

GENERAL TERMS AND CONDITIONS OF SALE 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 the ORIAS as an intermediary insurance agent under the number 17007384 (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 "Seller".

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

Moreover, the Activities can either be sold separately (except for priority queues) or combined with the Essential Pass or Premium Pass.

The present general terms and conditions are applicable from 4th November 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 Terms and Conditions of Use of Ski Lift Passes, attached.

Online purchases (Website, automatic kiosks or mobile phone application) are also subject to the Specific Terms and Conditions for Online Sales posted at the corresponding sales channel.

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

Obtaining a Pass and/or purchasing an Activity implies that the individual (hereinafter referred to as "Client(s)") has full knowledge of and accepts all the present general terms and conditions, without prejudice to usual methods of recourse.

These conditions concern exclusively natural persons identified as consumers as defined by the preliminary article of the Consumer Code.

The Client acknowledges all responsibility to be informed about the Passes and, if applicable, the Activities and their proposed tariffs and to select the most suitable option. Under no circumstance shall the Seller be held liable for the Client's choice.

Reminder: These general conditions of sale may be subject to subsequent amendments; the version applicable to the purchase of the Client shall be the version in effect on the day of entering into the contract.

ARTICLE 2. GENERAL CONDITIONS OF THE SALE OF PASSES

Article 2.1 Description of Passes

The duration of a Pass stating the number of days implies "consecutive days" of a specific dated period.

Other Passes that may be available for purchase:

- "Non-Consecutive Days Passes": Their period of validity is the ongoing winter season.. At the end of the season or specified period, if the credit of days has not been completely used, the remaining credit cannot be carried over to a later season, nor refunded or exchanged.

- "Consecutive Hours Passes": The number of hours is deducted without interruption, in a continuous manner, from the first passage through the first access point of the ski lift. If, when the ski lifts close, the credit of hour(s) has not been completely used, the remaining hour(s) credit or fraction thereof cannot be carried over to a later date, nor refunded or exchanged.

The Seller, in its capacity as an Intermediary Insurance Agent, proposes the purchase of a "Carré Neige" insurance contract to the Client, in addition to the Pass purchase. This contract is subject to the insurance conditions, which the Client may consult at points of sale or download either directly from its website www.carreneige.com or through a hypertext link on the Seller's Website.

IMPORTANT:

The issuance of each Pass results in a **proof of purchase**, which states the ski area and category (full rate, reduced rate, etc.), the date limit of validity, the recharge number of the Pass, and, if applicable, any insurance subscription (hereinafter referred to as "**Proof of purchase**").

This proof of purchase must imperatively remain in the possession of the Client, who must be able to present it to the Seller upon demand in case of inspection or specific circumstances (e.g. emergency, loss or theft of Pass, misuse, complaint).

Article 2.2 Physical medium of passes

The Pass is issued on a physical medium containing a number, called the "recharge number."

The Pass is composed of a **physical medium** encoded with the ski lift pass, and, if applicable, the Activities and a **Proof of purchase**.

Depending on the category and duration of the Pass concerned, the latter is issued either in a "bar code" format, a "non-rechargeable chip card" or a rechargeable chip card referred to as a "ski-card".

The "ski-card" physical medium incorporates a chip encoded with the ski lift pass for access to one of the ski areas mentioned above.

All forms of physical medium are issued free of charge by the Seller.

All rechargeable physical medium issued by the Seller and in proper working order can be recharged by the Client at physical points of sale of the Seller, on automatic kiosks for purchasing/recharging, on the Website or through the mobile application "Paradiski Yuge".

The titleholder of a physical medium does not benefit from any reduction on the price of the Pass if recharged at a point of sale or online.

Article 2.3. Photograph of the Client

To purchase any type of "season" Pass, the Client must present a recent form of photo ID, showing the frontal view of the Client's face, without sunglasses nor head covering.

