

**GENERAL CONDITIONS FOR THE USE
OF TICKETS FOR TRAVEL ON SKI LIFTS**

Public Limited Company with a share capital of 2,157,776.00 €
Registered at the Chambéry business registry under n° 076 220 011
Registered office: la Plagne 73210 LA PLAGNE TARENTEISE
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Operator of the la PLAGNE ski area,
Professional liability insurance as required according to paragraph L220-1 of the Insurance Code, provided by Allianz IARD Entreprise - 1, cours Michelet- CS 30051 - 92076 Paris La Défense FRANCE.

Hereinafter referred to as the «Operator».

Paragraph 1. GENERAL

These general conditions are applicable with effect from 28 November 2017 and are valid only for the winter season.

The conditions of sale of Tickets valid in the summer season are set out in a separate document.

If a situation arises that is not provided for in these conditions, it will be deemed to be governed by the practice in force in the ski lift sector and for companies having their registered office in France.

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

PLEASE NOTE:

A proof of purchase will be issued with each Ticket issued and will show the area and category (adult, child, etc.) of the ticket for travel, its last date of validity, its serial number and any insurance taken out.

This proof of purchase must be retained by the Client, who must be able to show it to the Operator in the event of a ticket inspection and in support of any request (e.g.: loss or theft of the Ticket, rescue, polyvalence, claim) made to the Operator or the ADS company as appropriate.

The Ticket is strictly personal, cannot be sold or gifted and cannot be transferred, except in the case of the Ticket corresponding to the shortest period on the price list. Accordingly, it is the User's responsibility to keep the ticket in such a way as to prevent its use by a third party.

Paragraph 2. TICKET INSPECTION

Every Ticket may be used for a pre-determined period of validity and age category. Information concerning the validity of the Ticket and written on the card has no contractual value. Only the information held on the micro-chip card is valid.

During its period of validity, each Ticket grants the right to unrestricted movement on the ski lifts in the ski area for which it is issued, with no priority of any sort whatsoever.

The Ticket's area of validity is marked on the piste map for the season concerned and during the opening periods of the ski lifts, displayed in the Operator's sales points and/or at the bottom of the lifts subject to weather and snow conditions.

The Ticket (accompanied by the proof of purchase) must be retained by the User throughout the journey made on each ski lift, from the departure zone to the arrival zone, in order to be able to be detected by the automatic ticket inspection system or to be shown to any of the Operator's or the ADS Company's accredited inspectors with the right to request it.

The absence of a Ticket, the use of an invalid Ticket or non-compliance with the regulations displayed at the bottom of the ski lifts, observed by one of the Operator's or the ADS Company's accredited inspectors will result in:

- Either the payment of a fixed penalty in lieu of public action. This fixed penalty may reach 5 (five) times the value of a daily ticket for travel, increased where appropriate by administrative costs, in accordance with the applicable regulations (Paragraphs L342-15, R342-19 and R342-20 of the Tourist Code and paragraphs 529-3 and those which follow of the criminal procedure code);
- Or prosecution.

The accredited inspectors may request to see all items justifying price advantages granted to the User holding a reduced price or free Ticket.

If the offender refuses or is unable to prove their identity, the accredited inspector will immediately report the matter to a police officer or gendarme with local jurisdiction who may order the offender to be brought before them immediately.

The accredited inspectors may also withdraw the Ticket immediately to return it to its true owner.

Personal data gathered during a ticket inspection will be subject to processing relating to pursuing the offences revealed under public transport regulations.

Processing is carried out under the responsibility of the SAP company represented by Monsieur Jean-Yves SALLE, acting in his capacity as Managing Director and whose contact details are shown in the legal notices.

The data gathered is destined for the SAP company.

You have the right to access the data which concerns you, to correct, delete or transfer it, transfer it to a third party, limit the processing or object to the processing.

You can activate these rights by contacting the SAP company: *Service Contrôle des Titres- BP 57- Plagne Centre-73 214 Aime la Plagne Cedex.*

Finally, you have the right to submit a claim to the CNIL if you believe that your rights are not being respected. The contact details of the CNIL are available on the web site www.cnil.fr.

In compliance with paragraph 90 of the decree n°2005-1309 of 20 October 2005, any person may receive the information in this paragraph in written form on simple verbal or written request to the afore-mentioned department.

Paragraph 3. DEFECTIVE TICKET CARDS

Instructions for use: it is recommended that you keep the card in a pocket on your left-hand side, without any other metal or electronic item. The card must not be folded or pierced or placed near a source of heat.

Should the « ski-card » malfunction or suffer technical failure (during the course of five winter seasons), the Operator who issued the original ticket will, at their expense, replace the card against and with effect from the return of the latter to one of the Operator's sales points.

However, if after verification, the defect to the card is attributable to the User (e.g.: non-compliance with the instructions for use), the Operator will invoice the latter with the cost of processing provided for in paragraph 4.

Should the defective card have been issued by the ADS company, this request cannot be handled by the Operator.

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

Paragraph 4. LOSS OR THEFT OF TICKETS

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

If the lost or stolen Ticket was issued by the ADS company, this request cannot be handled by the Operator.

The User must submit their request to ADS 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 a residual validity of 4 (four) or more hours, the User may obtain a duplicate from the Operator subject to fulfilling the following conditions:

4.1. Reporting a loss and information to be supplied

Case n°1: When the User purchased and paid for their Ticket directly in a sales point (including a terminal) or on the Operator's on-line sales web site (www.skipass-laplagne.com)

They must supply the proof of purchase (receipt issued by the Operator at the time ticket was purchased in the case of a payment in the resort or a copy of the confirmation of the on-line order), in support of their request for a duplicate.

