

GENERAL CONDITIONS FOR THE SALE OF TICKETS FOR TRAVEL ON SKI LIFTS AND FOR ACTIVITIES

Société d'Aménagement de la station de la Plagne (SAP)

Public Limited Company with a share capital of 2 157 776.00 €

Registered at the company registry in Chambéry under n° 076 220 011

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Registered with ORIAS as an insurance agent under number 18005294 (www.orias.fr),

Insured for professional public liability, as provided for in article L220-1 of the insurance code, by Allianz IARD - 1, cours Michelet- CS 30051 - 92076 Paris La Défense Cedex,

Operator of the la PLAGNE ski area,

Hereinafter referred to as the «Vendor».

ARTICLE 1. SCOPE

These general conditions apply to all tickets for travel on ski lifts (hereinafter referred to as the «Ticket(s)») sold by the Société d'Aménagement de la station de la Plagne (SAP) and granting access to the ski areas of la Plagne and Paradiski (area linked to the les Arcs/Peisey-Vallandry ski area operated by the ADS company) and to recreational and sporting activities in addition to the sale of Tickets (hereinafter referred to as the «Activity (ies)»).

These general conditions are applicable with effect from 14 October 2020 and are only valid during the winter season.

The sales conditions for Tickets valid in the summer season are outlined in a separate document.

These general conditions are supplemented by the attached General Conditions for the Use of Tickets.

In respect of on-line purchases (web site, tablet, terminal or mobile application), they are supplemented by the Specific Conditions for On-line Sales displayed on the corresponding sales medium.

Should a situation arise which is not covered by these conditions, it will be considered to be regulated by current practice in the ski lift sector and for companies with their registered offices in France.

The purchase of a Ticket or the purchase of an Activity implies knowledge and acceptance of these general conditions in their entirety by the person (hereinafter referred to as the «Client(s)»), without prejudice to the usual means of recourse.

These conditions exclusively concern individuals with the status of consumer in the sense of the introductory article of the Consumer Code.

It is the Client's responsibility to ensure they are fully informed about the Tickets and, where applicable, the Activities and their prices and to choose the most suitable one. The Vendor cannot be held responsible for the Client's choice.

Reminder: These general sales conditions may be subject to later amendments. The version that will be applied to the Client's purchase is that which is applicable on the day the contract is concluded.

ARTICLE 2. GENERAL SALES CONDITIONS

FOR TICKETS FOR TRAVEL ON SKI LIFTS**Article 2.1. Description of the Tickets**

These general conditions apply specifically, without restriction or reserve, to all purchases of Tickets sold by SAP:

- In its sales points in the resort;
- On www.skipass-laplagne.com (hereinafter referred to as the «Web Site»);
- On the «easy pass» touch-screen tablets available in some sales points;
- On the purchase and recharge terminals available in some sales points;
- On the «Paradiski Yuge» mobile application.

Offered for sale in accordance with the price guides referred to in article 2.4.2 are:

- «Tickets for consecutive days» for a period between two dates.
- «Tickets for non-consecutive days»: They are valid for the current winter season. If at the end of the season or the stated period, the number of days has not been used, they will not be carried forward to a later season, nor refunded or exchanged.
- «Tickets for consecutive hours»: The number of hours is counted down uninterrupted and consecutively from the first time the skier passes through a ski lift terminal. If, when the lifts close, the hours have not been used up, the balance will not be carried forward to a later day nor refunded or exchanged;
- «Undated Ticket»: Undated Tickets are valid exclusively for the current winter season.

The Vendor, in their capacity as an Insurance Agent, also offers the Client a «Carré Neige» insurance policy as a supplement to the purchase of a Ticket. This policy is subject to the insurance conditions available in the sales points or can be viewed and downloaded either directly on the web site www.carreneige.com or from the hyper-text link on the Vendor's web site (www.skipass-laplagne.com).

PLEASE NOTE:

Every Ticket issued is accompanied by a **proof of purchase** showing the ski area and category (adult, child, etc.), the expiry date, the **WTP number of the ticket** and any insurance taken out.

This proof of purchase must be retained by the Client, who must be able to present it to the Vendor in the event of a ticket inspection as well as in support of any request (e.g.: rescue, loss or theft of the Ticket, multiple reasons, complaint).

Article 2.2. Ticket cards

The **Ticket** comprises a **card** on which a **ticket for travel** is encoded, and a **proof of purchase**.

The card is **sold at a price of one euro inclusive of all taxes (1€ TTC)**.

All rechargeable cards issued by the Vendor, and in good working order, may be recharged by Clients in the Vendor's physical sales points, in the purchase and recharging terminals, on www.skipass-laplagne.com, on «easy pass», tablets or on the «Paradiski Yuge» mobile application.

If the Client does not have a card, their Ticket will then be encoded on a new «rechargeable microchip card» known as a «ski card», at a unit price of one euro inclusive of all taxes (1€ TTC).

This card cannot be refunded.

It can be recharged and reused one or more times over a maximum period of 5 (five) years.

The card holder does not enjoy any reduction on the price of a travel ticket when recharging it in sales points or on line.

Article 2.3. The client's photograph client

The sale of any «season » type Ticket is subject to the provision of a recent, identity photograph of the Client, taken full face without sunglasses or head-covering.

This photograph will be retained by the Vendor in their digital ticketing system to facilitate recharges or re-issues of the Ticket, subject to the Client's consent (see. infra « Protection of data of a personal nature»).

Article 2.4. Prices and means of payment

2.4.1. Prices

The public prices of tickets for travel, the «ski-card» and Carré Neige insurance are displayed in the Vendor's sales points and on the web site www.skipass-laplagne.com. Price lists are also available in the sales points as well as in Tourist Offices.

These prices are expressed in euros per person and inclusive of all taxes: they are established on the basis of the taxes in force and may be altered should the applicable taxes vary.

These prices are fixed and cannot be revised during their term of validity, the Vendor reserving the right to alter the prices at any time outside the period of validity.

Reductions and free passes are offered in accordance with the conditions displayed in the sales points and on the web site.

In sales points, reductions and free passes are granted on presentation, at the time of purchase, of official proof of entitlement to the said price benefits.

Photocopies of the proof will not be accepted. No reductions or free passes will be granted retrospectively.

All reductions are applied on the basis of the «single or individual adult price» and are not cumulable with any other current offer or promotion.

, offers and promotions may only be exclusively offered and reserved on certain sales media (e.g. : web site, mobile application).

In all cases, the Client's age to be considered will be their age on the first day of the Ticket's validity.

2.4.2. Means of payment

Tickets will only be issued on payment of the corresponding price.

These payments are made in Euros, either by cheque drawn on a bank account in France and made out in favour of the Vendor, or in cash within the legal tender limits (see. articles L112-6 and D112-3 of the monetary and financial code), or by credit/debit card accepted by the Vendor (CB, Visa, AMEX (only in sales points) or Mastercard in euros or foreign currencies), or by ANCV or Connect holiday cheques).

All payments by cheque must be supported by proof of identity in the name of the person issuing the cheque.

For payment on the web site, only payments by credit/debit card and Connect holiday cheques are accepted.

