conditions provided for by 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

These terms and conditions apply to all ski lift passes (hereinafter referred to as the "Pass(es)") giving access to the main summer activities, namely the Snowpark (hereinafter referred to as 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 Deux Alpes Loisirs.

The present general terms and conditions are applicable and valid **from 16 June 2020** and valid exclusively for the summer season.

Official opening dates for the 2020 summer season:
Pedestrian and MTB DOMAIN

→ Open the weekend of 6 and 7 June, the weekend of 13 and 14 June and the weekend of 20 and 21 June with the Venosc gondola and the Diable and Vallée Blanche chair lift For these three weekends, the sale of MTB Passes is subject to quotas in light of the health crisis and the safety rules for ski lifts, and is therefore open exclusively online/.

Pedestrian Passes can also be bought on site at the purchase/reload terminals and tablets.

→ Fully open from 27 June to 30 August 2020.

SUMMER SKIING ON THE GLACIER

→ From 27 June 2020, the "Snowpark experience" Passes will go on sale and will allow access to the Snowpark on the Glacier, in accordance with the terms and conditions detailed in the tariff brochures, until 30 August 2020, subject to satisfactory snow conditions.

N.B.: Physical points of sale will be open from 27 June.

The terms and conditions for Passes valid for the winter season and the main features of the Winter Activities are outlined in a separate document.

These general terms and conditions are supplemented by the attached General Conditions of Use.

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 prove to be lacking, it will be deemed to be governed by the practices in force in the ski lift sector for companies with head offices 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.

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

ARTICLE 2. GENERAL TERMS AND CONDITIONS CONCERNING THE SALE OF SKI LIFT PASSES
Article 2.1 Pass Descriptions

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" and is accompanied by a **proof of purchase**.

This **Proof of Purchase**, and if necessary any piece of evidence attesting to the purchase at a point of sale of a one-way or return "2100m/2400m/2600m arrival" Pedestrian Pass, must be kept by the Client, who must be able to present it to the Seller in the event of an inspection and to support any request (e.g. emergency, loss or theft of the Pass, unauthorised use, complaint).

In principle, the duration of a Pass expressed in days means "consecutive days" over a given period. However, the following are also offered for sale:

- **“One-way or return” and “ski lift trip” Pedestrian Passes.** They are valid from the date of purchase until the closing date of the current summer season. If, at the end of said season, the credit has not been cleared, it cannot be carried over, refunded or exchanged.
- The **“4 hours MTB” Pass:** The number of hours is counted continuously, consecutively from the first trip through the ski lift terminal. The number of hours is counted continuously, consecutively from the first trip through the ski lift terminal.
- The **Oxygen Liberty Pass**, which is a Pass for non-consecutive days; the validity period is determined at the time of purchase. If, at the end of said season, the credit has not been cleared, it cannot be carried over, refunded or exchanged.

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 or through a hypertext link on the Website of the Seller (www.skipass-2alpes.com).

Article 2.2 Physical medium of Passes

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

No new Passes can be registered if the initial ticket encoded on the physical card (Ski-Card) has not expired. Should this occur, by default, the initial Pass will be irrevocably cancelled and the Client cannot claim any compensation.

The holder of a physical Pass (Ski-Card) does not benefit from any reduction on the price of the ski lift Pass if they reload 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. Prices

The public tariffs for ski Passes and ASSUR’GLISS insurance are posted at the Seller’s points of sale and on the website www.skipass-2alpes.com. Price guides are also available in these points of sale and in tourist offices.

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 rates.

No photocopies will be accepted as proof. No discount or gratuity will be granted subsequent to 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 Terms of use for the automated machines

The automated machines offer the purchase and/or reloading of the Passes specified on these machines, and are available to Clients in some points of sale outlets. Payment can only be made by card via an automatic payment terminal.

Only some Passes, those without photos and at the public rate, can be issued by these machines.

Article 2.6 Interruption of ski lift operation

IMPORTANT: 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 Pass.

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 excluding cases of force majeure as provided for in **article 4.2** below, will the Seller consider compensation for damage incurred by the Client in possession of a "Stay" Pass.

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 All Saint's Day (end October) 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 holder of a six (6) day Pass will be reimbursed for 3/6^{ths} 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.

Article 2.7. Reimbursement

In the event that the issued Passes are not used or are not fully used up due to a disruption of the lifts within the meaning of **article 2.5** above or a closure of the lifts due to a case of force majeure within the meaning of **article 4.2** below, they shall be refunded or exchanged by the Seller in accordance with the terms set out in the aforementioned provisions.

