

## CONDITIONS OF USE

These conditions of use (hereinafter the « Conditions of Use») regulate the relationship between the company ADS (hereinafter «ADS»), operator on the ski lifts in the les Arcs-Peisey-Vallandry ski area and any person (hereinafter the «User») who:

- Uses a ticket for travel (hereinafter a «Travel Ticket»), allowing access to one or more of the ski lifts operated by ADS; or
- Takes part in an activity (hereinafter an «Activity») provided by ADS or one of its representatives.

By using a Travel Ticket or by taking part in an Activity, the User accepts the Conditions of Use without reservation.

### ARTICLE 1. INFORMATION RELATING TO ADS

ADS is a public limited company under French law with a share capital of 17,756,460.00 €, registered in the business and company register in Chambéry under the number 076 520 568, and the intra-community VAT number of which is: FR 61 076 520 568.

Its contact details are as follows:

- Address of registered office: Chalet des Villards, Arc 1800, 73700 Bourg-Saint-Maurice, France.
- Tel.: +33 (0)4 79 04 24 00.
- Email: [contact.ads@compagniedesalpes.fr](mailto:contact.ads@compagniedesalpes.fr).

ADS is insured by Allianz Opérations Entreprises (7 place du Dôme, TSA 21017, 92099 La Défense Cedex, France).

It is registered as an insurance agent under Orias number 17007384.

### ARTICLE 2. ACCESS TO THE SKI LIFTS

The Travel Tickets grant access to the ski lifts operated by ADS and, in the case of some of them, to other ski lifts operated by the *Société d'Aménagement de la station de La Plagne* (hereinafter «SAP» - «Paradiski» area).

Certain ski lifts may be closed with or without notice, specifically for weather or health reasons. ADS does not guarantee the daily opening of all of the ski lifts operated by it.

Access restrictions, related for example to the age, the physical condition of the User or the equipment used by the latter (skis, snowboard, mountain bike, etc.), may apply to certain ski lifts. These restrictions may be consulted in ADS sales points and at the boarding point of each ski lift. It is the User's responsibility to ensure that an access restriction does not apply to them. Any User affected by an access restriction will be refused entry to the ski lift in question and neither the User nor the person who purchased the Travel Ticket used by the User will be entitled to any compensation.

Access to a ski lift with a mountain bike is only possible if the following conditions are met:

- The mountain bikes are shown on the list of vehicles authorised by local by-laws displayed at the departure point of the ski lift.
- The User holds a Travel Ticket allowing them access to the ski lifts with a mountain bike. Travel Tickets issued for the winter season as well as «Pedestrian» Travel Tickets issued for the summer season, do not grant access to the ski lifts with a mountain bike.

Transport tickets issued for the winter season do not allow access for mountain bikes on ski lifts operated by ADS. As an exception, "Pedestrian" Transport Tickets issued for the winter season or valid for the entire winter season allow access to the funicular connecting Bourg-Saint-Maurice to Arc 1600, subject to the following restrictions:

- Access to the funicular with a mountain bike is prohibited on Saturdays, and every day during school holidays;
- Access to the funicular with a mountain bike is open from 10:40 a.m. If the User wishes to use the funicular with a mountain bike before this time, the user must be able to justify that he/she is making a journey between his/her home and his/her workplace ;
- The mountain bike must be completely clean. No washing area is available at the funicular boarding stations;
- The user should, preferably, board one of the two front compartments of the funicular.

Mountain biking is prohibited in winter on the ski slopes accessible by ski lift.

The "Pedestrian" Transport Tickets issued for the summer season do not allow access for mountain bikes on ski lifts operated by ADS.

Travel Tickets do not grant Users any priority entry to the ski lifts.

To facilitate the passing of the encoded information when the User passes through the ski lift entry terminals, the Travel Ticket must be carried in a left-hand pocket containing nothing but the Ticket.

Minors still under parental authority or legal guardianship must at all times be accompanied by an adult to supervise them in all circumstances.

### **ARTICLE 3. PARTICIPATION IN ACTIVITIES**

Access restrictions, related for example to the age or physical condition of the User, may apply to certain Activities. These restrictions may be consulted in ADS sales points, on the web site. It is the User's responsibility to ensure that an access restriction does not apply to them. Any User affected by an access restriction will be refused entry to the Activity in question and neither the User nor the person who reserved this Activity for this User will be entitled to any compensation.

Minors still under parental authority or legal guardianship must at all times be accompanied by an adult to supervise them in all circumstances.