The photo will be kept by the Seller in the computer ticketing system to facilitate any subsequent recharging or reissuing of the Pass, on condition of the Client's prior consent (see "Protection of Personal Data").

Article 2.4 Tariffs

The public tariffs for Passes and Carré Neige insurance are posted at the Seller's points of sale and on the Website. Tariff charts are also available at the points of sale and Offices of Tourism.

These tariffs are expressed in Euros per person and are inclusive of all taxes; they are established based on applicable taxes at the time of publication of the tariff chart and are subject to modifications in the event of variations of applicable taxes.

Discounts and free products are offered to various categories of persons according to the conditions posted at points of sale or on the Website. These discounted or free products are issued upon presentation of official ID documents at the time of purchase to justify the relevant special rate.

Photocopies of ID will not be accepted. No discounts or free products shall be granted after purchase.

All discounts will be applied to the "full rate" of the Pass and cannot be combined with any other offer or promotion in progress.

Moreover, certain offers or promotions may be exclusively available and/or reserved for specific sales channels (e.g. website, mobile phone application).

In all cases, the age of the Client shall be determined by his age on the first day of the start of validity of the Pass to be issued.

Article 2.5. Interruption of ski lift operation

2.5.1. If the Client chooses a "4 hours" or "1 day" Pass

The Seller offers reduced rates on the "4 hours" or "1 day" Pass, in the event of bad weather or snow conditions that have a significant impact on ski-lift operating conditions. (See the conditions at cash register points).

2.5.2. If the Client chooses a "Stay" Pass (= 2 days or more, not including "season" Passes or non-consecutive-days Passes).

Only in the case of an **interruption of more than four (4) consecutive hours AND interruption of over fifty percent (50%) of the ski lifts** to which the Pass provides access - and except in cases of force majeure - will the Seller consider compensation for damage incurred by the Client who is the titleholder of a "Stay" Pass.

In this case, the Client can submit a compensation request at a reception desk or at a point of sale of the Seller or via the Website (section contact us).

Once the qualifying factors outlined in paragraph one of this section have been established, compensation is determined according to the number of days during which the Client could not use his Pass due to the interruption

of service; the last day taken into consideration in all cases shall be the expiration day of the validity of the Pass in question.

The client may choose compensation among the options listed below (this choice is irrevocable and cannot be called into question for any reason whatsoever):

1. **Extension** of the duration of validity of the Pass concerned by issuing a new Pass, of the same type and of a duration equal to the number of compensable days as defined above (which shall begin on the day after the expiration of the initial Pass, or the first day of the resumption of service, if later than this date);
2. Receipt of a **credit voucher**, which must be used before the end of the winter season following the ongoing Season (S +1). The credit is issued in the form of a Pass for a duration equivalent to the number of compensable days as specified above;
3. **Reimbursement**, calculated on a pro-rata basis, according to the number of days the ski lifts were interrupted calculated on the purchase price of the relevant Pass.

For example, in the case of an interruption of more than 50% of the ski lifts as defined above for a period of three (3) days,

- A Client, titleholder of a Six (6) days Classic Pass will be reimbursed for 3/6^{ths} of the purchase price of his Classic Pass.

The Client cannot claim any sum or benefit exceeding the chosen compensation.

The compensation request, accompanied by the relevant documents (the original or scan of the Pass and Proof of purchase) must be provided to the Seller, in compliance with the procedure defined in **article 4.3** below. Compensation shall be rewarded no later than three (3) months following the receipt of all documents relating to the compensation request.

NB: Only Passes which were obtained and paid for directly by the Client to the Seller may result in compensation. In all other cases, the Client must refer to the General Conditions of Sale of the entity from whom the Pass was purchased.

NB: This compensation procedure is not applicable during the first week and last week of the winter season since reduced rates are already offered by the Seller during these periods.

Article 2.6. Reimbursement

If the Passes issued are unused or not fully consumed, they cannot be reimbursed or exchanged, except in circumstances described in **article 2.5** above.

