

## **TERMS AND CONDITIONS OF USE OF SKI PASSES AND ACCESS TICKETS TO ACTIVITIES**

The present terms and conditions of use (hereinafter referred to as the "Terms and Conditions of Use") define the relationship between the Société des Téléphériques de la Grande Motte (hereinafter referred to as "STGM"), operator of the ski lifts of the Tignes ski area, and any person (hereinafter referred to as the "User") who:

- Uses a ski pass (hereinafter referred to as a "Ski Pass") allowing access to one or several ski lifts operated by the STGM, or
- Participates in an activity (hereinafter referred to as an "Activity") operated by the STGM or one of its agents.

By using a Ski Pass or participating in an Activity, the User accepts without reservation the Terms and Conditions of Use.

### **ARTICLE 1. INFORMATION REGARDING THE STGM**

The STGM is a public limited company under French law with a capital of €3,240,000.00, registered with the Chambéry Trade and Companies Register under the number 076 920 024, and whose intra-community VAT number is FR 91 076 920 024.

Its contact details are as follows:

- Registered office address: 665 avenue de Grande Motte, Le Val Claret, 73320 Tignes, France
- Telephone number: +33 (0)4 79 06 60 00
- E-mail address: stgm@compagniedesalpes.fr.

The STGM is insured by Allianz IARD (1 cours Michelet, CS 30051, 92076 Paris La Défense Cedex, France).

The STGM is registered as an authorised insurance representative under the Orias number 17007382.

### **ARTICLE 2. ACCESS TO SKI LIFTS AND TO ACTIVITIES**

The Ski Passes provide access to the ski lifts operated by the STGM and, for certain passes, to the ski lifts operated by the Société des Téléphériques de Val d'Isère (hereinafter referred to as the "STVI").

However, certain ski lifts may be closed, with or without prior notice, particularly for meteorological, snow-related, sanitary or energy saving reasons. The STGM does not guarantee the daily opening of all the ski lifts it operates.

Restrictions of access, related for example to the age or physical condition of the User, or to the equipment used by the User, may apply to certain ski lifts or to certain Activities. These restrictions are available at the points of sale of the STGM and on the website <https://www.skipass-tignes.com> (hereinafter referred to as the "Website"). It is the User's responsibility to ensure that he is not affected by an access restriction. Any User concerned by an access restriction will be refused access to the ski lift in question, and neither the User nor the person having purchased the Ski Pass used by this User shall be entitled to claim any compensation whatsoever.

The Ski Passes do not grant the Users any priority access to any ski lift whatsoever.

In order to facilitate the transmission of the information encoded when the User passes through the ski lift access terminals, the Ski Pass must be worn on the left side.

The participation in an Activity may be subject to the User leaving an identification document with the STGM. This identification document will be returned to the User when he returns the equipment entrusted to him to participate in the Activity.

Minor Users who have not been granted official juridical capacity status are placed under the responsibility of the person or persons exercising parental authority over them.

### **ARTICLE 3. COMPLIANCE WITH THE RULES**

The User must comply with the policy regulations posted at the departure point(s) of the ski lifts operated by the STGM, as well as the instructions given to him by any STGM staff member when using these ski lifts. It is also recommended that the User adhere to the "Ten Rules for the Conduct of Skiers and Snowboarders" published by the International Ski Federation.

The User must comply with the sanitary rules enacted by the public authorities or by the STGM in application of a decision by the public authorities.

The User must refrain from any behaviour that adversely affects or is likely to adversely affect the safety, health and well-being of other users, the personnel of the STGM and subcontractors of the STGM (e.g., a state of drunkenness, verbal or physical violence, consumption of alcohol or drugs, possession of weapons, shouting, usage of devices that produce excessive noise, roughhousing, queue-jumping, etc.) in the departure and arrival areas of the ski lifts operated by the STGM, as well as on these ski lifts. The User must also refrain from damaging the equipment operated by the STGM.

Failing this, the STGM reserves the right to prohibit the User's access to the ski lifts it operates, to inform any police officer with territorial jurisdiction of the occurrence and to take all necessary legal action against the User.

### **ARTICLE 4. INSPECTION**

The User must be able to present to the STGM personnel or to any sworn inspector:

- An original, valid Ski Pass, allowing access to the ski lift used, in his name if it is a nominative Ski Pass.
- The proof of purchase of this Ski Pass or proof of a reservation of the Activity in which he is participating
- If applicable, the original document(s) justifying that the User qualifies for a Ski Pass or an Activity at a reduced rate or free of charge.

If the documents listed above are not presented, the User will not be allowed to access the ski lift or the Activity and must pay the price of the Ski Pass required to access the ski lift and/or the price of the Activity.

