

GENERAL CONDITIONS OF USE FOR LIFT PASSES

La Plagne Ski Lift Company (SAP)

Public Limited Company with a capital of 2 157 776,00 €

RCS Chambéry n° 076 220 011

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Ski Lift Company for the ski area of LA PLAGNE,

Insured for professional liability according to the conditions provided by article L220-1 of the Insurance Code with Allianz Opérations Entreprises - 7, Place du Dôme - TSA 21017-92099 La Défense Cedex.

Hereafter called the « Ski Lift Company ».

Article 1. GENERAL CONDITIONS

The current general conditions apply for all ski passes (hereafter called « Lift Pass(es) » sold by the Ski Lift Company and giving access to the ski areas of La Plagne or Paradiski (an area linked to the ski area of les Arcs/Peisey Vallandry operated by ADS Company).

The current general conditions are applicable from December 10th, 2016 and exclusively valid for the current winter season.

The usage conditions of lift passes valid on the summer season are defined in a separate document.

If any provision in this document becomes null and void, it would be considered as being governed by the current practice in the ski lift industry which head offices are based in France.

The purchase of a Lift Pass implies the knowledge and acceptance by the purchaser, (hereafter called the « User »), of the whole current general conditions, with no prejudice to their normal legal rights.

ATTENTION :

Each Lift Pass is issued with a proof of purchase stating the ski area and the category (adult, child...) of the lift pass, its expiry date, its keycard number and any insurance taken out.

This proof of purchase must be kept by the User who must be able to present it to the Ski Lift Company in case of inspection or in support of any request (ex: mountain rescue, loss or theft of a Lift Pass, complaint...) from the Ski Lift Company or from ADS Company if necessary.

The Lift Pass is strictly personal, non-transferable and non-assignable. The User is therefore required to keep his Lift Pass so that it cannot be used by anyone else.

Article 2. LIFT PASS CHECK

Each Lift Pass may be used for a predetermined period of validity and age category. The information about the validity of the Lift Pass, which is written on the ski card, has no contractual value. Only the information on the chip shall apply.

All Lift Passes, during their period of validity, give the right to circulate freely on the ski lifts of the ski area for which it has been issued, with no priority of any sort.

The ski area validity of the Lift Pass is defined on the slope map of the winter season in question and during the opening periods of the ski lifts which are posted in the Ski Lift Company sales points and/or at the bottom of the ski lifts, subject to weather and snow conditions.

The User must be in possession of his Lift Pass (accompanied by the proof of purchase) during his entire trip on the ski lifts, from the departure area right up to the arrival area for detection by an automatic inspection system or presentation to inspectors authorized by the Ski Lift Company or ADS Company who is entitled to ask.

The absence of a Lift Pass, the use of a non-valid Lift Pass or even the non-respect of the rules and regulations posted at the bottom of each ski lift, and noted by an official Ski Lift Company inspector, will imply :

- either the payment of a fixed fine to avoid legal action. This fixed fine is equal to five (5) times the value of the day Lift Pass, to which may be added, if appropriate, a handling charge, in accordance with the applicable rules and regulations (Articles L342-15, R342-19 and R342-20 of the Tourist Code and Articles 529-3 onwards of the Legal Code) ;
- or legal action.

These official Ski Lift Company inspectors may request the presentation of all documents which justify the application of special prices to the User holding a reduced price or free Lift Pass.

If the Client refuses or cannot justify his identity, the official inspector will immediately inform a member of the police force who is legally authorized to demand this information immediately.

These official inspectors can also confiscate the Lift Pass immediately in order to return it to its proper owner.

If the fraud is noted by an official inspector, the information he collected during the procedure may be kept as computer data so as to ensure the follow up of the fraud and any eventual follow ups as well as for statistical purposes.

This data is for sole use of the Ski Lift Company.

In accordance with the law concerning computer data information and liberty, any concerned person has the right to access and correct data by writing to the Ski Lift Company at the following address : SAP - Service Contrôle des Titres - BP 57- Plagne Centre - 73214 Aime La Plagne Cedex.

Data processing manager : the Ski Lift Company

Treatment process : Follow up of fraudulent use of Lift Passes at the transport policy

Article 3. FAULTY CARDS

Instructions for use : clients are advised to keep their pass in a left-hand pocket without any other metallic or electronic item. It must not be folded, perforated or left near a heat source.

In case of dysfunction or technical problem with the ski card (over a period of three winter seasons), the Ski Lift Company will replace at its own expense the faulty card the Ski Lift Company issued initially, in return for and counting from when the faulty card is returned to one of the Ski Lift Company sales points.

However, if, on verification, the dysfunction of the ski card is attributable to the User (e.g failure to follow instructions for use), the Ski Lift Company will bill them for any processing costs provided for in article 4.

If the defective card was issued by ADS Company, the Ski Lift Company cannot process this request.

The User is required to make the request to ADS Company in accordance with the terms of the General Conditions of Use for Lift Passes that they have issued.

Article 4. LIFT PASS LOSS OR THEFT

The following provisions apply solely to the Lift Passes issued by the Ski Lift Company.

From the moment the lost or stolen Lift Pass was issued by ADS Company, the Ski Lift Company cannot process the request.

The User is required to make this request to ADS Company respecting the terms of the General Conditions of Use for Lift Passes that ADS Company has issued.

In case of loss or theft of a Lift Pass with a remaining period of validity equal to or over four (4) hours, the User can obtain a duplicate from the Ski Lift Company, subject to fulfilling the following conditions :

4.1 Declaration of loss and information to be provided

Case n°1 : For the holder who bought and paid for his lift pass directly at a Ski Lift Company sales point (including a terminal) or on the Ski Lift Company online website (www.skipass-laplagne.com)

The User must provide the proof of purchase (the receipt issued by the Ski Lift Company when the Lift Pass is purchased directly from a sales point, or the copy of the order confirmation) for his duplicate request.