Article 2.5. Interruption to the lift service

In the event of an interruption to the operation of the lifts due to *force majeure*, the terms are as defined in article 4.3 below.

2.5.1. If the Client chooses a « 4-hour » or « 1-day » Ticket

The Vendor offers price reductions on «4-hour» and «1-day» Tickets if unfavourable weather or snow conditions have a significant impact on the opening of the lifts. (see. conditions in sales points)

2.5.2. If the Client chooses a «holiday» ticket (= 2 or more days other than a «season» Ticket or a Ticket for non-consecutive days)

Only an **interruption of more than 4 (four) consecutive hours AND of more than 50% (fifty per cent) of the lifts** to which the Ticket gives access and whatever the Client's departure point, may give rise to compensation for the loss suffered by the Client holding a «holiday» Ticket.

In this case, a compensation form is issued by reception or in the Vendor's sales points or is available on <https://ticketoski.fr/fr/la-plagne>.

Once the thresholds outlined in the 1st § have been reached, compensation is calculated in accordance with the number of days during which the Client has been unable to use their Ticket, due to the interruption to the service: the last day taken into account being in any case the expiry date of the Ticket concerned.

The Client will have the choice of the following forms of compensation (the choice is irrevocable and cannot be challenged for any reason whatsoever):

1. **Extension** to the period of validity of the Ticket concerned through the issue of a new Ticket of the same type for a duration equal to the number of days to be compensated as defined below, (commencing the day after the expiry date of the initial Ticket or the first day of the resumption of service , whichever is later).
2. A **credit note** to be used before the end of the winter season following the current one (N+1). This credit note is issued in the form of a Ticket of a duration equivalent to the number of days to be compensated as defined above.
3. **Refund** calculated pro rata to the number of days of interruption to the lift service.
By way of example: for a stoppage of more than 50% (fifty percent) of the lifts as defined above for 3 (three) days, a Client holding a 6-(six) day will be refunded 3/6th of the purchase price of their Ticket.

The Client may not claim any sum or facility in excess of the compensation chosen.

The compensation request, accompanied by the supporting documentation (original or scan of the Ticket and proof of purchase), must be delivered or posted to the Vendor in accordance with the terms defined in article 4.2 below.

The compensation will be made no later than 2 (two) months after receipt of all the items relating to the compensation request.

NB: This compensation procedure does not apply to the first and last weeks of the winter season, given that reduced prices are already applied by the Vendor during these periods.

NB : Only Tickets purchased and paid for by the Client directly from the Vendor are eligible for compensation. In other situations, Clients should consult the general sales conditions of the organisation which sold the Ticket.

Article 2.6. Closure of the ski area on the decision of the public authorities due to the COVID 19 health crisis.

In the event of a health crisis leading to an administrative decision to close the ski area, the Client will be able to request, at no cost, a refund of their Ticket by completing the form at the following address: www.ticketoski.fr/fr/la-plagne with the number of their ticket and their bank details.

The amount of the refund will be calculated pro rata to the number of days the ski area is closed by administrative decision during the period their Ticket is valid.

In the case of a «Season» Ticket, the period taken into account to calculate the amount of the refund in proportion to the length of time involved will begin with effect from the resort opening date and will end on the original closure date. The refund can only be calculated once the closing date has been reached, to take account of the possible re-opening of the ski area during the season. Subject to the submission of a complete request, the Vendor has 30 days in which to make the refund.

Article 2.7. Refund

No refunds or exchanges will be made in any case where the Tickets issued have not been used or fully used up other than in the circumstances covered by articles 2.5, 2.6 and 4.3

This type of risk can be covered by specific insurance which also covers rescue costs in the event of an accident on the ski pistes or ski lifts. All details of this insurance can be requested in the sales points.

ARTICLE 3. GENERAL SALES CONDITIONS FOR ACTIVITIES

Article 3.1. Description of Activities

These general conditions apply without restriction or reserve to any purchase of Activities offered by the *Société d'Aménagement de la station de la Plagne* (SAP), the Vendor, to its Clients.

The Activities marketed by the Vendor are as follows:

- The «Colorado luge» Activity sold on line and in sales points in the resort.
- The «First Tracks» Activity the calendar for which is available on the Vendor's Web Site. It is sold exclusively on line.

The principal features of these Activities are shown in the price guides available from the sales points in the resort and on the Vendor's Web Site.

Article 3.2. Cards

The «Colorado luge» Activity purchased on line by the Client is issued on a Card as described in article 2.2. The Client holding such a Card may charge the «Colorado luge» Activity directly to the said Card.

Cards in good working order may be recharged directly in the «Colorado luge» Activity sales point.

If the «Colorado luge» Activity has been purchased in a sales point, it is issued on a disposable, non-rechargeable card.

However, the «First tracks» Activity may only be ordered on line. On payment of the full price, the Client will receive an order confirmation comprising in particular a QR code allowing them to access the «First tracks» Activity on the day shown on the said order confirmation.

Article 3.3. Prices and means of payment

Article 3.3.1. Prices

The prices of Activities are displayed in the Vendor's sales points and on the web site www.skipass-laplagne.com. Price lists are also available in the sales points as well as in Tourist Offices.

These prices are fixed and cannot be revised during their term of validity, the Vendor reserving the right to alter the prices at any time outside the period of validity.

Article 3.3.2. Means of payment

The price is payable in full on the day the Activity is provided or where applicable at the time the order is placed.

Proof of purchase will be issued with each purchase of an Activity.

These payments are made in Euros, either by cheque drawn on a bank account in France and made out in favour of the Vendor, or in cash within the legal tender limits (see. articles L112-6 and D112-3 of the monetary and financial code), or by credit/debit card accepted by the Vendor (CB, Visa, AMEX (only in sales points) or Mastercard in euros or foreign currencies), or by ANCV or Connect holiday cheques).

All payments by cheque must be supported by proof of identity in the name of the person issuing the cheque. For payment on the web site, only payments by credit/debit card and Connect holiday cheques are accepted.

Article 3.4. Refunds

It is specified that where one or more undated toboggan runs on the «Colorado luge» Activity are purchased, the runs remaining unused by the Client at the end of the winter season will be lost and will neither be refunded nor exchanged.

Compensation will only be paid if the dated «First tracks» Activity is cancelled by the Vendor. In such cases, the Client will be notified by e-mail of the cancellation by the Vendor and will receive a refund.

In all cases, the refund will be paid no later than 2 (two) months after the date of entry to the «First tracks» Activity shown on the Client's order confirmation.

If the Client does not appear on the date shown on their order summary, no compensation will be payable to them.

ARTICLE 4. COMMON PROVISIONS

Article 4.1. Photographs of the Client

It is specified that the Colosses and Bécoïn chairlifts as well as the «Colorado luge» Activity are equipped with a system which automatically photographs the Client.

If they so wish, the Client may obtain their photograph on the «Paradiski Yuge» mobile application having scanned their Card and chosen their photograph on the terminal.

The photograph constitutes data of a personal nature in the sense of the regulations, specifically the European regulation 2016/679 of 27 April 2016 relating to the protection of individuals in respect of the processing of data of a personal nature and the free circulation of this data.

It is digitally processed so that it is available to the Client after they have taken the chairlift concerned. The same applies after using the «Colorado luge» Activity.