In the event of an inspection and a discovery of fraud by a sworn inspector, the User must also pay a lump-sum indemnity whose amount is equal to five times the value of the daily pass corresponding to the accessible ski lifts owing to fraudulent use of the Ski Pass. The amount of this lump-sum indemnity is rounded up to the next euro.

If the User is unable or unwilling to pay the lump-sum indemnity immediately, the sworn inspector will draw up a statement of offence. The latter is then entitled to verify the identity and address of the User. If the User refuses or is unable to prove his identity, the sworn inspector shall immediately report the fact to any territorially competent judicial police officer, who may order the sworn inspector to summon the User immediately. This procedure will be terminated immediately when the User pays all the sums due concerning the transaction. The User has a period of three months from the date of the statement of offence to pay the amount of the transaction, including any possible amount corresponding to the price of the Ski Pass, the lump-sum indemnity and any administrative fees. The User

may also, within the same period, send a reasoned contestation to the STGM. If payment is not made within the aforementioned time limit and in the absence of any contestation, the STGM will send the offence report to the Public Prosecutor's Office and the User will automatically be liable for an increased fixed fine collected by the French Public Treasury.

The User may have a sworn inspector remove the Ski Pass of a third party that he is using so that it can be returned to its rightful holder.

#### **ARTICLE 5. NON-TRANSFERABILITY OF SKI PASSES AND ACCESS TICKETS TO ACTIVITIES**

The Ski Passes and access tickets to Activities are personal and cannot be transferred, whether in return for payment or free of charge, to any third party whatsoever. Any Ski Pass or access ticket to an Activity that has been transferred in this manner shall be considered invalid.

By way of exception, a non-nominative Ski Pass of the shortest duration purchased at the highest rate is transferable. The new holder of the Ski Pass must, however, meet the conditions determined by the STGM (notably in terms of age) in order to benefit from this Ski Pass.

#### **ARTICLE 6. LOSS OF A SKI PASS OR AN ACCESS TICKET TO AN ACTIVITY**

In the event of a loss of the smart card on which the Ski Pass is encoded, and provided that the Ski Pass was purchased from the STGM, the User must declare this loss at a point of sale of the STGM. He must then provide the proof of purchase of the Ski Pass.

Upon presentation of these elements, the issuance of a new smart card shall be immediately issued and invoiced to the User at a cost of €10 inclusive of all taxes. This sum is not refundable if the original smart card is found. A new Ski Pass is encoded on the new smart card for the remaining duration of the initial Ski Pass.

The lost smart card is immediately blocked. It can therefore no longer be used, even if it is found.

In the case of Ski Passes resulting in the invoicing of days skied, these days are billed to the purchaser of the Ski Pass as long as the loss of the Ski Pass has not been reported, irrespective of whether the Ski Pass was used by its rightful holder or by a third party.

The access tickets to an Activity cannot be replaced. If the User has lost his access ticket, he must purchase a new one. He is advised to immediately report the loss of his access ticket at one of the points of sale of the STGM in order for the STGM to be able to deactivate this access ticket.

#### **ARTICLE 7. DEFECTIVE STATE OF A SKI PASS OR AN ACCESS TICKET TO AN ACTIVITY**

The smart cards on which a Ski Pass is encoded, as well as tickets to access an Activity, must not be folded, perforated, broken or placed near a heat source.

In case of a malfunction of a smart card or an access ticket provided by the STGM, the User may return this card or this access ticket to one of the STGM points of sale in order to obtain a replacement. The replacement of the card or access ticket is free of charge.

#### **ARTICLE 8. TAKING OF PHOTOGRAPHS AND VIDEOS IN THE SKI AREA**

Photographic devices are installed on certain ski lifts to enable the STGM to count the number of Users taking these ski lifts in order to facilitate any possible evacuation operations.

Kiosks allowing Users to have their photograph taken are available in the Tignes ski area. Users can receive their photograph free of charge by e-mail by entering an e-mail address on the kiosk designated for this purpose.

During the winter season, the Users are automatically photographed during the sledging Activity. They can obtain their photograph in paper format from a specific kiosk after selecting the photo, entering an e-mail address and paying for it by bank card on this kiosk. The photograph is also sent to the e-mail address entered once the payment has been validated.

Additionally, during the winter season, the Users are automatically photographed when they ride the Aiguille Rouge chairlift. They can receive their photo free of charge by e-mail after selecting it at the designated kiosk at the arrival point of the chairlift and providing an e-mail address.

## **ARTICLE 9. PERSONAL DATA**

The company of Compagnie des Alpes (RCS Paris 349 577 908) and the STGM, a subsidiary of this company, in their capacity as co-managers, implement the processing of personal data in connection with the sale of Ski Passes and access tickets to Activities.

This processing is described in the personal data protection policy available on the Website and at the Points of Sale.

