

GENERAL SALES CONDITIONS FOR TICKETS FOR TRAVEL ON SKI LIFTS

Société ADS

Public Limited Company with a share capital of 17,756,460.00 €

Registered in the business registry in Chambéry under number 076 520 568

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Operator of the les ARCS/ PEISEY-VALLANDRY ski area,

Insured for professional public liability, as provided for by paragraph L220-1 of the Insurance Code, by Allianz Opérations Entreprises- 7, Place du Dôme-TSA 21017-92 099 La Défense Cedex, France.

Hereinafter referred to as the «Operator».

PARAGRAPH 1. GENERAL

These general conditions apply to all tickets for travel on ski lifts (hereinafter known as the «Ticket(s)») sold by the Operator and granting entry to the ski areas of Peisey-Vallandry, les Arcs/Peisey-Vallandry and Paradiski (area linked with the La Plagne ski area operated by the *Société d'Aménagement de la station de la Plagne* (Company operating the la Plagne ski area, hereinafter « SAP »).

These general conditions are applicable with effect from 28 August 2016 and are valid exclusively for the winter season.

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

Should a situation arise that is not covered by these conditions, it will be considered to be governed by the practices in force in the ski lift sector and for companies with their registered office in France.

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

It is the Client's responsibility to be informed about the Tickets and prices available and to select the most suitable one. The Operator cannot be held responsible for the Client's choice.

The Ticket is issued on a card showing its number known as its «ski-card number ».

The **Ticket** comprises a **card** on which a **ticket for travel** and a **proof of purchase** are encrypted.

The duration of a Ticket is expressed in «consecutive days».

PLEASE NOTE:

For every Ticket that is issued, a **proof of purchase** will also be issued showing the ski area and category (adult, child, etc.) of the **ticket for travel**, its expiry date, its ski-card number and/or its WTP number and any insurance taken out.

The Client must retain the proof of purchase and be able to present it to the Operator in the event of an inspection and in support of any request (e.g. rescue, loss or theft of the Ticket, diverse functions, claims).

PARAGRAPH 2. TICKET CARDS

Depending on the category and duration of the ticket for travel concerned, it will be issued on a « bar code » card, on a « non-rechargeable micro-chip card » or on a rechargeable micro-chip card known as a « ski-card ».

The «ski-card» includes a micro-chip on which is encrypted the ticket for travel granting entry to one of the afore-mentioned ski areas.

No new ticket for travel may be recorded while the ticket for travel originally recorded remains valid. Otherwise the original ticket for travel will be irredeemably cancelled without the Client being entitled to any recompense whatsoever. Only the recording of an extension of the area remains possible.

All these cards are issued free of charge by the Operator.

PARAGRAPH 3. THE CLIENT'S PHOTOGRAPH

The sale of any « season » type Ticket is dependent on the provision of a recent identity photograph of the Client, full face, without sunglasses or head dress.

This photograph will be retained by the Operator in its digital ticketing system to facilitate any recharges or re-issues of the Ticket, unless the Client objects (See below « Protection of data of a personal nature”).

PARAGRAPH 4. PRICES AND MEANS OF PAYMENT

4.1. PRICES

The public prices of tickets for travel and the *Carré neige* insurance (see www.carreneige.com) are displayed in the Operator's sales points and on the www.lesarcs-peiseyvallandry.ski Web site. Price guides are also available in the sales points and in Tourist Offices.

These prices are shown in Euros and inclusive of all taxes: they are established on the basis of the taxes in force on the date the price lists are drawn up and are liable to alteration in the event of any amendment to the applicable taxes.

Reductions and free passes are available to various categories of person in accordance with the conditions displayed in the sales points and on the web site. These reductions and free passes are granted on presentation, at the time of purchase, of official proof of entitlement to the said price advantages.

No photocopies of proof of entitlement will be accepted. No reductions or free passes will be granted after purchase.

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

4.2. MEANS OF PAYMENT

Payment of the corresponding price is required for the issue of any Ticket.

These payments are made in Euros by cheque drawn on a bank account in France and made out in favour of the Operator, in cash, by credit or debit card accepted by the Operator (CB, Visa, Amex, Mastercard) or by ANCV holiday cheques.

For all payments by cheque, proof of identity in the name of the person issuing the cheque will be required.

PARAGRAPH 5. HOW TO USE THE TABLETS AND SALES TERMINALS

Touch-screen tablets on which the tickets mentioned on the tablets may be recharged are available to Clients in some sales points as well as through partners. Payment may only be made by credit/debit card.

Sales terminals on which the tickets mentioned on the terminals may be recharged are available to Clients in some sales points. Payment may only be made by credit/debit card.

PARAGRAPH 6. INTERRUPTION TO THE OPERATION OF SKI LIFTS

6.1. If the Client opts for a « daily » Ticket

The Client may benefit from the reduced prices on the « daily » Ticket, which are offered by the Operator in the event of unfavourable weather or snow conditions having a significant impact on the opening of the lifts. (= « bad weather » prices)

6.2. If the Client opts for a « holiday » Ticket (= 2 or more days, excluding the « season » Ticket or non-consecutive days)

Only an interruption of more than a half-day and of over more than 50% (fifty percent) of the ski lifts (excluding drag lifts) open during the period during which the interruption occurs and to which the Ticket grants entry and excluding *force majeure* will entitle the holder of a “holiday” Ticket (excluding Season” tickets and non-consecutive days) to compensation for the inconvenience occasioned.