The processing is carried out under the conditions described in the General Conditions for Use.

Article 4.2. Complaints

All complaints must be submitted to the Vendor within 2 (two) months of the event giving rise to the complaint taking place, without prejudice to the legal means and deadlines to seek mediation or initiate legal proceedings under the conditions outlined in article 4.6.

All complaints must be forwarded to the following address: *SAP- Service Relation Clientèle*— La Cembraie La Plagne-73 210 La Plagne Tarentaise Cedex France or submitted on line to the address <https://ticketoski.fr/fr/la-plagne>.

Article 4.3. Force majeure

Any incidence of *force majeure* in the sense of article 1218 of the Civil Code will result in the suspension or cancellation of the contract under the terms provided for in articles 1351 and 1351-1 of the Civil Code.

Article 4.4. Intellectual Property

The Client does not obtain any right of ownership or usage and may not use the designations, symbols, emblems, logos, brands, copyright and other symbols or other rights of literary, artistic or industrial ownership belonging to the Vendor.

Article 4.5. Protection of data of a personal nature

Personal details gathered at the time of the sale of Tickets are subject to processing for the following purposes:

- To process the order. The processing is necessary to fulfil the sales contract which the Client concludes with the Vendor;
- To send the Client promotional offers, newsletters, invitations to take part in games and competitions and surveys. This processing is based, in the case of messages sent by the Vendor, on the latter's legitimate interest in expanding their activities, and in the case of messages sent by the La Plagne Tourist Office, the Vendor's business partners and companies affiliated to it (*Compagnie des Alpes* Group), with the Client's consent;
- To reply to requests for information, comments and complaints sent by the Client. This processing is based on the Client's consent.

All the information requested by the Vendor at the time of the sale of Tickets must be supplied. Providing other details is optional.

The processing is carried out under the responsibility of the Vendor, represented by M. Nicolas PROVENDIE, acting in the capacity of General Manager and whose contact details are at the top of these General Sales Conditions.

The data collected is for the use of:

- The Vendor;
- All service providers whose involvement is necessary to the afore-mentioned processing;
- The la Plagne Tourist Office, the Vendor's business partners and companies affiliated to it (*Compagnie des Alpes* Group) if the Client has consented to it.

It is possible that these details will be transferred to a country which is not a member of the European Union. The Client may obtain further information about these transfers and the applicable guarantees concerning the Vendor.

The data collected is retained for the following periods:

- Data collected to process orders for products and services:
 - o If the order is placed in a ticket office, for five years with effect from the collection of the data;
 - o If the order is placed electronically, for five years with effect from the collection of the data if the amount of the order is less than 120 € and for ten years if the amount of the order is equal to or more than 120 €.By way of exception, the number and expiry date of your credit or debit card are retained in any all cases for 15 months after the date of the last debit as proof should the remote transaction be contested. The cryptogramme is not retained after the transaction.
Also by way of exception, the photographs gathered in respect of the purchase of a Ticket with photograph are retained for three years with effect from their collection, to facilitate the re-issue of a Ticket from one season to the next, provided the Client has given their prior consent;
- Data collected to send the Client newsletters, surveys and promotional offers, for three years with effect from their collection. At the end of this period, the data is retained for a new period of three years if the Client accepts to continue receiving newsletters, surveys and promotional offers from the Vendor;
- Data collected to respond to requests for details, comments and complaints sent by the Client, for the time necessary for the processing of these requests, comments and complaints.

To maintain the confidentiality and security of personal data and in particular to protect them from illicit or accidental destruction, loss or accidental alteration or unauthorised divulgence or access, the Vendor takes appropriate technical and organisational measures in accordance with the applicable legal provisions. To this end, the latter 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 them, to have it corrected or deleted, to transfer it or to have it transferred to a third party, to limit or object to this processing. The Vendor will comply with this request subject to compliance with their legal obligations.

The Client has the right to withdraw at any moment their consent to the processing of the data concerning them. Withdrawal of their consent does not affect the legality of the processing carried out before this withdrawal.

The Client may activate these rights by contacting the Vendor's data protection delegate:

- By post to the following address: SAP – Service Protection des données personnelles – La Cembraie La Plagne-73 210 La Plagne Tarentaise, France or;
- By e-mail to the following address: privacy.sap@compagniedesalpes.fr

Out of concern for the confidentiality and protection of personal data, the Vendor reserves the option to request from the Client proof of identity before responding to their request. They may also ask them to produce an identity document mentioning their date and place of birth and bearing their signature.

The Client has the right to submit a complaint to the CNIL if they consider that their rights have not been respected. Contact details for the CNIL are as follows: 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 – Web Site: <https://www.cnil.fr/fr/plaintes>.

In application of article 90 of decree n°2005-1309 of 20 October 2005, the Client may receive the information shown above in written form, on simple oral or written request to the above-mentioned department.

Lastly, the Client may add their name free of charge to the list of persons not wishing to receive unsolicited telephone calls, in order not to receive telephone calls from a professional with whom they do not have a current contractual relationship in accordance with article L 223-2 of the Consumer Code. (<http://www.bloctel.gouv.fr>).

Article 4.6. Translation- applicable law-settlement of disputes

Where these general conditions have been drawn up in several languages, it is expressly intended that only the French version of these general conditions is valid. Consequently, and in the event of difficulty in interpreting /

applying any of the provisions of these general conditions, the French version should be expressly and exclusively consulted.

These general conditions are subject to French law for both their interpretation and implementation.

In accordance with the provisions of article L.211-3 of the Consumer Code, should a difference arise relating to the validity, interpretation or implementation of these conditions, the Client may seek, free of charge, a contractual mediation process or any other means of resolving disputes.

Any complaint must be submitted under the terms defined in article 4.2 of these conditions.

In the absence of a satisfactory response or of any response within a minimum of 60 (sixty) days following the written complaint (and with a maximum of 1 (one) year from the written complaint), the Client is advised that they have the option to resort to a mediation process with the **Tourism and Travel Mediator in** accordance with the terms established on the web site www.mtv.travel/

The opinion delivered by the Tourism and Travel Mediator is not binding on the parties to the contract.

Additionally, in accordance with article 14 of EU Regulation n°524/2013, the European Commission has set up a platform for the On-line Settlement of Disputes, to facilitate the independent settlement by extra-judicial means of disputes on line between consumers and professionals in the European Union.

This platform can be accessed through the following link: <https://webgate.ec.europa.eu/odr/>.

Should an amicable settlement not be reached, the Client may take legal action in one of the appropriate jurisdictions by virtue of the civil procedure code, or the jurisdiction in their place of residence at the time the contract was concluded or where the event giving rise to the complaint took place (Article R. 631-3 of the Consumer Code).

GENERAL CONDITIONS FOR THE USE OF TICKETS FOR TRAVEL ON SKI LIFTS AND FOR ACTIVITIES

Société d'Aménagement de la station de la Plagne (SAP)

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

Registered at the company registry in Chambéry under n° 076 220 011

Registered office: Plagne Centre- La Plagne-73 210 LA PLAGNE TARENTOISE

Postal address: La Cembraie La Plagne-73 210 La Plagne Tarentaise

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E-mail: info@ski-laplagne.com

Registered with ORIAS as an insurance agent under number 18005294 (www.orias.fr),

Insured for professional public liability, as provided for in article L220-1 of the insurance code, by Allianz IARD - 1, cours Michelet- CS 30051 - 92076 Paris La Défense Cedex,

Operator of the la PLAGNE ski area,

Hereinafter referred to as the «Operator».

