

CONDITIONS OF USE FOR TICKETS FOR TRAVEL AND TICKETS FOR ENTRY TO ACTIVITIES

These conditions of use (hereinafter the «Conditions of Use») regulate the relationship between the *Société d'Aménagement de la station de la Plagne* (the resort of la Plagne operating company (hereinafter the «SAP»), operator of the ski lifts in the la Plagne ski area and any person (hereinafter the «User») who:

- Uses a ticket for travel (hereinafter a «Ticket for Travel») allowing access to one or more ski lifts operated by the SAP; or
- Participates in an activity (hereinafter an «Activity») marketed by the SAP.

In using a Ticket for Travel or participating in an Activity, the User accepts unreservedly the Conditions of Use.

ARTICLE 1. INFORMATION RELATING TO THE SAP

The SAP is a public limited company in French law with a share capital of 2,157,776.00 €, registered in the business and company register in Chambéry under number 076 220 011, and the intra-community VAT number of which is: FR 05 076 220 011.

Its contact details are:

- Registered office address: Plagne centre, 54 impasse de la Cembraie, Mâcot-la-Plagne, 73210 La Plagne Tarentaise, France ;
- Tel.: +33 (0)4 79 09 67 00 ;
- E-mail: info@ski-laplagne.com.

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

It is registered as an intermediary insurance agent under Orias number 18005294.

ARTICLE 2. ACCES TO THE SKI LIFTS

The Tickets for Travel grant access to the ski lifts operated by the SAP and, in the case of some of them, to the ski lifts in the les Arcs ski area operated by ADS.

Some ski lifts, however, are subject to closure, with or without notice, notably for weather, snow, health or energy saving reasons. The SAP does not guarantee the daily opening of the entirety of the ski lifts which it operates.

Restrictions of access, relating for example to the User's age or physical condition, or to the equipment used by the User, may apply on certain lifts. These restrictions may be seen in the SAP's sales points and on the web site <https://www.skipass-laplagne.com> (hereinafter the «Web Site»). It is the User's responsibility to ensure that these access restrictions do not concern them. Any User concerned by an access restriction will be refused entry to the lift in question, without the User or the person who purchased the Ticket for Travel used by the User being entitled to any compensation.

Tickets for Travel do not entitle the User to any priority access to any ski lift.

To facilitate the transfer of data when the User passes through the entry turnstiles to the lifts, the Ticket for Travel must be worn on the lefthand side and, preferably, not close to any mobile telephone, keys or any aluminium object.

ARTICLE 3. PARTICIPATION IN ACTIVITIES

The «Mountain Cart» Activity is only open to Users over 1.30 meters tall. The «Colorado Luge» Activity is only open to Users over 1.40 metres tall. Users aged under 12 years must be accompanied by an adult (which involves the purchase of a second ticket for entry to the Activity). The wearing of a helmet loaned by the SAP is compulsory.

For participation in an Activity, the SAP may require proof of identity to be deposited with them. This proof of identity will be returned on return of the equipment loaned for participation in the Activity.

ARTICLE 4. COMPLIANCE WITH THE REGULATIONS

The User must comply with the regulations displayed at the bottom of the lifts operated by the SAP, as well as any instructions given by members of the SAP's staff when using the lifts. They are also advised to follow the «ten rules of good conduct for users of the slopes» drawn up the *Fédération Internationale du Ski*.

The User must comply with the health regulations issued by the public authorities or by the SAP following a decision by the public authorities. The applicable health protocol is displayed in the SAP's sales points and on the Web Site.

The User must refrain from any behaviour which undermines or is liable to undermine the safety, health or peace of mind of other Users, SAP's staff and SAP's subcontractors (drunkenness, verbal or physical violence, consumption of alcohol or drugs, carrying weapons, shouting, using devices producing excessive noise, jostling, queue jumping, etc.) in the departure and arrival areas of the lifts operated by the SAP, as well as on the lifts themselves. The User must also refrain from damaging the equipment operated by the SAP.

In the event of non-compliance, the SAP reserves the option of barring the User from accessing the lifts which it operates, to inform any police officer with authority in the region and to take legal action against the user.