Case n°2 : For the holder who purchased his Lift Pass directly from a third party (ex : accommodation provider, Tour operator)

The User is required to give the Ski Lift Company the keycard number appearing on the Lift Pass.

The User with no proof of purchase issued by the Ski Lift Company is required to note down and keep the number when the machine issues his Lift Pass.

The User must then fill in the declaration of loss in one of the Ski Lift Company sales point, he must state :

- the keycard number (appearing on the proof of purchase in the case n°1) or the WTP number (appearing on the ski card in case n°2)
- the dates, period of validity of the lost or stolen Lift Pass

4.2 Handling costs

To obtain a duplicate ski pass, the User must also pay applicable handling charges ; of which amount is posted in the Ski Lift Company ski pass offices.

4.3 Duplicate issue

All Lift Passes that have been notified blocked to the Ski Lift Company will be dis-activated by the Ski Lift Company and can no longer be used to access the ski area.

Subject to usage checks, a duplicate (for the remaining duration of the Lift Pass) will be issued to the User the same day of the Lift Pass loss/theft declaration, left in one of the Ski Lift Company sales points before its closing time.

PLEASE NOTE : All Lift Passes with a remaining duration inferior to four (4) hours, whatever the ski card used, declared lost or stolen, cannot be replaced by a duplicate . Likewise for all other Lift Passes where the information required to obtain a duplicate (cf Article 4.1 here-above) cannot be provided by the User, no duplicate will be issued and this, without any possible resort of the User against the Ski Lift Company.

Article 5. RESPECT OF THE SAFETY RULES

Any User must respect the security rules and regulations concerning the transport by ski lifts, notably the policy regulations posted at the bottom of the ski lifts, the pictograms completing them as well as all advice given by the Ski Lift Company staff, under threat of penalty.

This is also true for the respect of Town council by laws related to ski slope security and the User is also recommended to take into account the « Ten rules for good behavior of slope users » edited by the International Ski Federation (FIS).

The Users who do not respect these rules, and who put at risk the the security of the other Users or the Ski Lift Company's agents, or who intentionally damage the ski lifts company facilities, will have their Lift Pass removed and confiscated immediately by the Ski Lift Company.

Article 6. PROTECTION OF PERSONAL INFORMATION DATA

Data related to the Users movements are collected in order to manage access operations to the ski lifts and Lift Pass checks. The data is also collected for statistical purposes.

All these data is only intended for the Ski Lift Company and possibly ADS Company, operating the linked area used by the User.

In accordance with the law concerning computer data information and liberty, Clients (or their legal representatives) have a right to access, modification and opposition for lawful grounds to the Ski Lift Company, by writing to the Ski Lift Company at the following address : SAP - Service Marketing Vente - BP 57- Plagne Centre - 73214 Aime La Plagne Cedex.

Data processing manager : the Ski Lift Company

Treatment process : Ticket sales and access check

In case of a mountain rescue intervention to a User, personal data is collected by the mountain rescue in order to ensure the follow-up of their intervention and the rescue fee invoicing.

This data is solely intended for the Ski Lift Company and for the public authorities in charge of the rescue fee recovery.

In accordance with the law concerning computer data information, the Users (or their legal representatives) have the right to access and correct data by writing to the Ski Lift Company at the correspondence address : SAP - Service de la Sécurité des Pistes - BP 57 - Plagne Centre - 73214 Aime La Plagne Cedex.

Data processing management : the Ski Lift Company

Treatment process : Interventions follow up of the ski patrol

In accordance with article 90 decree n°2005-1309 dated October 20th, 2005, all persons may receive the information contained in this paragraph in writing, by simple oral or written request to the relevant service.

Article 7. CO2 INFORMATION FOR THE TRANSPORT SYSTEM

In accordance with article L1431-3 of the « Transports Code », the Ski Lift Company has produced the following information, which is related to the lift system service :

- Transport-related CO2 emissions for a La Plagne 1 day Lift Pass are 263g equivalent to a 2km car journey
- Transport-related CO2 emissions for a Paradiski 1 day Lift Pass are 238g equivalent to a 2km car journey
- Transport-related CO2 emissions for a La Plagne 6 day Lift Pass are 1578g equivalent to a 12km car journey
- Transport-related CO2 emissions for a Paradiski 6 day Lift Pass are 1428g equivalent to an 11km car journey

For the other Lift Passes, the CO2 information related to the Ski Lift transport system are posted in the Ski Lift Company sales points and on the website www.laplagne.com.

For any further information, the service to be contacted is : SAP - Service QSE- BP57 - Plagne Centre - 73214 Aime La Plagne Cedex.

Article 8. TRANSLATION - APPLICABLE LAW - LITIGIOUS SETTLEMENTS

If these current general conditions have been printed in several languages, it is expressly understood that the French version of these general conditions is the authentic legal version. In consequence and if there is a problem in interpretation and application of one of the points in these general conditions, the French version should be used as reference.

The current general conditions are subject to French law for all interpretation and application.

Should there be a dispute over the interpretation or execution of this document, there is the option of conventional mediation or any other form of settling disputes (e.g. conciliation), as provided for in article L211-3 of the Consumer Code, in order to start a mediation way, the Client should contact The médiateur du Tourisme et du Voyage (MTV Médiation Tourisme Voyage, BP 80 303, 75823 Paris Cedex 17), following the information on the website www.mtv.travel during a maximum time limit of 1 year starting the receipt of his require to the Ski Lift Company.

If not out of court settlement can be found, the litigation will be brought by the most diligent party and judged by a competent court of justice.