Article 1. GENERAL

These general conditions apply to all tickets for travel on ski lifts (hereinafter referred to as the «Ticket(s)») issued by the Operator and giving access to the ski areas of la Plagne and Paradiski (area linked to the les Arcs/Peisey-Vallandry ski area) and to leisure and sporting activities other than the sale of Tickets (hereinafter referred to as the «Activity(ies)»).

These general conditions are applicable **with effect from 14 October 2020** and are valid only during the winter season.

The conditions for the use of Summer Tickets and Activities are outlined in a separate document

These general conditions are supplemented by the general sales conditions of the entity which sold the Ticket to the User.

Should a situation arise which is not covered by these conditions, it will be considered to be regulated by current practice in the ski lift sector and for companies with their registered offices in France.

The purchase of a Ticket and/or of an Activity implies knowledge and acceptance by the person (hereinafter referred to as the «User») of these general conditions in their entirety without prejudice to the usual means of recourse.

PLEASE NOTE :

The User must retain:

- The **proof of purchase** issued to them at the time of purchase from the Operator.

This proof of purchase shows the area, category (adult, child etc.), the expiry date, the «WTP number» of the ticket for travel and any insurance taken out.

- The «**WTP** number» is displayed on the Ticket card when it has been purchased from a Distributor.

They will be required to produce this in the event of an inspection by the Operator as well as in support of any request (e.g. : rescue, loss or theft of the Ticket, complaint) to the Operator or to the ADS Company.

Reminder: Every Ticket is issued with a proof of purchase on which is displayed the area, category (adult, child, etc.), the expiry date, the WTP number of the ticket for travel and any insurance taken out.

The Ticket is strictly personal and cannot be sold or transferred except the Tickets of the shortest duration on the price list. It is therefore the User's responsibility to ensure that their Ticket cannot be used by a third party.

Article 2. TICKET INSPECTIONS

Each Ticket may be used for a pre-determined period of validity and age category. The information relating to the validity of the Ticket written on the ticket card is of no contractual value. Only the information held on the micro-chip is valid.

During their period of validity, all Tickets grant the right to unrestricted travel on the lifts in the ski area for which it was issued, with no priority of any sort whatsoever.

The Ticket's area of validity is outlined on the piste maps for the winter season concerned and, during the opening hours of the lifts, is displayed in the Operator's sales points and/or at the departure points of the lifts subject to weather and snow conditions.

The Ticket (accompanied by a proof of purchase) must be retained by the User during the journey made on each lift, from its departure zone to its arrival zone, so that it may be detected by an automatic detection system or shown to any inspector authorised by the Operator or by the ADS company who is entitled to so request.

In the absence of a Ticket, or in the case of the use of an invalid Ticket or non-compliance with the regulations displayed at the departure points of the lifts, observed by an authorised inspector, the offender may regularise the situation by the immediate payment of a fixed penalty added to any sum owing in respect of the ticket for travel.

This fixed penalty may reach **5 (five) times the value of a daily ticket for travel as provided for by the applicable regulations** (Articles L342-15, R342-19 and R342-20 of the Tourist Code and Articles 529-3 and those which follow of the Penal Process Code).

Authorised inspectors may request sight of all items justifying any price advantages accorded to the User of a reduced price or free Ticket. The various age categories are checked automatically at the terminals and signalled by different coloured lights.

If the offender refuses or is unable to prove their identity, the authorised inspector will immediately notify any police officer or *gendarme* with the appropriate authority who may then instruct them bring the offender before them immediately.

The procedure outlined in the previous paragraph is immediately terminated if the offender pays all the sums due. A receipt will be issued for the fixed penalty.

The offender has time provided for by the law:

- To pay the amount due which includes:
 - o Any sum due for the ticket for travel.
 - o The fixed penalty.
 - o And administration costs in accordance with the provisions of article 529-4 of the Penal Process Code.
- Or to submit a justified objection to the Operator

If payment has not been made within the legal timescale and in the absence of an objection, legal proceedings will be initiated against the offender in accordance with the provisions of article 529-5 of the Penal Process Code.

Lastly, fraudulent use of a Ticket (expired, falsified or counterfeit Ticket, use of a Ticket in another person's name...) will result in the Ticket's immediate confiscation and, where applicable, the initiation of legal proceedings.

Article 3. DEFECTIVE TICKET CARDS

Instructions for use:

To facilitate the transmission of the encoded information when passing through the entry terminals, the Ticket must be carried on the left-hand side and, preferably, away from mobile telephones, keys and any wrapping made wholly or partly from aluminium.

The card must not be folded, pierced or placed near a heat source.

In the event of malfunction or technical failure, of the «ski card» (within five years), the Operator having issued the original Ticket will, at their expense, replace the card on and with effect from the return of the defective card to one of the Operator's sales points.

However, if after inspection the defect in the card can be attributed to the User (e.g. : non-compliance with the instructions for use), the Operator will invoice the latter with the administrative costs provided for in article 4.

Where the defective card has been issued by the ADS company, the Operator is unable to deal with this request.

The User must submit this request to ADS in compliance with the General Conditions of Use of Tickets drawn up by the latter.

Article 4. LOSS OR THEFT OF CARDS INCLUDING TICKETS AND/OR ENTRY TO THE ACTIVITES CONCERNED

4.1. Cards including Tickets

The provisions below apply exclusively to Tickets issued by the Operator.

Consequently, when the lost or stolen Ticket has been issued by the ADS company, the Operator cannot deal with this request.

The User must submit their request to the ADS company in compliance with the General Conditions of Use of Tickets drawn up by the latter.

In the case of the loss or theft of a **Ticket with 4 (four) or more hours remaining**, the User may be issued with a duplicate by the Operator, subject to the following conditions:

4.1.1. Declaration of loss and information to be provided

Case n°1: Where the User has purchased and paid for their Ticket directly from the Operator.

They must provide the **proof of purchase** (receipt issued by the Operator at the time of the purchase in the case of a payment on site or a copy of the order confirmation in the case of payment on line), in support of their request for a duplicate.

Case n°2: Where the User has purchased their Ticket from a distributor (e.g. : accommodation provider, Tour operator)

They must provide the Operator with the **WTP number** displayed on their Ticket card.

Where the User does not have a proof of purchase issued by the Operator, they must note and retain this number as soon as their Ticket is issued by the distributor.

The User must then declare the loss in one of the Operator's sales points stating:

- The User's name, forename and telephone number.
- The WTP number.
- The dates and period of validity of the lost or stolen Ticket.

4.2. Cards including Activities

In the case of the loss of a Card including one or more entries to one or more Activities Other Than Skiing sold by the Operator, the User must provide the Operator with the **proof of purchase** (receipt issued by the Operator at the time of purchase in the case of payment on site or a copy of the order confirmation in the case of payment on line), in support of their request for a duplicate.

