

TERMS AND CONDITIONS OF USE

The present terms and conditions of use (hereafter referred to as «Terms and Conditions of Use») preside over all relationships between the Société des Téléphériques de Val d'Isère (hereafter referred to as «STVI»), ski lift operator for Tignes ski area, and anyone (hereafter referred to as «User») using a skipass (hereafter referred to as «Skipass») allowing access to one or several ski lifts operated by the STVI.

Using a Skipass implies that the User accepts the Terms and Conditions of use in full.

ARTICLE 1. INFORMATION RELATING TO THE STVI

The STVI is a simplified joint stock company under French law with a capital of €2,737,800,00, registered on the Chambéry company trade register as number 380 241 513, with the following intra-community VAT number: FR 89 380 241 513.

Its contact details are as follows:

- Head office: Gare centrale, 73150 Val d'Isère, France;
- Tel: +33 (0)4 79 06 00 35 ;
- Email: stvi@compagniedesalpes.fr.

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

It is registered with Orias as an intermediary insurance agent under the number 18001212.

ARTICLE 2. ACCESS TO SKI LIFTS

Skipasses provide access to ski lifts operated by the STVI, with some skipasses providing access to ski lifts operated by the Société des Téléphériques de la Grande Motte (hereafter referred to as «STGM»).

At times, certain ski lifts may have to close, with or without notice, due to bad weather, snow conditions, health, or energy saving reasons. The STVI does not guarantee the daily opening of all the ski lifts that it operates.

Access restrictions, for reasons such as the User's age or physical condition, or to facilities used by the User, may apply to certain ski lifts. These restrictions are displayed in the STVI sales outlets and online at <https://www.valdisere.ski> (hereafter referred to as the «Website»). It is the User's responsibility to ensure they are not affected by these access restrictions. Any User affected by access restrictions will be refused access to the ski lift in question, with no grounds for any compensation whatsoever.

Skipasses do not bestow priority ski lift access.

Skipass Users using STVI and/or STGM-operated ski lifts Skipasses must start their access to the ski runs through via a ski lift (STVI or STGM-operated) on the ski area where they purchased the Skipass.

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

Users under the age of 18 are the responsibility of the adult (parent or responsible adult) accompanying them.

ARTICLE 3. RULES AND REGULATIONS

Users must respect the safety regulations displayed at the STVI ski lift departure points, as well as all instructions given by STVI employees when using the ski lifts.

The User is also advised to respect the “10 rules of good conduct for ski slope users” published by the International Ski Federation (FIS).

The User must respect all the regulatory health guidelines and hygiene measures provided by the public authorities, or the STVI.

The applicable health protocol is displayed in the STVI sales outlets and online at: <https://www.valdisere.ski/fr/info-covid>

The User must abstain from any behaviour that is liable to affect the safety, health and peace of mind of other users, STVI employees and STVI subcontractors (inebriation, verbal or physical abuse, the consumption of alcohol or drugs, carrying of weapons, shouting, use of excessively noisy equipment, jostling, pushing in etc.) at the STVI-operated ski lift arrival and departure points and on the ski lifts, in playgrounds and in any other areas operated by the STVI. The User must also abstain from damaging any equipment operated by the STVI.

The STVI reserves the right to prohibit access to the User to all of the ski lifts that it operates, to inform the police and to bring about criminal proceedings towards the User.

ARTICLE 4. INSPECTION OF PASSES

The User must be able to present the following to STVI employees and inspectors, as well as at all automated monitoring points, at STVI-operated ski lift arrival and departure stations, and on all STVI-operated ski lifts:

- An original, valid Skipass in the User's name (if a non-transferable Skipass), providing access to the ski lift;
- Proof of purchase of the Skipass;
- The original document(s) proving that the User fulfills the requirements needed to obtain a reduced-rate or free Skipass.

If the information encoded on the ski card and the information embedded on the microchip differ, the latter is considered binding.

If the User is unable to present the documents listed above, they cannot use the ski lift, and must pay the required Skipass rate in order to use it.

In the event of fraudulent Skipass use observed by an Inspector, the User will need to pay a lump sum which can equal up to five times the value of the 1-day Skipass. The amount of this lump sum will be rounded up to the nearest Euro.

If the User 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 identity and address of the offender.

If the User refuses, or is unable to justify his identity, the inspector shall immediately report the fact to any competent officer of the national police or national gendarmerie of the appropriate jurisdiction, who may then demand that the User be brought forth immediately.

The procedure described in the preceding paragraph shall be terminated immediately if the User proceeds to pay all the required fees related to the transaction.

