

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

Société d'Aménagement de la station de la Plagne (SAP – La Plagne operating company)

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

Registered at the Chambéry business registry under n° 076 220 011

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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 apply to all tickets for travel on ski lifts (hereinafter referred to as the «Ticket(s)») sold by the Operator and granting access to the ski areas of la Plagne and Paradiski (area linked with the ski area of les Arcs/Peisey-Vallandry operated by the ADS company).

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.

It is the Client's responsibility to make themselves aware of the Tickets and prices offered and to choose the most suitable one. The Operator cannot be held responsible for the Client's choice.

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

The duration of the Ticket is in «consecutive days».

The Operator also offers the Client a «Carré Neige» insurance policy to complement the purchase of the Ticket. This policy is subject to the insurance conditions which can be seen in the sales points or on line and can be downloaded from the web site www.carreneige.com or from the hypertext link on the Operator's web site (www.skipass-laplagne.com).

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.: rescue, loss or theft of the Ticket, polyvalence, claim).

Paragraph 2. TICKET CARDS

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

If the Client does not have a card, their Ticket will be encrypted on a new « rechargeable microchip card » known as a « ski card », with a unitary value of 1€ (one Euro) inclusive of all taxes. There is no refund for the return of this.

It is rechargeable and re-usable one or more times, with a limit of 5 (five) winter seasons.

«Pedestrian» Tickets are issued on free, disposable cards.

Paragraph 3. CLIENT'S PHOTOGRAPH

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

This photograph will be retained by the Operator in its digital ticketing system to facilitate any recharges or reissues of the Ticket, unless the Client objects (V. 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, the «ski-card» and the Carré Neige insurance are displayed in the Operator's sales points and on the web site www.skipass-laplagne.com. Price guides are also available in the sales points and tourist offices.

These prices are expressed in Euros and include all taxes: they are based on taxes in force and are liable to be amended in the event of the applicable taxes being altered.

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 or free passes are granted on presentation in the sales points, at the time of purchase, of official documentary proof of entitlement to the said price advantages.

Photocopies of the documentary proof will not be accepted. No reduction or free pass will be granted after purchase.

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

4.2. MEANS OF PAYMENT

All issues of a Ticket require payment of the corresponding price.

These payments are effected in Euros, either by cheque drawn on a bank account in France and in favour of the Operator, in cash up to the legal tender limit (v. paragraphs L112-6 and D112-3 of the monetary and financial code), or by bank card accepted by the Operator (CB, Visa, Mastercard), or by ANCV holiday cheques.

For any payment by cheque, proof of identity is required.

PARAGRAPH 5. TERMS OF USE OF SALES TERMINALS

The Tickets mentioned on the sales terminals may be purchased or recharged on the said terminals which are available to Clients in some sales points. Payment may only be made by bank card via an automatic payment terminal.

Paragraph 6. INTERRUPTION IN THE OPERATION OF THE SKI LIFTS

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

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

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

Only an interruption of more than half a day and of more than 50% (fifty per cent) of the ski lifts open in the period during which the interruption occurs and to which the Ticket gives access, and excluding cases of *force majeure*, may entitle the holder of a "holiday" Ticket (excluding "season" Tickets or Tickets for non-consecutive days) to compensation for the loss sustained.

In such cases, a compensation request form may be obtained from reception or one of the Operator's sales points and is also available on line on: [://ticketoski.fr/fr/la-plagne](http://ticketoski.fr/fr/la-plagne)

Only tickets purchased and paid for directly by the Client from the Operator will entitle the client to compensation.

The compensation is calculated according to the number of days during which the Client was unable to use their Ticket as a result of the interruption to the service: the last day taken into consideration being in any case the date on which the validity of the Ticket concerned expires.