NB: The User who has purchased their entry (ies) to an Activity from a distributor (e.g.: accommodation provider, Tour operator), may obtain a duplicate from the Operator subject to fulfilling the conditions shown in case n°2 of article 4.1.1.

4.3.Common Provisions

4.3.1. Administrative fees

To obtain a duplicate, the User must also pay the current administrative fees, the amount of which is displayed in the Operator's sales points.

4.3.2. Issue of a duplicate

Any card declared lost to the Operator will be de-activated by the latter if it includes a Ticket. It will no longer grant access to the ski area.

Subject to checks on usage, on the day the loss or theft is declared in one of the Operator's sales points before their closing time, the User may collect from the sales point a duplicate (for the remaining term of the Ticket and where applicable for unused entry (ies) to the Activity (ies)).

PLEASE NOTE: No duplicate can be issued in the case of any Ticket with less than 4 (four) hours remaining on whatever card, which is declared lost or stolen. The same applies to other tickets for which the User is unable to provide information necessary for the issue of a duplicate (see. article 4.1 above), without recourse against the Operator.

Article 5. COMPLIANCE WITH SAFETY RULES

Every User is required to comply with the safety rules relating to travel on ski lifts, notably the regulations displayed at the departure points of the lifts, the supplementary pictograms as well as any instructions given by the Operator's staff. Sanctions will apply in the event of non-compliance.

The same applies to compliance with the by-laws relating to safety on the ski pistes and the User is recommended to bear in mind the «Ten rules for good behaviour on the pistes » drawn up by the *Fédération Internationale de Ski* (FIS) (International Ski Federation).

Users are also required to abide by the safety rules displayed beside the Activities, the supplementary pictograms, the regulations and any instructions given by the Operator's staff. Sanctions will apply in the event of non-compliance.

The same applies to local by-laws displayed in the council offices and beside the Activities.

Article 6. COMPLIANCE WITH THE HEALTH MEASURES AND REGULATIONS (SPECIFIC PROVISIONS)

Within the scope of the state of health emergency and the legislation and regulations in force to manage the Covid-19 epidemic, the Operator has established specific provisions in response to the health regulations and is disseminating information on hygiene measures and social distancing.

The User is required to comply with these health measures and regulations.

In this respect, the User is notably required to observe the written and oral instructions (and the supplementary pictograms where applicable) given to them and issued by the Operator and their staff, both before and after purchasing their Ticket(s) and/or Activity(ies) and while they are in the la Plagne ski area and while they enjoy the facility.

Article 7. PROTECTION OF DATA OF A PERSONAL NATURE

Users' Movements:

Personal data collected while Users are travelling (with the exception of photographs taken during Activities, or on the Colosses or Bécoin chairlifts) are subject to processing with a view to:

- Enabling Users to access the lifts. This processing is necessary for the fulfilment of the transport contract to which the User is a party.
- Checking Tickets. This processing is based on the Operator's legitimate interest in combatting fraud.

The data collected is for the use of:

- The Operator.
- The ADS company as operator of the ski lifts in the les Arcs ski area when the User uses their Ticket to access these lifts.
- All service providers whose involvement is necessary to carry out the processing mentioned above.

The data collected is retained throughout the validity of the ticket.

Users' Photographs:

Photographs of Users taken during Activities or journeys on the Colosses and Bécoin chairlifts, as well as e-mail addresses collected by the terminals at the top of the chairlifts are subject to processing aimed at making the photographs available to Users if they so wish.

This processing is based on Users' consent.

The data collected is for the use of the *Société d'Aménagement de la station de la Plagne* (SAP) and all the service providers whose involvement is necessary to carry out the processing mentioned above.

It is stipulated that Users may also be photographed when using the lifts in the Paradiski area. The User must therefore approach the operator concerned to exercise their rights.

Photographs are retained for a reasonable period of several hours and, in any case, until no later than the end of the day. At the end of this period, they are retained for a new period of four weeks if the user scans their card at the terminal and selects their photograph in order to download it onto the «Paradiski Yuge» mobile application.

Ticket Inspections:

Personal data gathered by authorised inspectors during a Ticket inspection are subject to processing aimed at:

- Ensuring that the User is holding a valid Ticket.

- In the absence of a valid Ticket, issuing a penalty notice and collecting payment of the fixed penalty due in respect of this offence (where necessary as part of legal proceedings) and determining if it constitutes a repeat offence proscribed under article L. 2242-6 of the transport code.

This processing is based on the Operator's legitimate interest in combatting fraud.

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

The data is for the exclusive use of the Operator and, where applicable, the court authorities.

It is retained until the fixed penalty has been paid. In the absence of payment, and consequently in the case of legal action, the data is retained for 12 months following the issue of the penalty notice or until the date on which the conviction becomes definitive whichever is later.

Rescue:

Personal data collected on the record of the rescue when the piste rescue service comes to the aid of the User are subject to processing for the administrative monitoring of the accident, the invoicing of rescue costs and the processing of any dispute.

This processing is based on the legitimate interest of the local authority(ies) concerned, who have facilitated the setting up of a rescue service in the ski area by the Operator, in recovering the costs incurred.

The data collected is for the use of the Operator and the public authority responsible for invoicing and receiving payment of rescue costs, the *Gendarmerie* (as part of any inquiry following an accident), the respective insurers of the Operator, the User and the health services treating the User.

The data collected is retained for the period necessary to achieve the ends mentioned above.

Common Provisions:

All the processing mentioned above is carried out under the responsibility of the Operator, represented by M. Nicolas PROVENDIE, acting in the capacity of General Manager and whose contact details are shown at the top of these GCU's.

It is possible that all this data may be transferred to a country that is not a member of the European Union. The User may obtain further information on these transfers and the guarantees which apply to them from the Operator.

To maintain the confidentiality and security of personal data and in particular to protect them from illicit or accidental destruction, loss or accidental alteration or unauthorised divulgence or access, the Vendor takes appropriate technical and organisational measures in accordance with the applicable legal provisions. To this end, the latter 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 them, to have it corrected or deleted, to transfer it or to have it transferred to a third party, to limit or object to this processing. The Vendor will comply with this request subject to compliance with their legal obligations.

The Client has the right to withdraw at any moment their consent to the processing of the data concerning them. Withdrawal of their consent does not affect the legality of the processing carried out before this withdrawal.

The Client may activate these rights by contacting the Vendor's data protection delegate:

- By post to the following address: SAP – Service Protection des données personnelles – La Cembraie La Plagne-73 210 La Plagne Tarentaise, France or,
- By e-mail to the following address: privacy.sap@compagniedesalpes.fr

Out of concern for the confidentiality and protection of personal data, the Vendor reserves the option to request from the Client proof of identity before responding to their request. They may also ask them to produce an identity document mentioning their date and place of birth and bearing their signature.

The Client has the right to submit a complaint to the CNIL if they consider that their rights have not been respected. Contact details for the CNIL are as follows: 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 – Web Site: <https://www.cnil.fr/fr/plaintes>.

In application of article 90 of decree n°2005-1309 of 20 October 2005, the Client may receive the information shown above in written form, on simple oral or written request to the above-mentioned department.