In all other cases where issued Passes are not used or are not fully used up they will not be reimbursed or exchanged.

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 terms and conditions apply specifically, without restriction or reservation, to any purchase of Summer Activities offered by the Seller to Clients.

The Summer Activities marketed by the Seller are as follows :

- Summer tobogganing: the tobogganing activity commercialised by the Seller operates on a concave track and is composed of a slow track, and a fast track, at the Client's choice.
- 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.

Article 3.2. Formats

Summer Activities are issued in a free format (paper/card ticket). In the event that the Summer Activity of Summer tobogganing is purchased by the Client at the central cash desk, a card ticket is delivered to the Client. It is a rechargeable and reusable card for one or more times within the limit of three (3) years.

Card tickets in good working order can be reloaded by the Clients at the central office.

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

Article 3.3. Sales outlets

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

- Summer tobogganing: 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. Prices

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 euros, 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 total amount is payable on the day of the Summer Activity.

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 3.5. Reimbursement

If purchasing multiple entries for a Summer Activity, these will only be valid for the current summer season.

If, at the end of the summer season, these have not all been used up by the Client, they cannot be carried over, refunded or exchanged by the Seller.

ARTICLE 4. COMMON PROVISIONS

Article 4.1. Complaints

All complaints must be addressed to the Seller within four (4) months of the occurrence of the event that prompted the complaint, without prejudice to recourse and deadlines of mediation and/or without pursuing legal action as outlined in **article 4.4**.

All complaints must be made:

- First and foremost online at the following address <http://www.ticketoski.fr/fr/deux-alpes>;
- Or sent by email to the following address skipass.DAL@compagniedesalpes.fr or by post to: *SOCIETE DEUX ALPES LOISIRS Service Relations Clients- BP 11-Immeuble Le Meijotel- 38 860 LES DEUX ALPES - France.*

Article 4.2. Force majeure

Any case of force majeure within the meaning of Article 1218 of the Civil Code will result in the suspension or termination of the contract in accordance with Articles 1351 and 1351-1 of the Civil Code.

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 rights of the Seller.

Article 4.4. Safeguarding of personal data

Personal data collected in connection with the sale of Passes and/or Activities is subject to processing for the following purposes:

- - 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.

The provision of all data requested by the Seller in connection with the sale of Passes and/or Activities is mandatory. Providing other information is optional.

Processing is carried out under the responsibility of the Seller, represented by Mr Antoine Pirio, acting Managing Director, and whose details are shown in the header of these 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 collected is retained for the following periods:

- Data collected to process orders for products and services: if the order is placed at the checkout, for five years from time of collection of the data; if the order is placed electronically, for five years from time of collection of the data if the amount of the order is less than €120, for ten years if the amount of the order 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.
- As an exception, photographs required for the purchase of a Pass with a photograph are kept for three years from the date of collection, in order to facilitate the reissue of the Pass from one season to another, subject to the Client having 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, we have established technical measures (such as firewalls) and organisational measures (such as a user ID/password system, means of physical 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 may exercise these rights by contacting the person appointed to take care of data protection by the Seller:

- - 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 email to the following address: dal-privacy@compagniedesalpes.fr

In the interest of confidentiality and the protection of your personal data, the Seller reserves the right to ask the Client for proof of identity before responding to your request. The Client may also be asked to produce a copy of a piece of identification specifying their date and place of birth and bearing their signature.

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 department.

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 4.5. TRANSLATION – APPLICABLE LAW – SETTLEMENT OF DISPUTES

In the event that these terms and conditions are produced in languages other than French, it is expressly agreed that only the French version of these terms and conditions will be legally binding. Therefore, should a problem arise concerning the interpretation/application of any provision set out in these terms and conditions, the French version will be expressly and exclusively referred to.

Both in terms of their interpretation and implementation, these terms and conditions are subject to French law.

In accordance with Article L 211-3 of the Consumer Code, in the event of a disagreement regarding the 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.

All complaints must be made under the conditions outlined in article 4.1 hereof.

In the absence of a response or a satisfactory response within a period of at least sixty (60) days following the written complaint (and within a maximum period of one (1) year following this written complaint), the Client is able to apply to the **Médiateur du Tourisme et du Voyage** [Travel and Tourism Mediator] (MTV Médiation Tourisme Voyage, BP 80 303, 75 823 Paris Cedex 17), in accordance with the terms set out on the website www.mtv.travel.

The opinion of the Médiateur du Tourisme et du Voyage is not binding on the parties to the contract.

