

## GENERAL TERMS AND CONDITIONS OF USE OF SKI LIFT PASSES

### Company ADS

Public limited company with capital of €17,756,460.00

Chambéry Company Trade Register (RCS) no.: 076 520 568

Registered office: Chalet des Villards- Arc 1800 - 73700 Bourg Saint Maurice - France

Intra-community VAT no.: FR 07 076 520 568

Telephone no.: +33(0)4.79.04.24.00

Contact form: link <https://www.lesarcs-peiseyvallandry.ski/fr/contact>

Registered with ORIAS as an intermediary insurance agent under the number 17007384 ([www.orias.fr](http://www.orias.fr)),

Insured for professional liability under the conditions provided by Article L220-1 of the Insurance Code, with Allianz IARD - 1, cours Michelet - CS 30051 - 92076 Paris Defense Cedex - France,

Operator of the ARCS/PEISEY-VALLANDRY ski area,

Hereinafter referred to as the "Operator".

### ARTICLE 1. GENERAL SCOPE OF TERMS AND CONDITIONS

The present general terms and conditions apply to

- All ski lift Passes (hereinafter referred to as "Pass(es)") issued by the Operator, which allow access to the ski areas of the Arcs/Peisey-Vallandry or Paradiski (space linking the ski area of La Plagne, operated by the Société d'Aménagement de la station de la Plagne, hereinafter referred to as "SAP") and
- All the recreational and athletic activities sold by the Operator other than the sale of Passes (hereinafter referred to as "Activities").

It is specified that the Seller proposes three types of Passes, namely:

- The "**Classic Pass**", a ski lift pass allowing access to the ski area of Arcs/Peisey-Vallandry. All Activities require a supplementary purchase.
- The "**Essential Pass**", a ski lift pass allowing access to the ski area of Paradiski and including certain Activities as well as advantages with our partners of the resort.
- The "**Premium Pass**", a ski lift pass allowing access to the ski area of Paradiski and including more Activities as well as advantages with our partners of the resort.

Details of these Passes are posted at all the points of sale and can be found online at [www.lesarcs-peiseyvallandry.ski](http://www.lesarcs-peiseyvallandry.ski) (hereinafter the "Website").

The Activities can be either sold separately (except for priority queues) or integrated with the Essential Pass or Premium Pass.

The present general terms and conditions are applicable **from 1<sup>st</sup> October 2019** and valid exclusively for the winter season.

The terms of sale of Passes valid for the summer season are defined in a separate document.

These general terms and conditions are supplemented by the general conditions of sale of the entity that sold the Pass to the User.

Should any provision herein be found lacking, it shall be considered governed by the current practices in force in the ski lift industry for companies whose registered office is located in France.

The acquisition of a Pass or the purchase of an Activity implies that the individual (hereinafter referred to as "User") has full knowledge of and accepts all the present general terms and conditions, without prejudice to common forms of legal recourse.

### **IMPORTANT:**

#### **The User must imperatively conserve:**

- The **proof of purchase** issued during its purchase from the Operator  
The proof of purchase mentions the ski area and category (full rate, reduced rate, etc.), the date limit of its validity, the series number of the ski pass and any insurance subscription.
- The "**recharge number**", mentioned on the Pass if it was purchased from a Distributer.

The User will be asked to present the pass in the event of an inspection by the Operator as well as to respond to any request (e.g. emergency, loss or theft of a Pass, complaint) on behalf of the Operator or the Company SAP, if applicable.

**The Pass is strictly personal and non-transferable, unless the Pass corresponds to the shortest duration on the tariff chart.** The User is therefore responsible for keeping his Pass to ensure it cannot be used by a third party.

## **ARTICLE 2. INSPECTION OF PASSES**

Every Pass, issued on a numbered physical medium, shall be used for a predetermined validity period and age category. The information on the card regarding the validity of the Pass has no contractual value. Only the information contained on the chip of the physical medium shall be binding.

All Passes allow free usage of the ski lifts in the authorised ski area during the validity period issued, without any priority whatsoever.

The validity area of the Pass is indicated on the slopes/piste map for the ongoing winter season and during ski lift opening hours, posted at the Operator's points of sale and/or at the ski lift departure area, subject to meteorological and snow conditions.

The Pass (accompanied by the **Proof of purchase**) must be kept on the User during all transport via ski lift, from departures through arrivals, so it can be detected by the automatic control system or presented to Inspectors, duly appointed by the Operator or the company SAP, who reserve the right to carry out such verifications.

Should an Inspector assert the User's absence of a Pass, the usage of an invalid Pass or a User disregarding the policy regulations displayed at ski lift points, the offender can regularise the situation through an immediate transaction of payment of a lump sum in addition to potential fees for the ski pass.