The User has a period of three months from the time the infringement is noted to pay the amount of the transaction, including a possible payment for the Skipass, the lump sum payment and the administrative fees. The User can

also send a letter of appeal to the STVI. If payment is not made within the legal deadline and an appeal is not filed, the STVI will send the official report of the offense to the Public Prosecutor's Office and the User will have to pay a fine (plus interest) to the Public Treasury.

Using a third party's Skipass will result in the Skipass being taken from the User and returned to its rightful owner.

ARTICLE 5. NON-TRANSFERABILITY OF SKIPASSES

Skipasses are strictly personal and cannot be used by any third party. Any Skipass used in this way will not be valid.

Only STVI Skipasses valid for the shortest duration can be used by more than one User.

ARTICLE 6. LOSS OR THEFT OF SKIPASSES

In the event of loss or theft of the microchip card on which the Skipass is encoded, and if the Skipass was purchased from the STVI or one of its representatives, the User must declare the loss or theft at one of the STVI's sales outlets. The following must be provided:

- If the Skipass was purchased from the STVI, the original proof of purchase. If purchased online, the email order confirmation is proof of purchase; or
- If the Skipass was purchased from one of the STVI's representatives, (distributor, travel agent etc.), the number of the microchip card on which the Skipass was encoded is proof of purchase.

On presentation of this information, a new microchip card will be issued and charged to the User at 10 € TTC (administrative fee). This fee is non refundable in the event that the original microchip is found. The new microchip card is encoded with a new Skipass for the remainder of the original validity period.

The lost or stolen microchip card is immediately deactivated and can no longer be used, even if it is found.

Any Skipass with a residual duration of less than or equal to one day, cannot result in the issuance of a duplicate Skipass. The User must purchase a replacement, and ensure they inform the STVI that their microchip card has been lost or stolen, so that it can be deactivated.

If the Skipass was purchased from the STGM or any third party, the User must inform them of the loss or theft.

ARTICLE 7. DEFECTIVE SKIPASS

The microchip card on which the Skipass is encoded must not be folded, perforated, broken or placed near a heat source.

Should the microchip card provided by the STVI or one of its representatives fail to function, or prove technically defective, the User must return the card to one of the STVI's Sales Outlets where they will be given a free replacement card. However, if the card is defective due to non-respect of the Terms and Conditions of use by the User, the replacement card will be charged at 10 € TTC to cover administrative costs.

If the microchip card was provided by the STGM, the User must contact them for a replacement.

ARTICLE 8. PERSONAL DATA

8.1. The purpose of processing personal data

Personal data collected when the Skipass is used is processed to:

- Monitor the User's access to the STVI-operated ski lifts, and report any infringements if required, to obtain any payment due following the infringement and to determine whether an offence as stated in article L. 2242-6 of the French transport code has been committed. The processing is based on the STVI's legitimate interest to fight fraud;
- To provide rescue services to the User in the event of an accident, to ensure administrative follow-up after the accident, to invoice the cost of rescue services, and handle any disputes. The processing is based on Val d'Isère municipality's legitimate interest to provide rescue services and to cover all related costs.
- To provide the User with any photographs taken on the ski area. This processing is done with the User's consent;
- To send the User newsletters, promotional offers and invitations to take part in games, competitions or satisfaction surveys. This processing is done with the User's consent;
- To respond to requests for information, comments or complaints made by the User: for the period of time required to answer these requests, comments and complaints. This processing is done with the User's consent;

8.2. Management of data processing

The data processing mentioned above is carried out under the responsibility of the STVI, represented by its general manager, whose contact details are indicated in [article 1](#).

8.3. Recipients of personal data

The data collected is for the attention of:

- The STVI;
- The STGM when the User uses their Skipass on one of their ski lifts;
- The authorities carrying out legal proceedings in the event of fraudulent use by the User;
- The health services, the public authorities in charge of invoicing and receiving payments for rescue services, the police station in the event of an investigation, and to the STVI and the User's insurance companies;
- To the service providers whose involvement is needed to carry out the aforementioned processing.

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 STVI.

8.4. Conservation periods of personal data

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

- Data collected to monitor the User's access to the STVI-operated ski lifts, to prepare an official report in the event of an offense, to obtain a lump sum payment, and to determine whether an offence has been committed.
- The time(s) and place(s) of where and when the User used the ski lift(s) is kept for forty-eight hours. The other data is kept:
 - o In the absence of fraud, for the duration of the Skipass validity period;
 - o In the event of fraud:
 - In the event of a payment: until the full payment is made;
 - If no payment required: for twelve months following the infringement, or until the date the User's conviction becomes final, if this date is later.