The Client may choose to receive their compensation in one of the following forms (this choice is irrevocable and cannot be challenged for any reason whatsoever):

1. Immediate **extension** of the duration of validity of the Ticket concerned by the issue of a new Ticket (which runs from the day after the expiry date of the original Ticket, or the first day of the resumption of the service if that falls after the expiry date);
2. A **credit note** to be used before the end of the winter season following the current season (N+1). This credit note is non-transferable, personal and cannot be sold or gifted. The credit note will be for an amount calculated pro-rata to the number of days of interruption to the ski lifts.
3. Deferred **refund** calculated pro-rata to the number of days of interruption to the ski lifts. (By way of example: for a stoppage of more than fifty percent 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 awarded before the expiry date of the Ticket concerned.

The Client will not be able to claim any sum or facility exceeding the compensation chosen.

The compensation form, accompanied by documentary proof (copy of the Ticket of proof of purchase), must be submitted or forwarded to the Operator according to the terms outlined in paragraph 8.

The compensation will be paid no later than 2 (two) months following receipt of the items pertaining to the compensation request.

NB: This compensation procedure does not apply during the first or last two weeks of the winter season, given that specific prices are applied by the Operator during these periods.

Paragraph 7. REFUND

In cases where the tickets issued are neither used or completely exhausted, no refunds or exchanges will be made other than those provided for in paragraph 6 above.

Tickets for non-consecutive days must be used up during the current winter season. Beyond this date, they cannot be used unless they are refunded or extended.

It is possible to cover this type of risk by specific insurance, which also covers the cost of rescue on the ski pistes or ski lifts. Full details can be requested in sales points.

Paragraph 8. CLAIMS

All claims must be forwarded to the Operator within 2 (two) months following the event for which the said claim is being made, without prejudice to the legal means and timescales for recourse to mediation or to initiate legal proceedings as defined in paragraph 11.

All claims must be sent to the following address: *SAP- Service Relation Clientele- BP 57 – La Plagne- 73214 AIME LA PLAGNE Cedex* or via the internet to the address <https://ticketoski.fr/fr/la-plagne>.

Paragraph 9. INTELLECTUAL PROPERTY

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

Paragraph 10. PROTECTION OF DATA OF A PERSONAL NATURE

The personal data gathered at the time of the sale of Tickets is subject to processing relating to the management of the order and the issue of Tickets.

This processing is based on the completion of the sales contract to which you are a party.

All the information requested by the Operator for the issue of the Ticket is mandatory. If one or more pieces of information are missing, it will not be possible to issue the Ticket.

Certain data (postal address, e-mail, tel n°) may also be requested for marketing purposes by the Operator and, with your consent, its business partners.

The SAP company, represented by Monsieur Jean-Yves SALLE, acting in his capacity of Managing Director and whose contact details are shown in the legal notices, is responsible for the processing.

The data gathered are destined for the SAP company and its business partners in the case of the aforementioned marketing.

The data gathered are retained for:

- Data establishing proof of a contract to which you are a party: for five years with effect from their collection if the amount of the order is less than 120€, or ten years if the amount of the order placed on line is equal to or more than 120€
- Data gathered for marketing purposes : for three years with effect from their collection

At the end of this period, the data will be deleted. By exception, data gathered for marketing purposes is retained for a further period of three years if you agree to continue to receive offers from the SAP company.

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

You can activate these rights by contacting the SAP company: *Service Marketing Vente- BP 57- La Plagne- 73214 AIME LA PLAGNE Cedex.*

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

In compliance with paragraph 90 of 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 service mentioned above.

Finally, Clients are reminded that they may add their names free of charge to the list of those not wishing to receive marketing telephone calls in order to no longer receive such calls from a business with whom there is not a current contractual relationship in accordance with paragraph L121-34 of the Consumers' Code. (<http://www.bloctel.gouv.fr>).

Paragraph 10. TRANSLATION-LAW APPLICABLE-SETTLEMENT OF DISPUTES

In the case where these general conditions have been produced in several languages, it is expressly intended that the French version of these general 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 general conditions, it is the French version that should be expressly and exclusively referred to.

These general 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 to either 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).

