

**GENERAL TERMS AND CONDITIONS OF SALE
OF WINTER SKI LIFT PASSES AND ACTIVITIES**

ADS Company

Public limited company with capital of €17,756,460.00

Chambéry Company Trade Register (RCS) no.: 076 520 568

Registered office: Chalet des Villards - Arc 1800 - 73700 Bourg Saint Maurice - France

Intra-community VAT no.: FR 07 076 520 568

Telephone no.: +33 (0)4 79 04 24 00

Contact form: <https://www.lesarcs-peiseyvallandry.ski/fr/contact>

Intermediary Insurance Agent/ ORIAS no.: 17007384,

Professional liability insurance, under the conditions provided for in Article L220-1 of the Insurance Code, with Allianz IARD - 1, cours Michelet- CS 30051 - 92076 Paris La Défense Cedex, France,

Hereinafter referred to as the "Seller".

ARTICLE 1. SCOPE OF APPLICATION

The present general terms and conditions apply to

- All ski lift passes (hereinafter referred to as "Pass(es)"), sold by the Seller and providing access to the ski lifts located in the ski area of the Arcs/Peisey-Vallandry or Paradiski (area linking the ski area of La Plagne operated by the Société d'Aménagement de la station de la Plagne, hereinafter referred to as "SAP")
- All recreational and athletic activities sold by the Seller (hereinafter referred to as the "Activity" or "Activities").

It is specified that the Seller offers four types of Passes, namely:

- The "**Classic Pass**" corresponding to a ski lift ticket providing access to the Les Arcs/Peisey-Vallandry ski area. All activities must be purchased separately.
- The "**Essential Pass**" corresponding to a ski lift ticket providing access to the Paradiski ski area and including certain Activities as well as benefits from the resort's partners.
- The "**Premium Pass**" corresponding to a ski lift ticket providing access to the Paradiski ski area and including more Activities and benefits from the resort's partners.
- The "**Pedestrian Pass +**" corresponding to a pedestrian transport ticket allowing the use of ski lifts providing access to the pedestrian area of Les Arcs Peisey Vallandry and the Vanoise Express cable car and including certain Activities and benefits from the resort's partners.

Details of these Passes are displayed at all points of sale and posted online at www.lesarcs-peiseyvallandry.ski (hereinafter referred to as the "Website").

In addition, the Activities may be sold separately (except for the Fast Lanes) or integrated into the Passes (except for the Classic Pass).

These general conditions are applicable **from xx xxx 2021** and are valid exclusively for the winter season.

They are completed by the attached General Terms and Conditions of Use and by the Specific Terms and Conditions of Online Sales for purchases via the Internet.

The terms and conditions of sale valid for the summer season are defined in a separate document.

Should any provision herein be found lacking, it shall be considered governed by the applicable practices in the ski lift transport/ leisure activities industry and for companies whose registered office is located in France.

Obtaining a Pass and/or the purchase of an Activity implies that the individual (hereinafter referred to as the "Client(s)") has full knowledge of and accepts all the present general terms and conditions without prejudice to usual methods of recourse.

These conditions concern exclusively natural persons identified as consumers, as defined by the preliminary article of the Consumer Code.

The Client acknowledges all responsibility to remain informed on the Pass, and, if applicable, the Activity/Activities and proposed prices and to select the most suitable option(s). The Seller shall not be held liable for the Client's choice(s).

Reminder: These general conditions of sale may be subject to subsequent modifications; the version applicable to the purchase of the Client shall be the version in force on the day of the purchase.