### **ARTICLE 4. COMPLIANCE WITH THE REGULATIONS**

The User must comply with the local by-laws displayed at the departure points of the ski lifts operated by ADS, and with any instructions given to them by any member of ADS staff when using the ski lifts. They are also advised to follow the «ten commandments for good conduct on the slopes» issued by the *Fédération Internationale du Ski*.

The User must comply with the health regulations issued by the authorities or by ADS in respect of any decision taken by the authorities. If the health protocol is applicable, it is displayed in ADS sales points and on the Web Site.

The User must refrain from any behaviour detrimental or likely to be detrimental to the safety, health or peace of other users, ADS staff or sub-contractors (drunkenness, verbal or physical violence, consumption of alcohol or drugs, carrying weapons, use of devices creating excessive noise, jostling, queue-jumping.) in the departure and arrival zones of ski lifts operated by ADS and on the lifts themselves. The User must also refrain from damaging the equipment operated by ADS.

In the event of failure to comply, ADS reserves the right to ban the User from the ski lifts which it operates, to notify any police officer with jurisdiction in the area and to take legal action against the User.

## **ARTICLE 5. TICKET CHECKS**

A system of «hands free» terminals enable entry to the ski lifts operated by ADS to be controlled automatically.

The User must be able to show ADS staff or an authorised ticket inspector in the departure and arrival zones of the ski lifts operated by ADS and on the lifts themselves or when taking part in an Activity:

- An original valid Travel Ticket allowing them access to the lift being used and in their name in the case of a nominative Travel Ticket.
- The proof of purchase of the Travel Ticket or proof of reservation of the Activity in which they are participating.
- Where applicable, the original document or documents proving that they fulfil the conditions for benefitting from a free or reduced-price Travel Ticket of Activity.

Should the information shown on the microchip card on which the Travel Ticket is encoded differ from that recorded on the microchip, the latter will prevail.

Should the User not present the documents listed above, they will not be able to access the ski lift or the Activity and will have to pay the price of the Travel Ticket necessary to use the lift and/or the cost of the Activity.

In the case of an inspection by an authorised ticket inspector, the User must pay a fixed penalty the amount of which could be five times the value of the daily pass. The amount of the fixed penalty will be rounded up to the nearest Euro.

If the User is unable or unwilling to settle the amount of the fixed penalty immediately, the authorised ticket inspector will issue a fixed-penalty notice. They are then entitled to check the User's identity and address. If the latter refuses or is unable to prove their identity, the authorised ticket inspector will immediately report the matter to any police officer with jurisdiction in the area who may require the User to be brought before them. The matter will be brought to an immediate close if the User settles the total amount due. The User has a period of three months from the commission of the offence to pay the amount owing comprising any sum equivalent to the price of the Travel Ticket, the fixed penalty and administrative fees. Within the same timescale, the User may also contest the matter with ADS. If the fixed penalty is not paid or contested during the prescribed timescale, ADS will pass the matter to the public prosecutor and the User will receive an increased fine payable to the public purse.

No fixed penalty is payable should the User not present proof of reserving an Activity.

## **ARTICLE 6. NON-TRANSFERABILITY OF TRAVEL TICKETS AND ENTRY TICKETS TO ACTIVITIES**

Travel Tickets and entry tickets to Activities are personal and may not be sold or given away free to a third party. Any Travel Ticket or entry ticket to an Activity which has been sold or given away free will be considered invalid.

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

In the event of the loss or theft of a microchip card on which their Travel Ticket or entry ticket to an Activity or QR code which constitutes their entry ticket to an Activity is encoded, the User must declare the loss or theft in an ADS sales point if the Travel Ticket or entry ticket to an Activity was purchased from ADS or from one of their representatives. They must supply:

- If the Travel Ticket or entry ticket to an Activity was purchased from ADS, the original proof of purchase of the Travel Ticket or entry ticket to an Activity. In the case of a purchase on the Web Site, the proof of purchase is the email confirming the order.

- If the Travel Ticket or entry ticket to an Activity was purchased from a representative of ADS (distributor, travel agent, etc.), the number of the microchip card on which the Travel Ticket or entry ticket to an Activity is encoded.

On presentation of these items, a new microchip card or a new barcode or QR code will be issued immediately. The issue of a new ski card is charged at the price displayed in sales points. This sum will not be refunded if the original microchip is found. The issue of a new barcode or QR code is free of charge. The new microchip card, the new barcode or QR code will enable the user to benefit from a new Travel Ticket or a new entry ticket to an Activity for the remainder of the validity of the initial Travel Ticket or entry ticket to an Activity.

Lost or stolen microchip cards, barcodes or QR codes are immediately deactivated. They may not therefore be used even if they are found.