This lump sum can equal up to **five (5) times the value of the day ski pass, in accordance with applicable regulations** (Articles L342-15, R342-19 and R342-20 of the Tourism Code and Articles 529-3 et al. of the Code of Criminal Procedure).

Duly appointed inspectors can demand the presentation of all documents justifying the tariff benefits granted to the User and Pass-holder in case of a reduced tariff or a free Pass. The various age categories are systematically verified at ski lift points, indicated by different illuminated colours.

If the offender is unable or unwilling to immediately pay the sum required, therein refusing to complete the transaction, an official report of the offense shall be written up by the Inspector. Should the User fail to make an

immediate payment directly to the Inspector, the latter has the right to demand justification of the identify and address of the offender.

If the offender refuses or is unable to justify his identity, the inspector shall immediately report the fact to a judicial police officer of the national police or national gendarmerie of the appropriate jurisdiction, who may then order the offender to be brought forth immediately.

The procedure described in the preceding paragraph shall be terminated immediately if the offender proceeds to pay all the required fees related to the transaction. Upon payment, a lump sum receipt is then issued.

The offender has a limited time, as provided by law:

- To settle the amount of the transaction which includes:
  - o A possible payment for the ski lift pass;
  - o The lump sum payment;
  - o Administrative fees, in accordance with the provisions of article 529-4 of the Code of Criminal Procedure;
- Or to send a letter of contestation to the Operator.

If payment is not made within the legal deadline and a contestation is not filed, the offender is subject to criminal prosecution in accordance with the provisions of Article 529-5 of the Code of Criminal Procedure.

Finally, the fraudulent use of a Pass (expired, falsified, counterfeit, nominative pass used by a third party...) shall result in its immediate withdrawal and, if applicable, the filing of legal proceedings.

### **ARTICLE 3. DEFECTIVE PHYSICAL MEDIUM (SKI CARD)**

User instructions: To facilitate the transmission of information encoded while passing through control terminals, the Pass must be worn on the left side and, preferably, separate from a mobile phone, keys and any item made wholly or partially of aluminium.

The physical medium must not be bent, perforated, torn or placed near a heat source.

Should the physical medium fail to function or prove technically defective, the Operator will replace it, at its own cost, from the date of return of the latter at one of the Operator's points of sale.

However, after verification, if the defectiveness of the physical medium is due to the User (e.g. disregarding the user instructions), the Operator shall charge the User processing fees described in **article 4**.

In the event the defective physical medium was issued by the company SAP, the request cannot be processed by the Operator.

The User must send his request to SAP in accordance with the General Terms and Conditions of Use of Ski Lift Passes established by the latter.

### **ARTICLE 4. LOSS OR THEFT OF PHYSICAL MEDIUM (SKI CARD)**

#### **4.1. Regarding the Activities:**

In the event of loss or theft of the bar code (or QR Code) to participate in an Activity, the Client must go to a point of sale of the Operator and provide his **Proof of purchase** (receipt given by the Operator at the time of the purchase of the Pass in the case of an on-site payment or a copy of the order confirmation in case of online payment) in order to cancel the first bar code or QR Code corresponding to the Activity and to receive, at no additional cost, a new code.

#### **4.2. Regarding the Passes:**

The provisions below apply exclusively to Passes issued by the Operator. Therefore, in case the lost or stolen Pass was issued by the company SAP, the request cannot be processed by the Operator.

The User must send his request to the company SAP, in accordance with the General Terms and Conditions of Use of Ski Lift Passes established by the latter.

In case of loss or theft of a **Pass with a residual duration of equal to or more than four (4) hours**, the User can obtain a duplicate from the Operator, if the following conditions are met:

#### **4.2.1. Declaration of loss and information to provide**

##### **Case #1: For Users having obtained and paid for the Pass directly from the Operator**

The User must provide the **Proof of purchase** (receipt given by the Operator at the time of the purchase of the Pass if it was paid on-site or a copy of the order confirmation if paid online), to justify the request for a duplicate.

##### **Case #2: For Users having obtained the Pass from a distributor (i.e. lodging agency, tour operator)**

The User must provide the Operator with the "recharge number" mentioned on the physical medium of his Pass.

The User having no Proof of purchase issued by the Operator must imperatively to write down and conserve the numbers, upon the issuance of his Pass by the distributor.

The User must then complete a declaration of loss at one of the Operator's points of sale, indicating:

- The User's surname, first name and telephone number;
- The "serial number";
- The dates and duration of validity of the lost or stolen Pass.

#### **4.2.2 Processing fees**

To obtain a duplicate, the User must also pay the current **applicable processing fee**; the amount is posted at the Operator's points of sale.