Article 8. CO₂ INFORMATION ON TRANSPORT FACILITIES

In application of articles L 1431-3 and D1431-1 to 1431-23 of the Transport Code, the Operator publishes below the CO₂ information relating to the lift transport facilities:

- The transport CO₂ for a 1-day la Plagne Ticket is 22.07 g CO₂, equivalent to a car journey of 0.16 km.
- The transport CO₂ for a 1-day Paradiski Ticket is 24.03 g CO₂, equivalent to a car journey of 0.17 km.
- The transport CO₂ for a 6-day la Plagne Ticket is 132.43 g CO₂, equivalent to a car journey of 0.96 km.
- The transport CO₂ for a 6-day Paradiski Ticket is 144.20 g CO₂e, equivalent to a car journey of 1.02 km.

Basis of calculation: 6g CO₂/kwh/ 100% renewable energy / diesel car 140g/km (class C, current average)

For all additional information, please contact the following department: *SAP - Service Prévention des Risques - La Cembraie La Plagne-73 210 La Plagne Tarentaise, France.*

Article 9. TRANSLATION-APPLICABLE LAW-SETTLEMENT OF DISPUTES

Where these general conditions have been drawn up in several languages, it is expressly intended that only the French version of these general conditions is valid. Consequently, and in the event of difficulty in interpreting / applying any of the provisions of these general conditions, the French version should be expressly and exclusively consulted.

These general conditions are subject to French law for both their interpretation and implementation.

In accordance with the provisions of article L.211-3 of the Consumer Code, should a difference arise relating to the validity, interpretation or implementation of these conditions, the Client may seek, free of charge, a contractual mediation process or any other means of resolving disputes.

Any complaint must be submitted to the following address: *SAP- Service Relation Clientèle- La Cembraie La Plagne-73 210 La Plagne Tarentaise* or on line at the address <https://ticketoski.fr/fr/la-plagne>.

In the absence of a satisfactory response or of any response within a minimum of 60 (sixty) days following the written complaint (and with a maximum of 1 (one) year from the written complaint), the Client is advised that they have the option to resort to a mediation process with the **Tourism and Travel Mediator in** accordance with the terms established on the web site www.mtv.travel/

The opinion delivered by the Tourism and Travel Mediator is not binding on the parties to the contract.

Additionally, in accordance with article 14 of EU Regulation n°524/2013, the European Commission has set up a platform for the On-line Settlement of Disputes, to facilitate the independent settlement by extra-judicial means of disputes on line between consumers and professionals in the European Union.

This platform can be accessed through the following link: <https://webgate.ec.europa.eu/odr/>.

Should an amicable settlement not be reached, the User may take legal action in one of the appropriate jurisdictions by virtue of the civil procedure code, or the jurisdiction in their place of residence at the time the contract was concluded or where the event giving rise to the complaint took place (Article R. 631-3 of the Consumer Code).

PECIFIC CONDITIONS FOR THE ON-LINE SALE OF TICKETS FOR TRAVEL ON SKI LIFTS AND FOR ACTIVITIES

SAP (Société d'Aménagement de la station de la Plagne)

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

Registered Office: Plagne Centre- La Plagne- 73 210 LA PLAGNE TARENTOISE

Postal Address: - La Cembraie La Plagne-73 210 La Plagne Tarentaise

Registered at the company registry in Chambéry under n° 076 220 011

Intra-community VAT N°: FR 05 076 220 011

Tel N°: +33(0)4.79.09.67.00

E-mail: info@ski-laplagne.com

Registered with ORIAS as an insurance agent under number 18005294 (www.orias.fr),

Insured for professional public liability, as provided for in article L220-1 of the insurance code, by Allianz IARD - 1, cours Michelet- CS 30051 - 92076 Paris La Défense Cedex, Operator of the la PLAGNE ski area

Hereinafter referred to as «the Operator».

Article 1. GENERAL

These conditions come into effect **from 14 October 2020**.

The confirmation of an order placed on line:

- Either on www.skipass-laplagne.com (hereinafter referred to as the «Web Site »);
- Or on the «easy pass » touch screen tablets available in some sales points;
- Or on sales and recharge terminals available in some sales points,
- Or on the «Paradiski Yuge» mobile application, implies compliance by the person (hereinafter referred to as the «Client(s)»), with these specific conditions for on-line sales.

Should a situation arise which is not covered by these conditions, it will be considered to be regulated by current practice in the on-line sales sector for companies with their registered offices in France.

These conditions complement the «General Conditions for the Use of tickets for travel on ski lifts» (hereinafter referred to as the «Ticket(s) ») displayed in all sales points and also on line.

These conditions exclusively concern individuals with the status of consumer in the sense of the introductory article of the Consumer Code.

All these conditions are available to Clients, who may download and print them.

Contractual information is shown in the French language.

Article 2. PRODUCTS OFFERED

On-line sales enable the Client :

1. To purchase a «ski-card» (Reminder: price

of card = 1€ TTC) and/or record or recharge a ticket for travel on this card.

These are so-called «hands free» Tickets recorded on rechargeable «micro-chip cards», which open the turnstiles at the entrance points to the ski lifts.

2. To purchase or reserve the following activities:
 - « Colorado Luge ».
 - « First Tracks ».

«Easy pass» tablets and/or sales and recharging terminals are available to Clients in some sales points and at some partner-businesses in the resort whose locations are published on the Web Site. They enable the Tickets (only) mentioned on the devices to be purchased or recharged. For a first purchase, cards are available to Clients in sales points.

The «Paradiski Yuge » application also enables the recharge only of some Tickets.

Accordingly, the Client must already be in possession of a «ski card» to be able to benefit from this service.

The list of features of the various Tickets and Activities offered for sale and/or recharging (geographic area, term of validity...) is shown in the price list specific to each sales medium and can be consulted on the latter.

All Tickets remain available in the Operator's physical sales points.

Reminder: the Ticket comprises a card on which the ticket for travel is encoded and a **proof of purchase** sent by e-mail at the time of the purchase confirmation or the on-line recharge. (hereinafter referred to as the «Proof of Purchase»)

NB: to benefit from the «loss or theft of cards comprising the tickets and/or entry to the Activities concerned» procedure defined in article 4 of the General Conditions for the Use of Tickets, the Client must provide the Operator with this Proof of Purchase.

Article 3. TERMS OF ON-LINE ORDERS

Orders for Tickets and/or Activities can only be recorded if the Client is clearly identified:

- Either by entering their access code (username + password) which is strictly personal;
- Or by completing the on-line form enabling them to obtain their access code.

On sales/recharge tablets and terminals, the Client can complete their order for a Ticket (excluding activities) just by entering their e-mail address (no client account set up).

On the «Paradiski Yuge» application, the Client must first set up a client account.

The Client is able to check the details of their order and its total price and to correct any errors, before confirming and definitively accepting it (article 1127-2 of the Civil Code).

To complete the order, the Client must take note of these conditions as well as the General Sales Conditions and General Conditions for Use, accept them and pay for their order in accordance with the terms of article 4.

The Operator will confirm the order to the Client by e-mail. This e-mail contains a summary of all the products the order for which the Client has confirmed and constitutes the **Proof of Purchase**.