ARTICLE 2. GENERAL TERMS AND CONDITIONS OF SALE OF PASSES

Article 2.1. Description of Passes

These general conditions apply specifically, without restriction or reservation, to any purchase of Passes sold by ADS:

- At the resort's points of sale
- On the Website
- On automated machines at the clients' disposal at certain points of sale
- On the "Paradiski Yuge" mobile application

The following are offered for sale in accordance with the price guides referred to in **Article 2.3**:

- "Consecutive days passes" for a dated period.
- "Non-consecutive days passes": Their period of validity is either dated or for the current winter season. If, at the end of the ongoing period or season, this credit of days has not been used up, it will not be carried over, refunded or exchanged.
- "Consecutive hours passes": The number of hours is counted without interruption, consecutively from the first passage through the first ski lift terminal. If, when the ski lifts close, the credit of hour(s) has not been used up, it will not be carried over to a later day, nor will it be refunded or exchanged.
- "Undated passes": Undated passes are valid only for the current winter season.

PLEASE NOTE:

Each issuance of a Pass results in a **proof of sale**, which mentions the ski area and type of Pass and the category (full fare, reduced rate, etc.) its date of validity, the recharged Pass number, and any insurance, if applicable (hereinafter referred to as the "**Proof of sale**").

This proof of sale must imperatively be kept on the Client, who must be able to present it to the Seller in case of inspection or specific circumstances (e.g., rescue, loss or theft of Pass, multi-usage, complaint).

Article 2.2. Physical support of Passes

The pass is issued on a physical support mentioning its number, referred to as the "recharging number".

The Pass is composed of a **support** on which the ski lift ticket is encoded, with Activities if applicable, and a **Proof of Sale**.

Depending on the category and duration of the Pass concerned, it is issued either on a "barcode" support, a "non-rechargeable smart card" or a rechargeable smart card called a "ski card".

The "ski-card" support incorporates a chip on which the Pass is encoded, allowing access to one of the above-mentioned ski areas.

All Physical support items are issued free of charge by the Seller.

No new Pass may be registered until the Pass initially encoded on the support is completely used up. Failing this, the initial Pass will be irretrievably cancelled, without the Client being able to claim any compensation. Only the registration of an extension of the ski area remains possible.

All rechargeable media issued by the Seller, and in good working order, may be recharged by Clients.

The titleholder of a support does not benefit from any discount on the price of the Pass in the event of recharging at the points of sale or online.

Article 2.3. Prices

The public prices of Passes and Carré neige insurance are posted at the Seller's points of sale and on the Website. Price lists are also available at the points of sale and Offices of Tourism.

These prices are expressed in euros per person and are inclusive of all taxes; they are established based on taxes in force on the date of the establishment of the price lists and are subject to modification(s) in case of variations in applicable tax rates.

Discounts or free products are offered to various categories of persons according to the conditions posted at points of sale or on the Website. These discounted or free products are granted upon presentation of official identity documents at the time of purchase to justify the special rate.

No photocopies of justifying documents will be accepted. No discounts or free products will be granted after purchase.

All reductions are applied on the basis of the "full price" of the Pass and cannot be combined with any other ongoing offer or ongoing promotion.

In addition, offers or promotions may be offered exclusively and reserved for certain sales channels (e.g., website, mobile application).

In all cases, the age of the Client shall be determined by the person's age on the day of the beginning of the validity of the Pass to be issued.

Article 2.4. Modalities of using the automates

Automated machines allow the purchase and/or recharging of only the Passes mentioned on these devices and are made available to Clients at certain points of sale. Payment can only be made by bank/credit card (French bank card, Visa, Mastercard) via an automatic payment terminal.

Article 2.5. Interruption of ski lift operation

2.5.1. If the Client opts for a "4 hour" or "1 day" Pass

The Seller offers discounted rates on "4 hour" or "1 day" Passes in the event of unfavourable weather and snow conditions having a significant impact on the opening conditions of the ski lifts. (Please see conditions at the point of sale).

2.5.2. If the Client opts for a "stay" Pass (= 2 days or more, excluding the "season" Pass or non-consecutive days Pass)

Only an **interruption of more than four (4) consecutive hours AND more than fifty percent (50%) of the ski lifts** to which the Pass provides access, and irrespective of the Client's point of departure, may give rise to compensation for the loss suffered by the Client in possession of a " stay " Pass.