In this case, a compensation claim form will be issued by reception or the Operator’s sales points.

Only Tickets bought and paid for at the public price directly by the Client from the Operator entitle the Client to compensation.

The compensation is determined according to the number of days during which the Client was unable to use their Ticket due to an interruption to the service. In all cases, the last day to be taken into consideration will be the expiry date of the Ticket concerned.

The Client may choose one of the following forms of compensation (this choice is irrevocable and may not be questioned for any reason whatsoever):

1. An immediate **extension** of the term of validity of the Ticket concerned in the form of the issue of a new Ticket (which will begin from the day after the expiry date of the original Ticket or the first day on which the service resumes whichever is later);
2. A **credit** in half-day(s) or day(s) to be used before the end of the winter season following the current one (N+1). This credit is personal, non-transferable and cannot be sold and entitles the Client to a Ticket of the same type and for a duration equal to the number of days for which compensation is due as defined above.
3. A deferred **refund** calculated pro-rata to the number of days of the interruption to the lifts. (By way of example: for a stoppage of more than 50% of the lifts as defined above for 3 (three) days, a Client holding a 6 (six)-day Ticket will be refunded 3/6^{ths} of the purchase price of their Ticket).

No compensation will be granted before the expiry date of the Ticket concerned.

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

The compensation request, accompanied by the supporting documentation (original of the Ticket, proof of purchase and the claim form mentioning the form of compensation required) must be lodged at the Operator's address in accordance with the terms defined in paragraph 8 below.

Compensation will be paid no later than 4 (four) months from the receipt of all the items pertaining to the compensation claim.

NB: This compensation procedure does not apply to the first and last weeks of the winter season given that specific prices are put in place by the Operator during these periods.

PARAGRAPH 7. REFUND

Where Tickets issued are not used or fully expired, they will not be refunded or exchanged except in the case provided for in paragraph 6 above.

Tickets for non-consecutive days must be used up during the current winter season. Beyond that date, they cannot be used unless they are subject to a refund or an extension of their validity.

It is possible to take out specific insurance against this type of risk, which also covers rescue costs in the event of an accident on the pistes of ski lifts. Full details of this insurance can be requested in sales points.

PARAGRAPH 8. CLAIMS

All claims must be forwarded to the Operator within 2 (two) months of the event giving rise to the said claim without prejudice to the legal courses and timescales for taking legal action.

All claims must be forwarded to the following address:

ADS

Service Clientèle

Chalet des Villards-Arc 1800

73 700 Bourg Saint Maurice

France

PARAGRAPH 9. INTELLECTUAL PROPERTY

The Client does not acquire any right of ownership or usage and may not use the Operator's designations, symbols, emblems, logos, copyright or other symbols or rights of literary, artistic or industrial ownership.

PARAGRAPH 10. PROTECTION OF DATA OF A PERSONAL NATURE

All the information which is requested by the Operator for the issue of a Ticket is compulsory. If one or more pieces of information are missing, the Ticket cannot be issued.

All these details are destined only for the Operator.

Certain details (postal address, e-mail, tel n°) can also be requested from Clients by the Operator to enable the latter to issue marketing offers in accordance with the provisions of the LCEN law of 21/06/2004.

In accordance with the law covering digitally held data and freedom of information, the Client (or their legal representative) has the right to access, correct and object for legitimate reasons (notably the digital retention of the photograph or the issue of marketing offers) by writing to the Operator at the following address:

ADS- Service des Ventes-Chalet des Villards-Arc 1800- 73 700 Bourg Saint Maurice, France

Responsible for processing: The Operator.

Purposes of processing: Ticketing and marketing management.

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

PARAGRAPH 11. TRANSLATION- APPLICABLE LAW-SETTLEMENT OF DISPUTES

Where these general conditions are established in several languages, it is the express intention that the French version is the only one to be definitive. Accordingly, and in the case of difficulty in interpreting/applying any one of the provisions of these general conditions, the French version should expressly be the only one referred to.

For both their interpretation and their application, these general conditions are subject to French law.

In accordance with paragraph L 211-3 of the consumer code, in the event of a difference of opinion arising over the validity, interpretation or application of these general conditions, the Client may have recourse free of charge to a contractual mediation process or any other alternative means of settling disputes. The consumer is advised of the possibility of recourse to a mediation process provided by the *Médiateur du Tourisme et du Voyage* (tourist and travel mediator (MTV Médiation Tourisme Voyage, BP 80 303, 75 823 Paris Cedex 17, France) in accordance with the terms set out on the www.mtv.travel web site within a maximum period of 1 (one) year from the written claim being lodged with the Operator.

Should an amicable settlement not be reached, the dispute will be brought before the appropriate court by the first party to act.