Case n°2 When the User purchased their ticket from a distributor (e.g.: accommodation provider or Tour Operator)

They must provide the Operator with the WTP number which is shown on the Ticket card.

If the User does not have the proof of purchased 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 report the loss in one of the Operator's sales points providing:

The serial number (displayed on the proof of purchase in Case n°1) or the WTP number (displayed on the card in Case n°2);

dates and duration of validity of the lost or stolen ticket.

4.2. Processing costs

To obtain the issue of a duplicate, the User must pay the processing costs, the amount of which is displayed in the Operator's sales points.

4.3. Issue of a duplicate

Any Ticket which has been reported lost to the Operator will be de-activated by the latter and will no longer grant access to the ski area.

Subject to verification of usage, the same day that the loss/theft is reported in one of the Operator's sales points before their closing time, the User may collect a duplicate (for the remaining duration of the Ticket) from the same sales point.

PLEASE NOTE: No duplicate will be issued for any Ticket reported lost or stolen with a remaining duration of less than 4 (four) hours whatever card is used. The same will apply to other Tickets where the User is unable to supply the information required for the issue of a duplicate (v. paragraph 4.1 above), and the User will have no recourse against the Operator.

Paragraph 5. COMPLIANCE WITH SAFETY REGULATIONS

All Users are required to comply with the safety regulations relating to travel on ski lifts, notably the regulations displayed at the bottom of the lifts, the pictograms which complement them, and any instructions given by the Operator's staff. Sanctions will be applied 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 advised to note the « Ten Commandments for the good behaviour on the pistes » produced by the *Fédération Internationale de Ski* (FIS).

The Operator reserves the option to withdraw the benefit of the Ticket from any User who ignores these rules and, more generally, who jeopardises the safety of other users or of the Operator's employees, or who deliberately damage the Operator's installations.

Paragraph 6. PROTECTION OF DATA OF A PERSONAL NATURE

The personal data gathered as users travel on the lifts is subject to processing relating to the management of access to the ski lifts and Ticket inspections.

This processing is based on the execution of the travel contract to which you are a party.

Processing is carried out under the responsibility of the SAP company, represented by Monsieur Jean-Yves SALLE, acting in his capacity as Managing Director and whose contact details are shown in the legal notices.

The data gathered is destined for the SAP company and where applicable the ADS company, as operator of the connected ski area.

You have the right to access data which concerns you, correct or delete it, transfer it or transfer it to a third party and to limit or object to the processing.

You may activate these rights by contacting the SAP company: *Service Marketing Vente- BP 57- Plagne Centre- 73 214 Aime la Plagne Cedex.*

In addition, when the piste rescue patrols come to the aid of a User, data of a personal nature is gathered by the latter to enable them to give assistance and to invoice the rescue costs.

This data is destined for the Operator and the public body responsible for collecting the rescue costs only.

You can activate your rights as outlined above by contacting the SAP company:

Service de la sécurité des pistes- BP 57- Plagne Centre- 73 214 Aime la Plagne Cedex.

Finally, you have the right to submit a claim to the CNIL if you believe that your rights are not being respected. The contact details of the CNIL are available on the web site www.cnil.fr.

In compliance with paragraph 90 of the decree n°2005-1309 of 20 October 2005, any person may receive the information in this paragraph in written form on simple verbal or written request to the afore-mentioned department.

Paragraph 7. CO₂ INFORMATION REGARDING THE TRANSPORT FACILITIES

In compliance with paragraphs L 1431-3 and D1431-1 to 1431-23 of the Transport Code, the Operator displays below the CO₂e information relating to the ski lift transport facilities:

The CO₂e generated by travel using a 1-day La Plagne Ticket is 30.31 g CO₂e, equivalent to a car journey of 0.22 km;

The CO₂e generated by travel using a 1-day Paradiski Ticket is 27.5 g CO₂e, equivalent to a car journey of 0.20 km;

The CO₂e generated by travel using a 6-day La Plagne Ticket is 182 g CO₂e, equivalent to a car journey of 1.32 km;

The CO₂e generated by travel using a 6-day Paradiski Ticket is 165 g CO₂e, equivalent to a car journey of 1.20 km.

Basis of calculation: 6g CO₂e/kwh/ 100% renewable energy / diesel car 140g/km (class C, current average)

For all further information, please contact - *Service QSE - BP 57 - Plagne Centre - 73214 Aime la Plagne Cedex.*

Paragraph 8. TRANSLATION-LAW APPLICABLE-SETTLEMENT OF DISPUTES

In the case where these specific conditions have been produced in several languages, it is expressly intended that the French version of these specific conditions is the only version to be valid. Consequently, and in the event of difficulty in the interpretation/application of any one of the provisions of these specific conditions, it is recommended that the French version is expressly and exclusively referred to.

These specific conditions are subject to French law in respect of their interpretation and application.

In accordance with the provisions of paragraph L.211-3 of the Consumers' Code, should a difference arise relating to the validity, interpretation or execution of these conditions, the Client may have recourse to a free contractual mediation process or any alternative means of resolving disputes. The Client is informed of the option of recourse to a mediation process with the *Médiateur du Tourisme et du Voyage* (Tourism and Travel ombudsman) according to the terms set out on the web site www.mtv.travel/ (MTV Médiation Tourisme Voyage - BP 80 30375 823 Paris Cedex 17) and this within a maximum delay of 1 (one) year with effect from the written claim made to the Operator.

They may also have recourse to a European platform for the settlement of disputes, accessible on the internet at the following address: <https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=FR>.

Failing an amicable settlement, the Client may apply either to one of the appropriate territorial jurisdictions by virtue of the code of civil process, or the jurisdiction in their place of residence at the time the contract was concluded or the occurrence of the event giving rise to the dispute (Paragraph R. 631-3 of the Consumers' Code).