ARTICLE 5. TICKET INSPECTION

The User must be able to show SAP's staff or any accredited inspector, in the departure or arrival areas of the lifts operated by the SAP as well as on the lifts themselves or whilst participating in an Activity:

- An original, currently valid, Ticket for Travel granting them entry to the lift being used, in their name if it is a non-transferable Ticket for Travel;
- The proof of purchase of the Ticket for Travel or ticket for entry to the Activity in which they are participating; (unless it is a non-nominative Transport Ticket valid for a person aged 13 or over and under 65 and for one day purchased at the public rate);
- Where applicable, the original document or documents proving they meet the conditions for benefitting from a reduced price or free Ticket for Travel or Activity.

Should the details printed on the card on which the Ticket for Travel is loaded differ from the recorded details, the latter will take precedence.

Should the User not present the documents listed above, they will not be able to enter the lift or Activity and must pay the price of the Ticket for Travel necessary for entry to the lift and/or the price of the Activity.

In the case of an inspection by an accredited inspector, the user must pay a fixed penalty the amount of which may amount to five times the cost of the daily ticket for the lifts accessible by means of the fraudulently used Ticket for Travel. The amount of the fixed penalty is rounded up to the nearest Euro.

If the User cannot or does not wish to pay the fixed penalty immediately, the accredited inspector may report the offence. They are then authorised to take the User's name and address. If the User refuses or is unable to prove

their identity, the accredited inspector will immediately refer the matter to any police office with authority in the region who may require the inspector to present the User to them immediately. This procedure will be ended instantly if the User pays all sums due in respect of this transaction. The User has a period of three months from the offence to settle the amount due, including any amount relating to the price of the Ticket for Travel, the fixed penalty and administration costs. Within the same period, the user may also lodge a protest with the SAP. If payment is not made within the afore-mentioned period and no protest has been lodged, the report of the offence will be forwarded by the SAP to the public authority and the user will be liable by law for an increased fixed penalty fine payable to the Public Treasury.

ARTICLE 6. NON-TRANSFERABILITY OF TICKETS FOR TRAVEL

Tickets for Travel are personal and may not be transferred, at a cost or free of charge, to any third party. Any Ticket for Travel that has been transferred will be considered invalid.

By way of exception, Tickets for Travel valid for the shortest period offered by the SAP may be used by several Users. These Users must belong to the age group corresponding to the Ticket for Travel being used.

ARTICLE 7. LOSS OR THEFT OF A TICKET FOR TRAVEL OR TICKET FOR ENTRY TO AN ACTIVITY

In the event of the loss or theft of the card on which their Ticket for Travel or ticket for entry to an Activity is loaded, and subject to the Ticket for Travel or ticket for entry to an Activity being purchased from the SAP, the User must report the loss or theft in an SAP sales point. If the Ticket for Travel or ticket for entry to an Activity was purchased from ADS or any other third party, the User must report the loss or theft of the Ticket for Travel or ticket for entry to an Activity to that third party.

The lost or stolen card will be blocked immediately. The card may no longer be used, even if it is found.

To obtain a replacement card, the User must:

- Present in an SAP sales point the proof of purchase of the Ticket for Travel or ticket for entry to an Activity or, if the Ticket for Travel or ticket for entry to an Activity was purchased from an agent, the UID number shown on the card bearing the Ticket for Travel or entry ticket;
- Pay the replacement fees the amount of which is shown in the sales point.

The amount paid will not be refunded if the card is found.

In the case of Tickets for Travel giving rise to the invoicing of days skied, these days skied will be invoiced to the purchaser of the Ticket for Travel as long as the loss or theft is not reported whether the Ticket for Travel was being used by its legitimate holder or a third party.

A new Ticket for Travel or ticket for entry to an Activity for the remaining period of validity of the original Ticket for Travel or Activity will be recorded on a new card.

ARTICLE 8. FAULTY TICKETS FOR TRAVEL OR TICKETS FOR ENTRY TO AN ACTIVITY

The cards on which a Ticket for Travel or a ticket for entry to an Activity is recorded must not be folded, perforated, snapped or placed near a heat source.

If a card or entry ticket malfunctions, the User may return the card or entry ticket in one of SAP's sales points to obtain a replacement. The User must also show the proof of purchase of a Ticket for Travel or entry ticket. The replacement card or entry ticket is issued free of charge. However, if the malfunction is the fault of the User, the replacement card will be invoiced in accordance with the price list displayed in SAP's sales points.