Furthermore, in accordance with Article 14 of Regulation (EU) n°524/2013, the European Commission has set up an Online Dispute Resolution platform, facilitating the independent out-of-court settlement of online disputes between consumers and professionals in the European Union.

This platform can be found by clicking on the following link: <https://webgate.ec.europa.eu/odr/>.

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).

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SKI LIFT PASSES AND SUMMER ACTIVITIES**
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Hereinafter referred to as the "Operator".

ARTICLE 1. GENERAL

These terms and conditions apply to all ski lift Passes (hereinafter referred to as the "Pass(es)"), issued by the Operator, giving access to the main summer activities, namely the glacier (hereinafter referred to as 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 Deux Alpes Loisirs.

The present general terms and conditions shall be valid **from 16 June 2020 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 any provision herein prove to be lacking, it will be deemed to be governed by the practices in force in the ski lift sector for companies with head offices in France.

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

N.B.:

Every Pass issued, with the exception of the issue of a one-way or return "2100m/2400m/2600m arrival" Pedestrian Pass, shall result in the delivery of a **proof of purchase** upon which the area and Pass category (adult, child etc.), validity period, the Ski-card Pass number and any insurance subscriptions are mentioned.

This **Proof of Purchase**, and if necessary any piece of evidence attesting to the purchase of a one-way or return "2100m/2400m/2600m arrival" Pedestrian Pass, must be kept by the User, who must be able to present it to the Operator in the event of an inspection and to support any request (e.g. emergency, loss or theft of the Pass, unauthorised use, 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. PASS INSPECTIONS

Every Pass issued on a numbered physical medium (card) shall be used for a predetermined validity period and age category. In the case of Ski-cards, information regarding the validity of the Pass written on the pass itself has no contractual value. Only the information mentioned on the microchip of the ski-card shall be binding.

During their validity period Passes entitle holders to unrestricted use of the ski lifts in the area they were issued to cover, without implying any form of priority.

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 authorised person to access 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 displayed at the start of the ski lifts);
- Have a Pass whose main activity (Ski, MTB, Pedestrian) allows them 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 French Tourism Code and Articles 529-3 et seq. of the French 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 prove his/her identity, the authorised inspector will immediately inform any judiciary police officer from the National Police or National Gendarmerie with territorial jurisdiction, who may then instruct him/her to immediately hand over the offender.

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.

The authorised inspector may also confiscate the Pass immediately in order to return it to its genuine owner.

ARTICLE 3. SKI-CARD DEFECTS

User instructions: To allow the transmission of encoded information during the passage to the control terminals, the Pass 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 (10) 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 damaged 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 lifts.

- 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.

N.B.: With regard to the Activities, no duplicate can be issued in the event of the loss or theft of their tickets.

ARTICLE 5. COMPLIANCE WITH SAFETY RULES

Regarding the ski lifts and ski slopes:

All Users are required to comply with safety rules pertaining to travel by ski lifts, particularly the regulations displayed at the start of ski lifts, the pictograms which accompany them and any instructions given by the Operator's staff, or otherwise to face 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 User is bound to respect the municipal by-laws posted at the Town Hall and at the ski lifts (MTB and Pedestrian main activities).

Regarding Summer Activities:

Users must observe the safety rules posted at each Summer Activity, the pictograms supplementing them, the regulations, as well as any safety instructions given by the Operator's staff, or face penalties. The same applies to the municipal decrees posted in the Town Hall and at each Summer Activity.

ARTICLE 6. COVID-19: COMPLIANCE WITH HEALTH MEASURES AND REGULATIONS (SPECIAL PROVISIONS)

In connection with the health emergency and Decree No. 2020-663 of 31 May 2020 to deal with the Covid-19 epidemic, the Operator has put in place special provisions to satisfy the regulatory sanitary requirements

and has provided guidance on hygiene and social distancing measures.

The User is obliged to comply with the regulatory requirements and sanitary measures.

In this regard, the User undertakes, in particular, to comply with both the written and verbal instructions (and the pictograms supplementing them if necessary) which will be relayed to them and given by the Operator and its staff, both before the purchase of the Passes and/or Summer Activity, and while they are present at 2 Alpes, and during the provision of the service.

ARTICLE 7. SAFEGUARDING OF PERSONAL DATA

User transport:

Personal data collected in connection with the Users' movements is subject to processing for the following purposes:

- Allowing Users to access the ski lifts. This processing is needed to execute the contract of transport to which the User is a party;
- Inspecting the Passes. The processing is based on the legitimate interest of the Operator to fight fraud.