The Client may subscribe to specific insurance which covers this type of risk and may also cover rescue fees in the event of an accident on the ski slopes or ski lifts. All related information is available at points of sale.

ARTICLE 3. GENERAL CONDITIONS OF SALE OF ACTIVITIES

Article 3.1. Description of Activities and related points of sale

3.1.1. Activities of the Seller

These general conditions apply specifically, without restriction or reservation, to any purchase of the Activities proposed by the Seller, whether or not included in the Pass, namely:

- The torchlight descent, sold only at the boutique Mille 8 of Arc 1800, reservation mandatory and subject to availability;

- The downhill toboggan run at Arc 1800 (Luge 1800) or Arc 2000 (Luge 2000), sold at all points of sale and online;
- The First Track sold at all points of sale and online, reservation mandatory and subject to availability;
- The No-Queue Aiguille Rouge cable car, sold at all points of sale and online, reservation mandatory and subject to availability;
- Entry to the Arc 1800 swimming pool, sold exclusively on the "Paradiski Yuge" application.

Details of these Activities are displayed at all points of sale and posted on the Website.

NB: The Client must respect the access conditions (age and/or minimum height, ski level required) and the safety rules posted at the Activities sites, the supplementary pictograms, the regulations, as well as all security instructions given by the Seller's staff, under penalty of refusal of access and/or sanction.

The above conditions also apply to municipal by-laws posted at the town hall and on-site where the Activities are held.

3.1.2. Activities sold or proposed on behalf of Partners

The Seller also proposes the sale of Activities on behalf of partners (hereinafter referred to as the "Partner (s)"), namely:

The Activity "Swimming pool Mille 8", sold on behalf of EPIC AB Tourism, Headquarters: 35 rue de la Gentiane - 73700 BOURG-SAINT-MAURICE, FRANCE Site: Espace Mille 8 - Arc 1800 - 73700 BOURG-SAINT-MAURICE , FRANCE. Phone: +33 (0)4 79 07 07 90, only via the Paradiski Yuge application;

The Activity "Ice Cave", sold on behalf of the company Caméléon Village Igloo, Headquarters: 76 Chemin de Seyrosset - 74110 Morzine, France. Site: Located at the bottom of the TDS Arcabulle - Arc 2000- 73700 BOURG-SAINT-MAURICE, FRANCE. Phone: +33 (0)7 77 99 45 77, at all points of sale and online on the Website.

As such, the General Terms and Conditions applicable to these Activities are those of the Partners, available at the Seller's points of sale.

In addition, the Essential Passes and Premium Passes allow Clients to benefit from advantages proposed by other partners, as mentioned on the tariff chart under the headings "Great ski area deals" and "Great resort deals". If the Clients are interested, they must contact these partners directly and enter into a contractual agreement with them.

In all the aforementioned cases, the Partners remain fully responsible for the proper execution of the Activity, particularly providing after-sales service related to the Activity in accordance with their own general terms and conditions.

3.1.3. Common Provisions

Each purchase of an Activity by the Client results in the issuance of a **Proof of purchase**.

The main characteristics of the Activities are presented on the tariff charts available at the points of sale referred to in **article 3.1.1** and on the Website.

Article 3.2. Physical medium

When purchased on-site, the Activities are issued in paper form with a bar code, providing access to the Activity.

When purchased online, the Client receives an e-mail with a one-time QR code, used to access the Activity.

On the other hand, the activity "Entry to the Arc 1800 swimming pool" is only rechargeable on the physical medium (or "ski card") referred to in **article 2.2**.

Article 3.3. Tariffs

The Activities proposed by the Seller are provided at the prices in force in the tariff charts available at points of sale of the Seller. The prices are expressed in euros, all taxes included.

These prices are definitive and non-revisable during their period of validity, but the Seller reserves the right, outside this period of validity, to modify prices at any time.