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

- Tickets:

Except in the case of on-line recharges covered in article 7 or the collection of Tickets in sales terminals (see. article 6), complete on-line orders (payment and photographs supplied) must be concluded **no later than the ten days before the first day of the Ticket's validity**, so that the Client may receive the Tickets at home. For orders concluded later, the Client will not be able to receive their order at home.

Nevertheless, complete on-line orders (payment and photographs supplied) may be concluded **up to the day before the first day of the Ticket's validity**.

In this case, the Client must pick up their Tickets in the sales point chosen when placing the order,

bearing in mind the opening hours which can be seen on the Web Site.

- **Activities:**

Orders for Activities may be placed on line up until the day the Activity takes place in the case of «Colorado luge» Activity, and no later than the day before in the case of the «First tracks» Activity. For the «Colorado luge» Activity, the Client must be able to produce their Proof of Purchase, if so requested by the Operator. For the «First tracks» Activity, the Client must show the order summary on which the QR Code is shown at the Activity reception point and be able to benefit from it.

Article 4. PRICES AND TERMS OF PAYMENT

4.1. General

The prices shown are in Euros and inclusive of all taxes based on the rate of VAT on the day the order is placed.

When ordering online, the Client declares that they are the holder of the official documents justifying the price advantages which they may enjoy.

It is stipulated that delivery costs are borne by the Operator.

The cost of the on-line order is payable at the time of ordering, except in the case of payment in three instalments without charges if the order is placed during the period indicated and in accordance with the conditions stipulated in article 4.2 below. Payments must be made in Euros by credit/debit card accepted by the Vendor and/or by Connect holiday cheques, which are incorporated into the payment system.

It is stipulated that in the case of an on-line purchase of several Tickets, the Client may opt for separate payment, the conditions of which are shown on the provider's Web Site.

Payment by credit/debit card (where applicable completed by Connect holiday cheques) is made through a secure, on-line payment platform (Lyra Network/ Payzen for the Web Site and the «Paradiski Yuge» application, MPos for «easy pass» tablets), which guarantee the confidentiality of payments. Payment is made through instant payment TPE virtual.

On sales/recharge terminals, payment is made by means of an automatic payment terminal.

At no time is the Operator aware of the numbers which the Client must provide. The Operator is only notified by the bank that a sum corresponding to the amount of the order has been transferred to their account

The Operator also accepts payment by Connect holiday cheques on the Web Site.

4.2. Payment in 3 (three) instalments without charge (offer valid until 30/11/2020): exclusively via the Web Site and where the whole amount is paid by credit/debit card

For purchases made before 30 November 2020 of one or more Ticket(s) for a minimum total sum of 500 € inclusive of all taxes, the Client (who must be an adult) may pay for their purchase in three instalments without charge. To do this, they must choose the corresponding option during the order process. They are then debited with half the price of the order at the time of placing it. The second instalment of one quarter of the price is debited one month later to the credit/debit card the number of which was provided by the Client at the time of placing the order. The balance is debited one month after the second payment to the same credit/debit card.

Example: for an order of a total tax-inclusive amount of 600.00€ on 10/11/20, a first debit of 300.00€ on 10/11/20, the second of 150.00€ on 10/ 12/20 and the third of 150.00€ on 10/01/21.
Annual Effective Rate (AER) fixed: 0%. Total amount of payable: 600.00€.

To this end, the Client undertakes to provide details of their own credit/debit card on the PayZen platform (secure web site). The Client expressly undertakes that their credit/debit card will be valid until the final instalment mentioned above and that each payment is within the limit authorised by their bank.

All orders placed on or after 1st December 2020 and/or paid entirely or partially by Connect holiday cheques, payment of the full amount must be made (see provisions of article 4.1 above).

Article 5. ACKNOWLEDGEMENT OF RECEIPT OF THE ORDER BY THE OPERATOR

5.1. Payment in full

Orders paid by credit/debit card (including those complemented by Connect holiday cheques) must be approved by the Client's bank before being confirmed.

If the Client's bank refuses payment, the order process will be cancelled (including where the order is complemented by Connect holiday cheques).

Once the order has been completed on line and confirmed by the Client, the Operator will acknowledge receipt of the order by e-mail, which will constitute the Proof of Purchase and which will include the order summary and invoice.

5.2. Payment in 3 (three) instalments without charge (offer valid until 30/11/2020): exclusively on the Web Site and where the entire sum is paid by credit/debit card

Orders paid by credit/debit card will be confirmed when the Client's bank has authorised payment of the half the full amount inclusive of all taxes at the time the said order is placed.

If the Client's bank refuses payment of half the total amount of the order as stated above, the order process will be cancelled.

Orders paid by credit/debit card will be confirmed when the Client's bank has authorised payment of half of the full amount inclusive of all taxes at the time the said order is placed.

Reserve of ownership clause:

Where payment in 3 (three) instalments without charge has been chosen, the Tickets will remain the property of the Operator until payment of their full price has been made but the client becomes responsible for them from their physical delivery.

In the event of payment problems with the second or third instalments, the total amount of the corresponding order will be payable. If the aforementioned amount is not paid, the Operator reserves the right to invoke the reserve of ownership clause (see above) to reclaim the Tickets.

Article 6. DELIVERY AND COLLECTION OF THE ORDER

- Tickets:

Except in the case of on-line recharges covered in article 7, the Client placing an order on line, has the choice:

- Either to have their order delivered to their home at the address shown for this purpose by the Client.

Except in the event of *force majeure*, the Operator undertakes to deliver the Tickets by Post **no later than 4 (four) days before the first day of their validity** (the postmark will be proof of the posting date).

Or to collect their Tickets from the Operator's sales point chosen by the Client, on the first day of the said Tickets' validity, bearing in mind the sales point's opening hours. The copy of the **Proof of Purchase** will be required as well as official, valid proof of identity, otherwise it will not be possible to issue the Tickets.

The order will then be issued to the Client.

- Or to collect their Tickets from a sales terminal from the time their order is confirmed, bearing in mind the opening hours of the sales points with these terminals (see. list on the Web Site), and subject to the Client providing the order number or QR Code shown on the Proof of Purchase.

- Activities:

Once the Client has their Proof of Purchase for the «Colorado Luge» activity or their order summary for the «First Tracks» activity, they must go to the

«Colorado Luge» reception during opening hours and to the «First Tracks» rdv on the date of the Activity in order to take part.

Article 7. SPECIFIC TERMS FOR ON-LINE RECHARGING

A «ski-card» issued by the Operator may be recharged with the products offered on line, no later than 15 (fifteen) days before the chosen Ticket becomes valid.

Payment is made remotely by credit/debit card and/or Connect holiday cheques. Acknowledgement of receipt of the order will be sent by the Operator to the Client, who must retain this **Proof of Purchase**, notably in the event of a ticket inspection when boarding the ski lifts.

The Ticket will be recharged automatically the first time the Client passes through the «hands free» entry terminals.

Article 8. ABSENCE OF THE RIGHT OF RETRACTATION

In accordance with article L. 221-2, 9° of the Consumer Code of the one part and article L. 221-28, 12° of the Consumer Code of the other part, the sale of Tickets and Activities is not subject to the right of retraction provided for in articles L 221-18 and those which follow of the Consumer Code in respect of remote sales.