The collected data is intended for:

- The Operator
- All providers whose involvement is required for carrying out the processing mentioned above.

The collected data is stored for the duration of the Pass's validity.

Verification of Passes:

Personal data collected by authorised inspectors during a Pass inspection is subject to processing for the following purposes:

- To check that the User holds a valid Pass;
- In the absence of a valid Pass, to draw up a report of the offence, obtain the payment of the flat-rate compensation fee due in connection with the offence (if necessary in the context of a legal action) and determine whether the habitual offence punishable by Article L. 2242-6 of the transport code is constituted.

These instances of processing are based on the legitimate interest of the Operator in combating fraud.

The provision of all of the information collected by the Operator for the processing mentioned above is mandatory.

The data is intended for the Operator and, where appropriate, for the prosecution authorities only.

It is kept until the payment of the flat-rate fee. In the absence of payment, and therefore in the case of legal proceedings, the data is kept for 12 months following the writing of the report of the offence or until the date on which the conviction becomes final if that date is later.

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 for the 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, we have established technical measures (such as firewalls) and organisational measures (such as a user ID/password system, means of physical 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 Client may exercise these rights by contacting the person appointed to take care of data protection by the Seller:

- - 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 email to the following address: dal-privacy@compagniedesalpes.fr

In the interest of confidentiality and the protection of your personal data, the Operator reserves the right to ask the User for proof of identity before responding to your request. The Client may also be asked to produce a copy of a piece of identification specifying their date and place of birth and bearing their signature.

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 8. CO2 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 CO² information regarding ski lift transportation:

- CO²e transport for a One-day Pass at 2 Alpes is 60.74g CO²e, equivalent to a car route of 0.43 km;
- CO²e transport for a Pedestrian Pass at 2 Alpes is 10.48g CO²e, equivalent to a car route of 0.07 km;
- CO²e transport for a "Passage" Pass is 5.24g CO²e, equivalent to a car route of 0.04 km.

Based on the following calculation: 6g CO²e /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 9. TRANSLATION – APPLICABLE LAW – SETTLEMENT OF DISPUTES

In the event that these terms and conditions are produced in languages other than French, it is expressly agreed that only the French version of these terms and conditions will be legally binding. Therefore, should a problem arise concerning the interpretation/application of any provision set out in these terms and conditions, the French version will be expressly and exclusively referred to.

Both in terms of their interpretation and implementation, these terms and conditions are subject to French law.

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.

All complaints must be made in line with the conditions outlined in the general terms and conditions of sale of the company that sold the Pass to the User.

In the absence of a response or a satisfactory response within a period of at least sixty (60) days following the written complaint (and within a maximum period of one (1) year following this written

complaint), the User is able to apply to the **Médiateur du Tourisme et du Voyage** [Travel and Tourism Mediator] (MTV Médiation Tourisme Voyage, BP 80 303, 75 823 Paris Cedex 17), in accordance with the terms set out on the website www.mtv.travel.

The opinion of the Médiateur du Tourisme et du Voyage is not binding on the parties to the contract.

Furthermore, in accordance with Article 14 of Regulation (EU) n°524/2013, the European Commission has set up an Online Dispute Resolution platform, facilitating the independent out-of-court settlement of online disputes between consumers and professionals in the European Union.

This platform can be found by clicking on the following link: <https://webgate.ec.europa.eu/odr/>.

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).

SPECIFIC TERMS AND CONDITIONS FOR ONLINE SALES FOR SKI LIFT PASSES

COMPANY DEUX ALPES LOISIRS

Limited company with capital of €8,899,133.96

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

Head Office: Immeuble Le Meijotel – 38 860 DEUX ALPES

Intracommunity VAT No.: FR 94 064 501 406

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

Email: skipass.DAL@compagniedesalpes.fr

Registered with ORIAS as an Agent of an Insurance Intermediary under number 19008082 (www.orias.fr)

Insured for professional indemnity, under the conditions provided for by 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

The present terms shall be valid **from 16 JUNE 2020**.

The validation of an order placed online :

- either on www.skipass-2alpes.com (hereinafter referred to as "Website"),
 - either on touch-screen tablets at certain points of sale
 - either on purchase/reloading kiosks 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.

These terms and conditions supplement the "General Terms and Conditions of Sale of ski lift passes and summer activities" (hereinafter referred to as "Pass(es)" and "Summer Activities") and the "General Terms and Conditions of Use of ski lift passes" which are displayed at all points of sale and can also be consulted online, **and apply only to the online sale of Passes, opening access to the main activities, namely the Snowpark (Ski), the bike park (MTB) and the walking trails (Pedestrian), excluding the Summer Activities which are not sold online.**

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.