Article 3.4. Reimbursement

In the event where the Seller's Activities are not utilised by the Client or if the Client's credit for the Activity is not completely used up, the remaining amount cannot be refunded or exchanged, except in the following two cases:

- **Cancellation by the Seller of the Activity due to bad weather or snow conditions;**
- **Cancellation by the Seller of the Activity due to insufficient number of registered Clients.**

If the Seller is not able to propose a postponement of the Activity during the Client's stay, the latter will be able to obtain the reimbursement of the said Activity based on:

- **The purchase price, if the Activity was bought separately;**
- **The preferential rate corresponding to the Activity if an Essential Pass was purchased;**
- **A lump sum equivalent to 60% of the current rate of the Activity concerned, if a Premium Pass was purchased.**

To obtain this, the Client must send a request for reimbursement by following the procedure defined in **article 4.3** below.

Please remember that complaints related to the Activities sold by or proposed on behalf of Partners (see article 3.1.2 above) are handled by the Partners concerned, according to their own general terms and conditions.

ARTICLE 4. COMMON PROVISIONS

Article 4.1 Photograph of the Client

We specify that the Pré Saint Esprit chairlift (Arc 2000) and the toboggan run "Luge 1800" are equipped with a **System that Photographs the Client Automatically**. The Client may, if he wishes, obtain his photograph on the mobile application "Paradiski Yuge" after scanning his card and selecting his photograph on the terminal.

The photograph constitutes personal data according to regulations, in particular European regulation 2016/679 of 27 April 2016, on the protection of individuals with regard to the processing of personal data and the free sharing of such data.

It is processed by computer so that the Client may have it at his disposal after taking the Pré Saint Esprit chairlift and/or the Luge 1800 toboggan run.

The data processing is carried out under the conditions defined in **article 4.5**.

Article 4.2 Payment procedures

The price must be paid in full on the day of the order.

These payments are to be made in Euros, either by cheque drawn on a bank account opened in France and issued to the order of the Seller, or in cash within the regulatory limits (see Articles L112-6 and D112-3 of the Monetary

and Financial Code), or by a bank card accepted by the Seller (French CB, Visa, Amex, Mastercard) or ANCV holiday vouchers.

For any payment by cheque, the presentation of a valid identity document matching the name on the cheque will be required.

Article 4.3. Complaints

All complaints must be sent to the Seller within two (2) months following the occurrence of the source of the claim, without prejudice to legal processes or statutory time limits in order to pursue mediation or bring legal action as detailed in the conditions in **article 4.6**.

All complaints must be sent to the following address:

ADS

Service Relations Clients

Chalet des Villards-Arc 1800

73 700 Bourg Saint Maurice

Or sent via the website: www.lesarcs-peiseyvallandry.ski (section contact us).

Article 4.4. Intellectual property

The Client acquires no right of ownership or use and may not use the names, signs, emblems, logos, trademarks, copyright and other signs or other rights of literary, artistic or industrial property of the Seller.

Article 4.5 Protection of personal data

Personal data collected during the sale of ski Passes and/or purchases of an Activity is processed with the purpose of:

- Processing the order. The use of data is necessary to execute the sales contract that the Client enters into with the Seller;
- Photographing the Client. This treatment is based on the consent of the Client, expressed during the purchase or issue of a Pass with Photograph and/or a Pass giving access to the Pré Saint-Esprit chairlift and/or the Luge 1800;
- Sending the Client promotional offers, newsletters, invitations to participate in games or contests and satisfaction surveys. Messages sent by the Seller are based on the legitimate interest of the latter to develop its activities; messages sent by the Office of Tourism of Bourg Saint Maurice/Les Arcs, or by commercial partners of the Seller and its affiliated companies (Groupe Compagnie des Alpes), process the data based on the Client's consent.
- Responding to inquiries, comments and complaints filed by the Client. This usage is based on the Client's consent.

All data requested by the Seller for issuing the Passes and/or Activities is compulsory. Providing other information is optional.