If the card is supplied by ADS, the User must apply to them for a replacement.

ARTICLE 9. TAKING PHOTOGRAPHS AND VIDEOS IN THE AREA

In winter, Users are photographed automatically when getting onto the Colosses and Bécoin chairlifts, as well as during the Colorado luge Activity. They are also filmed on the timed slalom and on the Golf piste. They may download their photograph or video on the «Paradiski Yuge» app after scanning their Ticket for Travel at the dedicated terminal at the top of the Colosses and Bécoin chairlifts, at the bottom of the toboggan track and at the bottom of the Golf piste.

In summer, Users are photographed automatically when getting onto the Colosses chairlift and when going down the red Colorado trail. They may download their photograph or video on the «Paradiski Yuge» app having scanned their Ticket for Travel in the dedicated terminal at the top of the Colosses chairlift, below the Colorado trail.

ARTICLE 10. PERSONAL DATA

10.1. Purpose and basis of the processing of personal data

Personal data collected when a Ticket for Travel or participation in an Activity is used are processed to:

- Monitor the User's access to the lifts operated by the SAP and their participation in an Activity, where appropriate to issue a notice of offence, obtain payment of the fixed penalty due in respect of this offence and to determine if the User is an habitual offender in accordance with article L. 2242-6 of the transport code. This processing is based on the SAP's legitimate interest to combat fraud;
- Help to rescue the User in the event of an accident, ensure the administrative follow-up of the accident and to deal with any dispute. This processing is based on the SAP's legitimate interest;
- Provide the User with the photographs which they take in the area. This processing is based on the User's consent;
- Send the User information letters, sales offers and invitations to take part in games, competitions and satisfaction surveys. This processing is based on the User's consent;
- Reply to requests for information, comments and complaints from the User. This processing is based on the User's consent.

10.2. Responsibility for processing

The afore-mentioned processing is carried out under the responsibility of the SAP, represented by its managing director and the contact details of which are shown in [article 1](#).

10.3. Recipients of personal data

The data collected are destined for:

- The SAP;
- ADS when the User uses their Ticket for Travel to access the lifts operated by them;
- The courts in the event of fraud on the part of the User;
- The health services, the public authority responsible for invoicing and encashing rescue costs, the gendarmerie in the event of an investigation and the SAP's and the User's insurers;
- Service providers whose involvement is necessary to carry out the afore-mentioned processing.

These data may be transferred to a country which is not a member of the European Union. The User may obtain details of this transfer and the guarantees applied to it from the SAP.

10.4. Duration of retention of personal data

The data collected are retained for the following periods:

- Data used to monitor the User's access to the lifts operated by the SAP or their participation in an Activity, where applicable to issue a penalty notice, to obtain payment of a fixed penalty and to establish if the User is an habitual offender:
 - o In the absence of fraud, during the validity of the Ticket for Travel or the Activity;
 - o In the event of fraud:
 - In the case of payment of the fixed penalty: until the penalty has been paid in full;
 - Failing payment of the fixed penalty: for the twelve months following the issue of the penalty notice or until the date on which the User is convicted whichever is the later.
- The times and places the User uses the lifts are retained for forty-eight hours after being collected to combat fraud. The dates of entry are retained for no more than six months after the end of the season for which the lifts are open, these data being necessary to respond to requests for information and complaints;
- Data used to help rescue the user in the event of an accident, to ensure the administrative follow-up of the accident and to process any dispute: for the time necessary to process any dispute;
 - Data used to supply the User with a photograph taken or a video filmed in the area:
 - o For photographs: until the end of the day on which the photograph is taken. If the User scans their Ticket for Travel, the photograph is retained for an additional four weeks;
 - o For videos: until the end of the validity of the User's Ticket for Travel;
 - Data used to send the User information letters, marketing offers and invitations to take part in games, competitions and satisfaction surveys: for three years after the collection of the data, the period being renewed on each significant interaction between the User and the SAP (order, request for information, etc.) ;
 - Data used to respond to requests for information, comments and complaints from the User: for the time necessary to process these requests, comments and complaints.