The contractual information is provided in French.

ARTICLE 2. PRODUCTS OFFERED

Online sales allow Clients to register for or reload their Passes on the reloadable Ski-card.

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

Purchase/reload terminals are available to Clients in some points of sale. They enable the purchase and/or reloading of the Passes specified on these devices. For a first purchase, media are made available to Clients in these points of sale.

Tablets for reloading Passes only (the Client must already have a physical Ski-Card) are available to Clients in some points of sale and from partners at the resort, whose locations can be found on the website.

Please note: Free Passes for those aged 72 or over are not available online and must be requested and collected by the Clients from the Operator's physical points of sale, upon presentation of identification.

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.

As of 27/06/2020, all Passes are available at the Operator's physical points of sale.

Please remember: The Pass is composed of a physical medium (card) upon which a ticket 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").

N.B.: 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**, 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 kiosks for purchase and reloading: by entering his email address.

Clients will have the opportunity to check their order details and total price, as well as to check for any errors, before confirming their order to express their conclusive acceptance of the terms and conditions. (Article 1127-2 of the Civil Code)

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

The Operator shall send an order confirmation to Clients via email. This email will contain a summary of all the products the Client has confirmed in the order and shall constitute the **Proof of Purchase**

Except in cases of online reloading referred to in Article 7, complete online orders (including payment and photograph, if required) must be placed online **no later than ten days (for foreign orders and French overseas departments and territories) and no later than seven days (for mainland France orders) before the first day of validity of the Pass**, to allow Passes to be sent to the Client's address.

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 placed online no later than the day before the first day of validity of the Pass.

In this case, the Client must collect their Passes from a specific terminal (e.g. The Diable point of sale named "skipass Express"), during opening hours.

Any order implies acceptance of the description of services and prices.

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 titleholder of official documents justifying the tariff advantages from which he may benefit.

Please note that **postage is free (sent as an ordinary letter) or for a cost of six euros (€6, all taxes included) if the Client chooses delivery with tracking.**

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 Dynapli, Verifon or Ingenico for automated kiosk, which guarantee the confidentiality of payments.

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 reloading referred to in Article 7, the Client may choose:

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

Other than in the case of force majeure, the Operator undertakes to have the Passes delivered, by mail, **at least two days before the Pass's first day of validity for metropolitan France and at least four days before for foreign countries and French overseas territories** (with the postmark providing evidence of dates).

- The Client must either pick up their Passes from an IPM kiosk of the "Skipass EXPRESS" point of sale (Central Office or Diable 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 RELOADING

The physical Ski-Card issued by the Operator can be reloaded 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

Pursuant to Article L221-2 9° of the Consumer Code, the right to withdrawal provided for in Articles L 221-18 et seq. of the Consumer Code does not apply to passenger transport contracts. 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.

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.

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 – 38 860 DEUX ALPES

Email address: skipass.dal@compagniedesalpes.fr

ARTICLE 11. RESPONSIBILITIES

The Operator will only be bound by a best endeavours clause for all stages of access to online sales.

The Operator cannot be held liable for any inconvenience or damage inherent to the use of the internet, particularly service interruptions, external intrusion or the presence of computer viruses, and, generally speaking, any other deed which is specifically designated in case law as force majeure.

The Client confirms that he/she is aware of the limitations of the internet, particularly in terms of its technical performance, response times for viewing, querying or transferring data, as well as the inherent risks associated with communications security.

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

acknowledgement 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 it 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 purchase/reloading kiosks, 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. SAFEGUARDING 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 the 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.

All complaints must be made under the conditions outlined in **article 4.1 of the Terms and Conditions of Sale**.

In the absence of a response or a satisfactory response within a period of at least sixty (60) days following the written complaint (and within a maximum period of one (1) year following this written complaint), the Client is able to apply to the **Médiateur du Tourisme et du Voyage** [Travel and Tourism Mediator] (MTV Médiation Tourisme Voyage, BP 80 303, 75 823 Paris Cedex 17), in accordance with the terms set out on the website www.mtv.travel.

The opinion of the Médiateur du Tourisme et du Voyage is not binding on the parties to the contract.

Furthermore, in accordance with Article 14 of Regulation (EU) n°524/2013, the European Commission has set up an Online Dispute Resolution platform, facilitating the independent out-of-court settlement of online disputes between consumers and professionals in the European Union.

This platform can be found by clicking on the following link: <https://webgate.ec.europa.eu/odr/>.

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).