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

The collected data is intended for:

- The Seller;
- All providers whose involvement is necessary for carrying out the processing mentioned above;
- The Bourg Saint Maurice/Les Arcs Office of Tourism, commercial partners of the Seller and its affiliated companies (Groupe Compagnie des Alpes), if the Client has granted consent.

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

The data is kept for the following periods of time:

- Data collected to process orders for products and services is conserved for five years from time of collection if the amount of the order is inferior to €120; for ten years if the amount of the order concluded electronically is equal to or greater than €120. However, the number and expiry date of the Client's bank card are kept on file in all cases, for 15 months after the last debit date for evidence purposes in the event of a dispute of the transaction carried out remotely.
The cryptogram is not retained after the transaction.
- Photographs necessary for the purchase of a Pass requiring a photo are kept for three years from the date of collection, to facilitate the reissue of the Pass from one season to another, if the Client has given prior consent thereto;
- Photographs taken on the Pré Saint Esprit chairlift and/or the "Luge 1800" toboggan run are kept for a reasonable duration of a few hours and, in any event, at the latest on the related kiosk until the end of the day. At the end of this period, if the Client scans his card at the kiosk and selects his photograph to download it on the "Paradiski Yuge" mobile application, the photograph is kept for a new period of four weeks.
- Data collected to send the Client newsletters, satisfaction surveys and promotional offers is kept for three years from the time of collection. At the end of this period, this data is retained for a further period of three years if the Client agrees to continue to receive newsletters, satisfaction surveys and promotional offers from the Seller.
- Data collected to respond to requests for information, comments and claims sent by the Client is kept for the time necessary to process these requests, comments and claims.

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 Seller has implemented 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 a username/password system, physical means of protection, etc...).

The Client reserves the right to access the data concerning himself, 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 Seller will consent to this request, subject to compliance with legal obligations incumbent upon it.

The Client has the right to withdraw his consent regarding data processing concerning himself at any time. The withdrawal of his consent does not affect the lawfulness of the processing carried out prior to such withdrawal.

The Client can 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

In the interest of confidentiality and protection of personal data, the Seller must be able to verify the identity of the Client in order to respond to a request. To this end, the Client must provide, taking into account the exercise of the aforementioned rights, a photocopy of an official identity document, mentioning the date and place of birth and bearing his signature, in accordance with the provisions of the law no. 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 cited for the application of this law, and of 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 Client reserves the right to file a complaint with the CNIL (French Data Protection Authority) if the Client considers 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 Client can receive a written response regarding the information detailed above, upon simple verbal or written request, addressed to the aforementioned entity.

Finally, the Client can register, at no cost, to enlist to oppose calls by telemarketers in order to no longer be solicited by a professional with whom the Client has no 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

Should the present general terms and conditions be drawn up in several languages, it is expressly understood that the French version of the present 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 general terms and conditions are subject to French law for all interpretation and application.

In accordance with Article L.211-3 of the Consumer Code, should there arise a dispute regarding the validity, interpretation or application of these terms and conditions, the Client has the right to free recourse to a conventional mediation procedure, or any other alternative means of dispute resolution. All complaints must be addressed according to the conditions detailed in **article 4.3** above.

Failing a satisfactory answer or in the case of an absence of response within a period of a minimum of sixty (60) days following this written complaint (and within a maximum period of one (1) year from this written complaint), the Client has the right to a process of mediation, conducted by the **Tourism and Travel ombudsman** (MTV Médiation Tourisme Voyage, BP 80 303, 75823 Paris Cedex 17, France) according to the conditions detailed on the website www.mtv.travel.

The opinion decided by the Tourism and Travel ombudsman is not binding on the parties to the contract.

In addition, in accordance with Article 14 of Regulation (EU) No. 524/2013, the European Commission has set up an Online Dispute Resolution platform, facilitating the independent and extra-legal settlement of online disputes between consumers and professionals of the European Union.

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

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