In the case of Travel Ticket for which ski days are invoiced, these days are invoiced to the purchaser of the Travel Ticket as long as the loss or theft of the Travel Ticket has not been reported, whether the Ticket was used by the legitimate holder or by a third party.

By way of exception, no replacement can be made for access tickets to an Activity that are fully used, even if this use is made by a person other than the legitimate holder.

If the Travel Ticket or entry ticket to an Activity has been purchased from an entity other than ADS or one of their representatives, the User must notify this entity of the loss or theft of the Travel Ticket or entry ticket to an Activity. Thus, if the Travel Ticket or Activity Pass was purchased from SAP, the User must declare the loss or theft of the Transport Pass or Activity Pass to SAP.

## **ARTICLE 8. DEFECTIVE MICROCHIP CARDS**

Microchip cards on which a Travel Ticket or an entry ticket to an Activity has been encoded must not be folded, pierced, broken or placed near a heat source.

In the event of a malfunction of a microchip card, the User may return it to an ADS sales point, where it will be replaced free of charge. However, if it the malfunction proves to be due to non-compliance by the User with the Conditions of Use, the replacement card will be invoiced to the user at the price displayed in the sales points.

If the microchip card has been issued by an entity other than ADS or one of its representatives, the User must apply to that entity for a replacement. Similarly, if the microchip card has been supplied by SAP, the User must apply to the latter.

## **ARTICLE 9. PHOTOGRAPHS IN THE SKI AREA**

During the winter season, Users are photographed automatically when traveling on the Pré-Saint-Esprit chairlift and on the «Luge 1800» toboggan track, and at the start and finish of the Zip Line.

They can download their photograph free of charge on the «Paradiski Yuge» mobile app. To do this, they must:

1. Download this application onto their mobile phone;
2. Create a personal account on this application;
3. Register their Travel Ticket during its validity in their personal account;
4. Select their photograph on the screen of the terminal provided for this purpose at the top of the Pré-Saint-Esprit chairlift, at the bottom of the "Luge 1800" toboggan run or at the arrival of the zip line;
5. Badge their Travel ticket at the terminal.

If this procedure is not followed, ADS will not be able to respond favourably to requests from Users wishing to obtain their photograph.

## **ARTICLE 10. PERSONAL DATA**

### **10.1. Purpose and basis of processing personal data**

Personal data collected when a Travel Ticket is used or when a User takes part in an Activity are processed to:

- Monitor the User's use of the ski lifts operated by ADS or their participation in an Activity, where applicable to issue a notice of an offence, obtain payment of the fixed penalty due as a result of the offence and establish whether an habitual offence as defined in article L. 2242-6 of the transport code has been committed. The processing is based on ADS's legitimate interest in combatting fraud.
- Assisting the User in the event of an accident, ensuring the administrative follow-up of the accident, invoicing the cost of the rescue and deal with any legal action. This processing is based on the legitimate interest of the municipality concerned in providing a rescue service in their area and in recovering the related costs.
- Providing the User with their photograph taken on the Pré-Saint-Esprit chairlift, on the «Luge 1800» toboggan track and on the Zip Line. This processing is based on the User's consent.
- Sending the User information letters, marketing offers and invitations to take part in games, competitions or satisfaction enquiries. This processing is based on the User's consent.
- Responding to requests for information, comments and complaints from the User.

### **10.2. Responsible for processing**

The processing mentioned above is carried out under the responsibility of ADS, 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:

- ADS.
- SAP when the User uses their Travel Ticket to take one of the ski lifts operated by the latter.
- The authorities pursuing legal action in the event of fraud on the part of the User.
- The health services, the public body responsible for invoicing and receiving the rescue costs, the gendarmerie in the event of an investigation and ADS's and the User's insurers.
- Providers whose intervention is necessary to carry out the processing mentioned above.

These data may be transferred to a country outside the European Union. The User may obtain information about this transfer and the safeguards applicable to them at ADS.

### **10.4. Periods for which the data are retained**

The data collected are retained for the following periods:

- Data used to monitor the User's use of the ski lifts operated by ADS or their participation in an Activity, where applicable to issue a notice of offence, obtain payment of the fixed penalty and to establish whether an habitual offence has been committed:
  - o In the absence of fraud, during the validity of the Travel Ticket or Activity.
  - o In the case of fraud:
    - Where a fixed penalty is paid: until full payment of this penalty has been made.
    - In the event of non-payment of the fixed penalty: for twelve months following the issue of the notice of offence or until such time as the User is sentenced whichever is later.
- Data used to assist the User in the event of an accident, to ensure the follow-up of the accident, to invoice the rescue costs and to deal with any legal action: for the period necessary for the User's treatment and the recovery of the related costs.