- Data used to provide rescue services to the User in the event of an accident, to ensure administrative follow-up after the accident, to invoice the cost of rescue services and handle any disputes: for the duration of the User's treatment and until all costs have been covered;
- Data collected to provide the User with a photograph or video taken on the ski area: for eight weeks after the photograph or video was taken;
- Data collected to send the User newsletters, promotional offers and invitations to take part in games, competitions or satisfaction surveys: for three years after the data was collected, this period being renewable with each new interaction between the User and the STVI (order, request for information etc.);
- Data collected to respond to requests for information, comments or complaints made by the User: for the period of time required to answer these requests, comments and complaints.

8.5. User Rights

The User reserves the right to access their personal data, 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 User has the right to withdraw their consent regarding their data processing at any time. The withdrawal of their consent does not affect the lawfulness of the processing carried out prior to such withdrawal.

To exercise these rights, the User must send a request to the STVI's data protection representative at the address indicated in [article 9](#).

The STVI will comply with this request, subject to any binding obligations. In the interest of confidentiality and protection of personal data, the STVI reserves the right to ask the User for proof of ID before answering their request.

Finally, the User may file a complaint with the Commission Nationale de l'Informatique et des Libertés (CNIL – French data protection authority) if they feel their rights have been breached. The CNIL contact details are as follows: CNIL, 3 place de Fontenoy, TSA 80715, 75334 Paris Cedex 07, France – Tel: +33 (0)1 53 73 22 22 – Fax : +33 (0)1 53 73 22 00 – Website: <https://www.cnil.fr/fr/plaintes>.

ARTICLE 9. APPLICATIONS AND COMPLAINTS

Any application or complaint regarding the USER's personal data should be sent:

- By email to the following address: privacy.valdiseretelepheriques@compagniedesalpes.fr.
- By post to the following address: STVI, Protection des données personnelles, Gare centrale des téléphériques, 73150 Val d'Isère, France;

The User must address all applications or complaints within two months following the occurrence that prompted the complaint:

- Online at <https://www.ticketoski.fr/fr/val-d-isere>;
- Or, by post to the following address: STVI, Service relations clientèle, Gare centrale des téléphériques, 73150 Val d'Isère, France.

ARTICLE 10. SETTLEMENT OF DISPUTES

In the event of a dispute between the USER and the STVI relating to the validity, interpretation or application of these Terms and Conditions of Use, the User has the right to free recourse to a conventional mediation, or any other alternative means of resolving a dispute.

The USER has a right to a process of mediation, conducted by the Tourism and Travel Mediator (MTV Médiation Tourisme Voyage, BP 80 303, 75 823 Paris Cedex 17, France – Tel: +33 (0)1 42 67 96 68 – Email: info@mtv.travel)

according to the conditions detailed on the website <https://www.mtv.travel>, within one year of the date of the written complaint sent to the STVI.

The USER also has recourse to an online dispute platform set up by the European Commission, which is accessible on the following website: <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 French 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 11. GREENHOUSE GAS EMISSIONS

The amount of greenhouse gas emitted by our ski lifts is:

- In winter:
 - o 36.134 g CO²e for a 1-day Val d'Isère Skipass, equivalent to a 0.239 km car journey;
 - o 49.612 g CO²e for a 1-day Val d'Isère and Tignes Skipass, equivalent to a 0.345 km car journey;
 - o 297.670 g CO²e for a 6-day Val d'Isère and Tignes Skipass, equivalent to a 2.069 km car journey;
- In summer:
 - o 37.9 g CO²e for a 1-day Val d'Isère Skipass, equivalent to a 0.271 km car journey;
 - o 50.91 g CO²e for a 1-day Val d'Isère and Tignes Skipass, equivalent to a 0.364 km car journey;
 - o 305.5 g CO²e for a 6-day Val d'Isère and Tignes Skipass, equivalent to a 2.182 km car journey;

Method of calculation: diesel car 140g/km, typical passenger vehicle

100% of the energy used by the STGM and the STVI-operated ski lifts is renewable (6 g CO²e/kWh).

For further information, the User can contact: STVI, Service qualité, sécurité et environnement, Gare centrale des téléphériques, 73150 Val d'Isère, France.

ARTICLE 12. TERMS AND CONDITIONS OF USE IMPLEMENTATION DATE

The Terms and Conditions of Use are applicable from 1st October 2022.

ARTICLE 13. CHANGES TO THESE TERMS AND CONDITIONS OF USE

The STVI reserves the right to change the Terms and Conditions of Use at any time.

ARTICLE 14. TRANSLATION OF THESE TERMS AND CONDITIONS OF USE

In the event of a 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 prevail.

ARTICLE 15. APPLICABLE LAW

The Terms and Conditions of Use are subject to French law.