10.5. The User's Rights

The User may access the data concerning them, correct or delete them, transfer them or have them transferred to a third party, obtain the limitation of the processing or object to the processing. They may also withdraw their consent to the processing. The withdrawal of consent, however, does not affect the legality of the processing carried out prior to the withdrawal of consent. To exercise these rights, they must submit a request to the SAP's data protection delegate at the address shown in [article 11](#).

The SAP will comply with this request, subject to compliance with the obligations imposed on it. To protect personal data, the SAP reserves the option of seeking proof of identity from the User before responding to this request.

Lastly, the User may submit a complaint to the *Commission Nationale de l'Informatique et des Libertés* (National Commission for Digitally Held Data and Freedom of Information) (CNIL) if they consider their rights to have been breached. The contact details for the CNIL 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 11. REQUESTS AND COMPLAINTS

The User may submit any request or complaint concerning the processing of their personal data:

- Either by e-mail to the following address: privacy.sap@compagniedesalpes.fr ;
- Or by post to the following address: SAP, Protection des données personnelles, Plagne centre, 54 impasse de la Cembraie, Mâcot-la-Plagne, 73210 La Plagne Tarentaise, France.

The User may submit any other request or complaint, within the two months after the event giving rise to the complaint:

- Either via the website <https://www.ticketoski.fr/fr/la-plagne> ;
- Or by post to the following address: SAP, Service clientèle, Plagne centre, 54 impasse de la Cembraie, Mâcot-la-Plagne, 73210 La Plagne Tarentaise, France.

ARTICLE 12. SETTLEMENT OF DIFFERENCES

In the event of a difference between the User and the SAP relating to the validity, interpretation or application of the Conditions of Use, the User may have recourse free of charge to a conventional mediation procedure or any alternative means of settling disputes.

They may have recourse to a mediation procedure through the *Médiateur du Tourisme et du Voyage* (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 – Courriel : info@mtv.travel) in accordance with the terms established on the website://www.mtv.travel within no more than one year from the written complaint being submitted to the SAP.

They may also have recourse to the on-line settlement platform set up by the European Commission, accessible on the website <https://webgate.ec.europa.eu/odr/>.

Should an amicable settlement not be reached, the Client may take legal action either through one of the courts within whose jurisdiction the matter falls in accordance with the French code of civil actions or where they were resident at the time the contract was concluded or the event giving rise to the complaint took place.

ARTICLE 13. GREENHOUSE GAS EMISSIONS

The quantity of greenhouse gas emitted by the lifts in the winter season are:

- 22.07 g CO²e for a Ticket for Travel valid for one day and for the lifts in the la Plagne area, equivalent to a car journey of 0.16 km;
- 24.03 g CO²e for a Ticket for Travel valid for one day for the lifts in the la Plagne and les Arcs (Paradiski area) areas, equivalent to a car journey of 0.17 km;
- 132.43 g CO²e for a Ticket for Travel valid for six days for the lifts in the la Plagne area, equivalent to a car journey of 0.96 km;
- 144.20 g CO²e for a Ticket for Travel valid for six days for the lifts in the la Plagne and les Arcs (Paradiski area) areas, equivalent to a car journey of 1.02 km.

The quantity of greenhouse gas emitted by the lifts in the summer season is 2.66 g CO²e for a Ticket for Travel valid for one journey, equivalent to a car journey of 0.02 km.

Basis of calculation: diesel car 140g/km, class C, current average.

100 % of the energy used by the lifts operated by the SAP is renewable (equal to 6 g CO²e/kWh).

For further information, the User may apply to: SAP, Service qualité, sécurité et environnement, Plagne centre, 54 impasse de la Cembraie, Mâcot-la-Plagne, 73210 La Plagne Tarentaise, France.

ARTICLE 14. COMING INTO EFFECT OF THE CONDITIONS OF USE

The Conditions of Use come into effect on 2 October 2023.

ARTICLE 15. ALTERATION OF THE CONDITIONS OF USE

The SAP reserves the option to alter the Conditions of Use at any time.

ARTICLE 16. TRANSLATION OF THE CONDITIONS OF USE

Should a contradiction arise between the Conditions of Use in French and the Conditions of Use in another language, the Conditions of use in French will prevail.

ARTICLE 17. APPLICABLE LAW

The Conditions of Use are regulated by French law.