

WEBSITE LEGAL NOTICE

www.skipass-2alpes.com is a professionally published site in the sense of Article 6 III-1 of the law on confidence in the digital economy no. 2004-575 of 21st June 2004.

IDENTIFICATION

WEBSITE PUBLISHER:

Deux Alpes Loisirs
Limited company with a capital of €8,899,133.95
Registered office: Immeuble le Meijotel, 38860 LES DEUX ALPES
Grenoble Company Trade Register (RCS) SIREN no. 064 501 406
Tel.: +33 (0)4 76 79 75 01
Email: Skipass.DAL@compagniedesalpes.fr
Intra-community VAT no. : FR 94064501406

PUBLICATION DIRECTOR

Antoine PIRIO, Chief Executive Officer

WEBSITE PROVIDER

E-LIBERTY Services SAS – Siège Sociale : Savoie Technolac, Batiment Alouette II, 23 avenue du Lac Léman, BP 20413, 73372 Le Bourget du Lac Cedex
Tel : +33 (0)4 58 16 00 10 – Courriel : eliberty@eliberty.fr – site Internet : www.eliberty.fr

Photo credits: Yoann Pesin, Nicolas Lafay, OT Les2Alpes_ Bruno Longo, OT Les2Alpes_ Monica Dalmasso, OT Les2Alpes_ Alexia Duclaud, OT Les2Alpes_ Luka Leroy, Sabine Hérou.

GENERAL TERMS AND CONDITIONS FOR SITE USE

1. DEFINITIONS

Author refers to any physical person having created the elements present on the Site, notably the tree structure, text, plans, photos and videos;

Publisher refers to the company Deux Alpes Loisirs;

Browser refers to the client software that allows connection to the Site;

Site refers to all the accessible resources under the domain name www.skipass-2alpes.com;

User refers to the person visiting the Site and the information consumer.

2. COPYRIGHT

French Legislation for copyright and intellectual property applies to the whole Site.

The reproduction, use, exploitation of photographs, images, plans, videos, texts, database extracts, graphic design elements and as a general rule any publication elements of the Site is forbidden without prior written agreement of their Author(s).

Failure to respect this prohibition constitutes as counterfeiting as sanctioned by Articles L335-2 et al. of the Intellectual Property Code.

3. BRAND RIGHTS

The brands of the website publisher and its partners as well as logos figuring on the Site are registered trademarks. Any complete or partial reproduction of these brands or logos made from the elements of the Site without express written authorisation of their bearers is thus prohibited in the sense of Article L713-2 of the Intellectual Property Code.

4. COOKIES

A cookie is a small quantity of data which is installed on the User's computer by a website.

Why do websites use cookies?

Webpages do not have any memory. When the User browses from page to page on the same website, it is not recognised as an individual person on these pages. Cookies allow the website to recognise the User's browser. Therefore cookies are mainly used to remember User preferences and choices, such as the language or currency for example, or to recognise the User when he/she browses the same site again.

Do all cookies have the same function?

No, there are different types of cookies which fulfil different functions. Cookies are distinguished by their role, validity period and the third parties who place them on a website.

How does the Site Publisher use cookies?

When the User connects to the Site, the Publisher installs various cookies in the User's computer to recognize the browser during the cookies' period of validity. These cookies are used in the following ways:

- A Cookie to ensure the smooth running of the command: These cookies are essential to the operation of our Site. We use them for online bookings. They allow you to store such things as the date you want to ski, and the number of skiers and their names. Without cookies, you could not book online as when you proceed through the booking process, the Site would forget the information already provided.
- Google Analytics: We use cookies provided by Google Analytics to evaluate the effectiveness of our Site and understand how visitors use our Site. This information allows us to know which pages are the most attractive, which products interest the most our customers and what types of offers they prefer. Although it is Google Analytics which records the information provided to us by our Site, we control the use of this data. If you do not wish to participate in the improvement of our Site, our products, our offers and our marketing strategy, you can disable this website analytical tool by clicking on the following link: <https://tools.google.com/dlpage/gaoptout> .
- Functionality Cookies: These cookies allow us to remember your choice (such as your username, the language you selected or your region) and offer optimized and customized features. Cookie management is different on each browser. This is described in the help menu of the browser, which informs the User how to change cookie options. The User can choose at any time to modify his or her cookies requirements by the means described below:

Pour [Internet Explorer™](#)

Pour [Safari™](#)

Pour [Chrome™](#)

Pour [Firefox™](#)

Pour [Opera™](#)

5. 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>).

6. LIABILITY

The website Publisher shall make every effort to offer Users information and/or tested and available tools, but shall not be held responsible for the absence of availability of information and/or the presence of a virus on the Site.

Furthermore, the Publisher cannot be held responsible for information issued on websites to which hyperlinks are directed and which are not under his editorial control.

For maintenance reasons, the Publisher may interrupt the Site endeavouring to give prior notice to its Users.

The User acknowledges having read the present terms and conditions and commits to respect them. The User acknowledges having checked that the configuration used does not contain a virus and is in perfect working order.

Finally, the Site User may not set up hyperlinks directed to this Site without the express prior authorisation of the Publisher.