#### **4.2.3. Issuing a duplicate**

- Any Pass officially declared lost or stolen by the User to the Operator will be deactivated by the latter and no longer allow access to the ski area.
- Subject to regulatory verifications, on the same day the declaration of loss/theft is submitted to a point of sale of the Operator before the closing time of the latter, the User may pick up a duplicate from this point of sale (valid for the remaining time of the Pass).
- **PLEASE NOTE**: Any Pass declared lost or stolen with a residual duration of less than (4) hours, regardless of its physical medium, cannot result in the issuance of a duplicate. The same applies to other Passes for which the necessary information (see **article 4.2.1** above) for duplicate issuance cannot be provided by the User. The User is prohibited from taking any legal recourse against the Operator.

### **ARTICLE 5. RESPECT OF SAFETY RULES**

All Users are obliged to respect the safety rules related to ski lift transportation; notably the policy regulations displayed at the ski lift departure points, the accompanying pictograms as well as all instructions given by the Operator's staff, subject to a penalty. The same applies to the municipal decree relating to safety regulations for ski slopes; the User is recommended to familiarise himself with the "10 rules of good conduct for ski slope users" published by the International Ski Federation (FIS).

**The User is also obliged to respect the conditions of access (age and/or minimum height, ski level required) and safety rules displayed at the Activity/Activities, the accompanying pictograms, regulations, as well as any safety instructions given by the Operator's personnel, under penalty of refusal of access and/or sanction.**

**The same applies to the municipal decrees displayed at the town hall and at the participation sites of the Activity/Activities.**

## **ARTICLE 6. PROTECTION OF PERSONAL DATA**

### **User transport:**

Personal data of User transport is collected for the management of access operations for ski lifts and for the verification of Passes.

This data processing is based on a contract of transport to which the User is a party.

Collected data is intended for the Operator, and, where applicable, for the company SAP in its capacity as an operator of the linked ski area.

The collected data is kept for the time required to achieve the above-mentioned purposes.

### **Verification of Passes:**

The personal data collected by Inspectors during Pass verifications is the subject of processing related to the follow-up of the infringements recorded within the framework of the police of public land transport services. The processing is based on the legitimate interest of the Operator to fight fraud.

All the information collected by the Operator for the treatment mentioned above is mandatory.

The data collected is intended for the Operator and, if applicable, exclusively prosecution authorities.

The collected data is kept for the following periods of time:

- In the event of the lump sum payment, the data relating to offenders and offenses is deleted when the payment is made.

This data, however, may be archived on an independent external database, with access limited to authorised agents of the Operator and for specific requests, for a maximum additional period of two years from the confirmed payment of the sums due.

- In the case of non-transactional offenses, data on offenders and recorded offenses is retained for up to twelve consecutive months to determine whether the common committed offense is provided for in Article L. 2242-6 of the Transport Code.

This data is also archived on an independent external database, with access limited to authorised agents and for specific requests, for an additional maximum of two years from the end of the twelfth month in the computer database.

### **Rescue operations:**

The personal data collected on the rescue file during the intervention of the first-aid ski patrol with a User is subject to processing intended for the administrative follow-up of the accident, the invoicing of the expenses of assistance and the handling of any dispute.

This treatment is based on the legitimate interest of the municipality or municipalities concerned who authorised the Operator to implement a rescue patrol covering the ski area and to recover related costs.

The data collected is intended for the Operator and the public authority responsible for billing and collecting emergency costs, the Gendarmerie (in the context of an investigation following an accident), the respective insurers of the Operator and User, and health services providing care to the User.

The collected data is conserved for the time necessary to achieve the above-mentioned purposes.

### **Common provisions:**

All the data processing mentioned above is carried out under the responsibility of the Operator, represented by Mr Frédéric CHARLOT, General Director, whose contact details are indicated in the header of these General Terms and Conditions of Use.

All the data may be transferred to a non-member country of the European Union. The User can obtain additional information on the sharing of data and applicable guarantees from the Operator.

In order to preserve the confidentiality and security of personal data and in particular to protect such data from unlawful or accidental destruction, accidental loss, accidental alteration, unauthorised disclosure or unauthorised access, the Operator implements appropriate technical and organisational measures, in accordance with applicable legal provisions. To this end, it has put in place technical measures (such as firewalls) and organisational measures (such as an identification/password system, physical means of protection, etc.).

The User reserves the right to access the data concerning himself and to have the data rectified or deleted, to transfer the data or have it transferred to a third party, to impose a limitation of its usage or refuse its usage. The Operator shall comply with this request, subject to adherence to legal obligations incumbent upon it.