However, the sale of «Carré Neige» insurance products remains subject to the provisions relating to the right of renunciation in the case of multi-insurances provided for by the Insurance Code, the terms of which are outlined in the Special Conventions (information notices) available on line (www.carreneige.com).

Article 9. AMENDMENT-CANCELATION OF THE ORDER

Once the order for the Ticket has been confirmed by the Client, the Ticket cannot be exchanged or amended. The same applies to Activity (ies).

The order for the Ticket and/or the Activity(ies) may, however, be cancelled without charge on simple request by e-mail to ventes@ski-laplagne.com until **48 hours before the first day of the Ticket's validity and where applicable the date reserved for the Activity concerned.**

No request for cancellation will be accepted by the Operator less than 48 hours before the event. The same applies if the Client does not appear on the date shown on their order summary in the case of a dated Activity («First Tracks»).

This request must include the reference number and the date of the order shown on the **Proof of Purchase** as well as the Client's name and address.

The Operator undertakes to cancel the said order and to reimburse the Client with the full amount of the order by crediting their credit/debit card within 15 (fifteen) days of the cancellation request.

NB : Cancellation is only possible if the Tickets concerned have not been used, even partially.

Article 10. MONITORING THE ORDER

For all additional information, the Operator's On-line Sales Department is at the Client's disposal:

Tel : +33(0)4.79.09.68.18

Postal address:- La Cembraie La Plagne-73 210

La Plagne Tarentaise, France

E-mail: ventes@ski-laplagne.com

Article 11. RESPONSIBILITY

- Tickets

The Vendor is only bound to make every effort at all stages of access to on-line sales.

The Vendor cannot be held responsible for all the consequences or losses inherent in using the Internet, notably an interruption of the service, an external intrusion or the presence of a computer virus and generally any other incident considered in law to be a case of *force majeure*.

The Client declares that they are aware of the characteristics and limitations of the Internet, in particular its technical performance, response times when consulting, searching or transferring data and the risks related to the security of communications.

- Activities

The Vendor is responsible for the proper fulfilment of the obligations arising from the contract concluded on line, whether these obligations are to be fulfilled by themselves or by other service providers, without prejudice to their right of recourse against the latter. However, the Vendor may be released from all or part of their responsibility by providing proof that the non-fulfilment or inadequate fulfilment of the contract is attributable either to the

consumer, or to an unforeseeable or insurmountable act by a third party to the contract, or to a case of *force majeure*. (Art. L221-15 Consumer Code).

ARTICLE 12. CANCELLATION FOR FAILURE OR DELAY IN DELIVERY

Except in the case of *force majeure* as defined in article 1218 of the Civil Code, in the event of failure by the Operator in their obligation to provide the facilities on the date or within the timescale indicated to the Client or, failing that, no later than 30 (thirty) days after the conclusion of the contract, the Client may cancel the contract by registered letter with acknowledgement of receipt or in writing in any other lasting form if, after having enjoined the Operator by the same means, to provide the facilities within a reasonable additional time, the latter has not fulfilled the contract within this time. The contract is considered to be cancelled on receipt by the Operator of the letter or other written notification of the cancellation of the contract unless the Operator has fulfilled it in the meantime.

The Client may immediately cancel the contract when the Operator refuses to provide the facilities or when they do not fulfil their obligation to provide the facilities on the date or within the time indicated to the Client and when this date or time constitutes an essential condition of the contract for the Client. This essential condition arises from the circumstances surrounding the conclusion of the contract or from an express request from the Client before the conclusion of the contract (Article L216-2 of the Consumer Code).

Article 13. PROOF, RETENTION AND ARCHIVING

Provision of a credit-debit card number on line and generally the final confirmation of the order by the Client constitutes proof of the whole transaction in accordance with article 1366 of the Code as well as proof that payment is due.

This confirmation constitutes the signature and express acceptance of all operations carried out on line.

The Client must retain the Proof of Purchase. Only this document is valid in the case of a dispute over the terms of the order, particularly in the event of a ticket inspection on the ski lifts.

In accordance with article L213-of the Consumer Code, for any order placed on line for an amount of at least 120€, the Operator will retain the document recording the Client's order for a period of ten years from the date the corresponding facility was provided and will guarantee the Client access to it at any time during that period on simple request by the Client.

Article 14. INTELLECTUAL PROPERTY

All elements of the Web Site, the «Paradiski Yuge» application, the «easy pass» tablets, the sales/recharging terminals, which are the property of the Operator, remain the exclusive intellectual property of the latter.

Any reproduction of the said elements or any simple or hypertext link are strictly forbidden except with the express prior authorisation of the Operator.

Article 15. PROTECTION OF DATA OF A PERSONAL NATURE

Your data is collected by the Operator, as the entity responsible for processing, notably to facilitate and process your on-line purchases, to manage the customer relationship and to e-mail you marketing offers relating to products and services from SAP and, if you have accepted, from its partners.

In accordance with the regulations in force relating to the protection of personal data, you have the right to access information which concerns you as well as a right to correct, object to, limit its processing and to delete it.

You can implement these rights by contacting SAP:

- By means of the contact form on the «Contact» page of the Web Site
- By post at the following address: SAP - La Cembraie La Plagne-73 210 La Plagne Tarentaise, France

- By e-mail at the following address:
privacy.sap@compagniedesalpes.fr.

For further information on the protection and processing of your personal data, please consult the «legal notices» rubric of the sales medium used: <https://www.skipass-laplagne.com/fr/mentions-legales-sap>

Article 16. Translation- applicable law-settlement of disputes

Where these general conditions have been drawn up in several languages, it is expressly intended that only the French version of these general conditions is valid. Consequently, and in the event of difficulty in interpreting / applying any of the provisions of these general conditions, the French version should be expressly and exclusively consulted.

These general conditions are subject to French law for both their interpretation and implementation.

In accordance with the provisions of article L.211-3 of the Consumer Code, should a difference arise relating to the validity, interpretation or implementation of these conditions, the Client may seek, free of charge, a contractual mediation process or any other means of resolving disputes.

Any complaint must be submitted to the following address: SAP- Service Relation Clientèle— La Cembraie La Plagne-73 210 La Plagne Tarentaise France or on the Web Site at the address <https://ticketoski.fr/fr/la-plagne>.

In the absence of a satisfactory response or of any response within a minimum of 60 (sixty) days following the written complaint (and with a maximum of 1 (one) year from the written complaint), the Client is advised that they have the option to resort to a mediation process with the **Tourism and Travel Mediator** in accordance with the terms established on the web site www.mtv.travel/

The opinion delivered by the Tourism and Travel Mediator is not binding on the parties to the contract.

Additionally, in accordance with article 14 of EU Regulation n°524/2013, the European Commission has set up a platform for the On-line Settlement of Disputes, to facilitate the independent settlement by extra-judicial means of disputes on line between consumers and professionals in the European Union.

This platform can be accessed through the following link: <https://webgate.ec.europa.eu/odr/>.

Should an amicable settlement not be reached, the Client may take legal action in one of the appropriate jurisdictions by virtue of the civil procedure code, or the jurisdiction in their place of residence at the time the contract was concluded or where the event giving rise to the complaint took place (Article R. 631-3 of the Consumer Code).