The person whose data are processed has a right to access the data concerning himself, a right to rectify and to delete such data, a right to limit their processing and to object to such processing. The person may exercise these rights by contacting STGM using the contact information indicated in [Article 10](#).

## **ARTICLE 10. REQUESTS AND COMPLAINTS**

The User may address all requests or complaints concerning the processing of his personal data:

- By postal mail sent to the following address: STGM, Protection of Personal Data, BP 53, 73321 Tignes, France, or
- By sending an e-mail to the following address: [stgm.privacy@compagniedesalpes.fr](mailto:stgm.privacy@compagniedesalpes.fr).

The User may address all other requests or complaints within two months of the occurrence of the event that resulted in the claim:

- Via the website at <https://www.ticketoski.fr/fr/tignes>
- Or by postal mail at the following address: STGM, Client Services, 665 avenue de Grande Motte, Le Val Claret, 73320 Tignes, France.

As an exception, if the claim relates to damaged equipment (e.g. stained clothing, damaged skis), the claim must be received by the STGM via the website <https://www.ticketoski.fr/fr/tignes> on the day of the event of the alleged damage. The User must join a copy of his Ski Pass with his claim, as well as the document issued by the sector manager or the STGM staff certifying that the equipment has been damaged. The purchase invoice(s) for the damaged equipment must also be made available to the STGM. If these documents are not provided, the STGM cannot give the claim favourable consideration. If the STGM compensates the User, the amount of compensation will be established taking into account, in particular, the general condition of the equipment (deterioration, wear and

tear, etc.). The criteria taken into consideration by the STGM to establish the amount of compensation are available upon request by the User.

If the User has incurred any damages when using ski lifts operated by an operator other than STGM, he must address his claim to that other operator.

## **ARTICLE 11. SETTLEMENT OF DISPUTES**

In the event of a dispute between the User and the STGM relating to the validity, interpretation or execution of the Terms and Conditions of Use, the User may have free recourse to a conventional mediation procedure or any other alternative dispute resolution method.

He may have recourse to a mediation procedure with the Tourism and Travel Ombudsman (MTV Médiation Tourisme Voyage, Claims Department, CS 30958, 75383 Paris cedex 08, France – Telephone number: +33 (0)1 42 67 96 68 - E-mail: [info@mtv.travel](mailto:info@mtv.travel)) in accordance with the terms and conditions specified on the website at <https://www.mtv.travel> and within a maximum period of one year from the date on which the User submitted a written complaint to the STGM.

He may also have recourse to the online dispute resolution platform established by the European Commission, accessible on the website <https://webgate.ec.europa.eu/odr/>.

In the absence of an amicable settlement, the User may bring the matter either before one of the courts having territorial jurisdiction under the French Code of Civil Procedure, or before the court of the place where he resided when the contract was concluded or when the injurious event occurred.

## **ARTICLE 12. GREENHOUSE GAS EMISSIONS**

The quantity of greenhouse gases emitted by the ski lifts in the winter season amounts to:

- 35.403 g CO<sup>2</sup>e for a Ski Pass valid for one day and for the ski lifts of the Tignes and Val d'Isère areas, equivalent to a 0.253 km car journey.
- 30.713 g CO<sup>2</sup>e for a Ski Pass valid for one day and for the ski lifts in the Tignes area, equivalent to a 0.219 km car journey.
- 212.419 g CO<sup>2</sup>e for a Ski Pass valid for six days and for the ski lifts of the Tignes and Val d'Isère areas, equivalent to a 1.517 km car journey.
- 184.276 g CO<sup>2</sup>e for a Ski Pass valid for six days and for the ski lifts in the Tignes area, equivalent to a 1.316 km car journey.

Calculation based on 140 g/km diesel car, class C, current average.

100% of the energy used by the ski lifts operated by the STGM is renewable (6 g CO<sup>2</sup>e/kWh). 100% of the energy used by the ski lifts operated by the STVI is renewable (6 g CO<sup>2</sup>e/kWh).

For further information, the User may contact: STGM, Quality, Safety and Environment Department, 665 avenue de Grande Motte, Le Val Claret, 73320 Tignes, France.

## **ARTICLE 13. ENTRY INTO FORCE OF THE TERMS AND CONDITIONS OF USE**

The Terms and Conditions of Use shall enter into force on 13 November 2024.

**ARTICLE 14. MODIFICATION OF THE TERMS AND CONDITIONS OF USE**

The STGM reserves the right to modify these Terms and Conditions of Use at any time.

**ARTICLE 15. TRANSLATION OF THE TERMS AND CONDITIONS OF USE**

In case of discrepancy between the Terms and Conditions of Use in French and the Terms and Conditions of Use in another language, the Terms and Conditions of Use in French shall prevail.

**ARTICLE 16. APPLICABLE LAW**

The Terms and Conditions of Use are governed by French law.