The User may exercise these rights:

- By postal letter sent to the following address: ADS– Service Protection des données personnelles  
– Chalet des Villards-Arc 1800 - 73700 Bourg Saint Maurice, France; or
- By sending an e-mail to the following address: [ads.privacy@compagniedesalpes.fr](mailto:ads.privacy@compagniedesalpes.fr)

In the interest of confidentiality and protection of personal data, the Operator must be able to verify the identity of the User in order to respond to his request. For this purpose, the User must provide, taking into account the exercise of the aforementioned rights, a photocopy of an official identity document, mentioning date and place of birth and bearing his signature, in accordance with the provisions of law n° 78-17 of 6 January 1978, known as the "Loi Informatique et Libertés" (French Data Protection Act), Article 92 of the decree of 20 October 2005 for the application of this law, and the European regulation 2016/679 of 27 April 2016 on the protection of natural persons regarding the processing of personal data and the free sharing of such data.

Finally, the User has the right to file a complaint with the CNIL (French Data Protection Authority) if the Client considers that his rights have been breached. Contact information of the CNIL: Commission Nationale de l'Informatique et des Libertés, 3 place de Fontenoy, TSA 80715, 75334 Paris Cedex 07, France – Phone: +33 (0)1 53 73 22 22 – Fax: +33 (0)1 53 73 22 00 – Website: <https://www.cnil.fr/fr/plaintes>.

In application of Article 90 of Decree no. 2005-1309 of 20 October 2005, the User can receive the information presented above in written form, upon simple verbal or written request addressed to the aforementioned entity.

## **ARTICLE 7. CO<sup>2</sup> REPORTING FOR TRANSPORT SERVICES**

In application of Article L1431-3 and D1431-1 to 1431-23 of the Transport Code, the Operator shall provide notification of the following CO<sup>2</sup> information regarding ski lift transport services:

- The CO<sup>2</sup>e transport for a 1-day Arcs/Peisey-Vallandry Pass is 28 g CO<sup>2</sup>e, equivalent to a car route of 0.20 km;
- The CO<sup>2</sup>e transport for a 1-day Paradiski Pass is 27.5 g CO<sup>2</sup>e, equivalent to a car route of 0.20 km;

- The CO<sup>2</sup>e transport for a 6-Day Arcs/Peisey-Vallandry Pass is 165 g CO<sup>2</sup>e, equivalent to a car route of 1.18 km.
  - The CO<sup>2</sup>e transport for a 6-day Paradiski Pass is 165 g CO<sup>2</sup>e, equivalent to a car route of 1.20 km.
- Method of calculation: 6g CO<sup>2</sup>e /kwh /100% renewable energy /diesel fuel car 140g/km (class C, current average)

For further information, please contact: *ADS-Service Qualité Sécurité et Environnement- Chalet des Villards – Arc 1800 -73700 Bourg Saint Maurice, France*

## **ARTICLE 8. TRANSLATION – APPLICABLE LAW – SETTLEMENT OF DISPUTES**

Should the present general terms and conditions be drawn up in several languages, it is expressly understood that the French version of the present general terms and conditions shall be the only legally binding version. As a result, and in the event of difficulties of interpretation/application of any of the provisions of the present general terms and conditions, the French version should be expressly and exclusively referred to.

The present terms and conditions are subject to French law for all interpretation and application.

In accordance with Article L 211-3 of the Consumer Code, in the event of a dispute regarding validity, interpretation or application of these terms and conditions, the User has the right to free recourse to a conventional mediation, or any other alternative means of resolving a dispute.

All claims must be addressed according to the conditions defined in **article 4.3 of the General Terms and Conditions of Sale of Ski Lift Passes**.

Failing a satisfactory response or in the case of an absence of response within a delay of a minimum of sixty (60) days following the written claim (and within the maximum period of one (1) year from the written claim), the Client can exercise his right to contact the **Tourism and Travel ombudsman** (MTV Médiation Tourisme Voyage, BP 80303, 75823 Paris Cedex 17, France) according to the conditions stated on the site [www.mtv.travel](http://www.mtv.travel).

The decision given by the Tourism and Travel ombudsman is not binding on the parties to the contract.

Furthermore, in accordance with article 14 of the EU Regulation no. 524/2013, the European Commission has set up a Dispute Resolution Platform, facilitating the independent and extra-legal settlement of online disputes between consumers and professionals of the European Union.

This platform is accessible at the following link: <https://webgate.ec.europa.eu/odr/>.

In the event of a failure to reach an amicable settlement, the User can pursue legal action either in a jurisdiction territorially competent under the Code of Civil Procedure, or in the jurisdiction of the location where he was present at the time of entering the contract or where the injurious event occurred (Article R. 631-3 of the Consumer Code).