- Data used to provide the User with their photograph: until the end of the validity period of the User's Travel Ticket.
- Data used to send the User information letters, marketing offers and invitations to take part in games, competitions and satisfaction surveys: for three years following the collection of the data, this period being renewed at each significant interaction between the User and ADS (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. User's rights

The User may access data concerning them, have them corrected or deleted, transfer them or have them transferred to a third party, have the processing limited or object to the processing. Furthermore, they may withdraw their consent to the processing of these data, the withdrawal of consent having no effect on the legitimacy of processing carried out before the withdrawal of consent. To exercise these rights, they must submit a request to the protection of rights delegate at ADS at the contact details shown in [article 11](#).

ADS will comply with this request subject to compliance with the obligations imposed on them. To protect personal data, ADS reserves the option to request proof of identity from the person before responding to this request.

Lastly, the person whose data are treated may lodge a complaint with the *Commission Nationale de l'Informatique et des Libertés* (CNIL) (National Commission for digitally held data and freedom of information) if they believe that their rights are not being upheld. 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 – Site internet: <https://www.cnil.fr/fr/plaintes>.

## ARTICLE 11. REQUESTS AND COMPLAINTS

The Client may send any request or complaint concerning the processing of their personal data:

- By post to the following address: ADS, Protection des données personnelles, Chalet des Villards, Arc 1800, 73700 Bourg-Saint-Maurice, France.
- By email to the following address: [ads.privacy@compagniedesalpes.fr](mailto:ads.privacy@compagniedesalpes.fr).
- Or via the web site <https://www.ticketoski.fr/fr/clientads>.

The User may submit any other request or complaint in the two months following the event giving rise to their complaint:

- By post to the following address: ADS, Service relations clients, Chalet des Villards, Arc 1800, 73700 Bourg-Saint-Maurice, France.
- Or via the web site <https://www.ticketoski.fr/fr/clientads>.

## ARTICLE 12. SETTLEMENT OF DISAGREEMENTS

In the event of a disagreement between the User and ADS relating to the validity, interpretation or application of the Conditions of Use, the User may have recourse free of charge to a contractual mediation process or any other alternative way of settling disputes.

They may have recourse to a mediation process through the *Médiateur du Tourisme et du Voyage* (tourist 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](mailto:info@mtv.travel)) in accordance with the terms on the web site <https://www.mtv.travel> within a maximum of one year from the written complaint to ADS.

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

Should an amicable settlement not be reached, the Client may take legal action in one of the territorially appropriate jurisdictions by virtue of the French civil action code or in their place of residence at the time the contract or the subject of the action was concluded.

### **ARTICLE 13. GREENHOUSE GAS EMISSIONS**

The quantity of greenhouse gas emitted by the ski lifts operated by ADS is:

- In winter:
  - o 26 g CO<sup>2</sup>e for a «Standard Pass» Travel Ticket valid for one day, equivalent to a car journey of 0.19 km.
  - o 24 g CO<sup>2</sup>e for an «Essential Pass» or «Premium Pass» Travel Ticket valid for one day, equivalent to a car journey of 0.17 km.
  - o 158 g CO<sup>2</sup>e for a «Standard Pass» Travel Ticket valid for six days, equivalent to a car journey of 1.13 km.
  - o 144.20 g CO<sup>2</sup>e for an «Essential Pass» or «Premium Pass» Travel Ticket valid for six days, equivalent to a car journey of 1.02 km.
- In summer:
  - o 26 g CO<sup>2</sup>e for a Travel Ticket valid for one day for the les Arcs-Peisey-Vallandry area, equivalent to a car journey of 0.19 km.
  - o 184 g CO<sup>2</sup>e for a Travel Ticket valid for seven days and for the les Arcs-Peisey-Vallandry area, equivalent to a car journey of 1.31 km.

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

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

For further information, the User may apply to: ADS, Service qualité, sécurité et environnement, Chalet des Villards, Arc 1800, 73700 Bourg-Saint-Maurice, France.

### **ARTICLE 14. ENTRY INTO FORCE OF THE CONDITIONS OF USE**

The Conditions of Use come into force on 1<sup>st</sup> June 2023.

### **ARTICLE 15. ALTERATION OF THE CONDITIONS OF USE**

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

### **ARTICLE 16. TRANSLATION OF THE CONDITIONS OF USE**

In the event of a contradiction between the Sales Conditions in French and the Sales Conditions in another language, the Sales Conditions in French will prevail.

### **ARTICLE 17. APPLICABLE LAW**

The Conditions of Use are regulated by French law.