In this case, the Client may submit a request for compensation to the reception service or at the points of sale or via the Website (section "Contact us").

Once the conditions provided for in paragraph 1 of this section have been met, compensation is determined according to the number of days during which the Client was unable to use his Pass due to the interruption in service. The last day taken into consideration is, in any event, the expiration day of the validity of the Pass concerned.

This compensation can take the following forms, at the Client's choice (this choice is irrevocable and cannot be called into question for any reason whatsoever):

1. **An extension** of the duration of the validity of the Pass concerned by the issue of a new Pass of the same type and for a period equal to the number of compensable days as defined above (which begins the day after the expiry date of the initial Pass, or the first day of resumption of the service, if later)
2. Obtaining a **credit** to be used before the end of the winter season following the current one (N+1). This credit is issued in the form of a Pass for a duration equivalent to the number of compensable days, as defined above
3. **A refund**, calculated pro rata to the number of days of ski lift interruption, based on the purchase price of the Client's Pass.

For example: for an interruption of more than 50% of the ski lifts as defined above for three (3) days:

- A Client in possession of a six (6) day Classic Pass will be refunded 3/6ths of the purchase price of his Classic Pass.

The Client may not claim any sum or service exceeding the compensation chosen.

The request for compensation, accompanied by supporting documents (original or scan of the Pass and Proof of Sale) must be submitted or sent to the Seller, in accordance with the terms and conditions set out in **Article 4.3** below.

Compensation will be paid at the latest within three (3) months of receipt of all the documents relating to the claim for compensation.

NB: Only Passes that have been obtained from and paid for directly to the Seller by the Client may give rise to compensation. Failing this, the Client should refer to the general terms and conditions of sale of the entity that sold him the Pass.

Article 2.6. Closure of ski lifts of the ski area by decision of public authorities due to the COVID 19 health crisis

In the event of a health crisis with an administrative decision to close the ski lifts of the ski area, the Client may request, free of charge, a refund of their Pass via the Website, [www.lesarcs-peiseyvallandry.ski website](http://www.lesarcs-peiseyvallandry.ski) (section "Contact us").

The amount of the refund will be calculated on a pro rata basis for the days closed by administrative decision during the period of validity of the Pass.

In the case of a "Season" Pass, the duration taken into account for calculating the pro rata amount of the refund will begin from the date of the opening of the resort and end on the date of closure initially planned. The refund can only be calculated once this closure date has been reached, in order to allow for the possibility that the ski lifts of the ski area may reopen during the season. If the Client's file is complete, the Seller has 60 days to refund the Client.

NB: Only Passes that have been purchased and paid for directly by the Client to the Seller may be refunded. In all other cases, please refer to the general terms and conditions of sale of the entity that sold the Pass.

Article 2.7. Non-use or partial use of Passes

In all cases where the Passes issued are not used or are completely used up, except in the cases referred to in **Articles 2.5 and 2.6**, they will not be refunded or exchanged.

It is possible to cover this type of risk through special insurance, which also covers rescue costs in the event of an accident on the ski slopes or ski lifts. More information on this subject can be obtained from the points of sale.

ARTICLE 3. GENERAL TERMS AND CONDITION OF SALE OF ACTIVITIES

Article 3.1. Description of the Activities and points of sale concerned

3.1.1. Activities of the Seller

The present general conditions apply specifically, without restriction or reservation, to any purchase of the Activities offered by the Seller, irrespective if they are included in the Passes, namely:

- The torchlight descent, sold only at the Mille 8 shop of Arc 1800 upon reservation and subject to availability
- The sledge descent in Arc 1800 (Luge 1800) or in Arc 2000 (Luge 2000), sold at all points of sale and online
- The first track, sold at all points of sale and online, upon reservation and subject to availability
- The Aiguille Rouge Immediate Boarding, sold at all points of sale and online, upon reservation and subject to availability.
- The Zipline of Arc 2000, sold at all points of sale and online, upon reservation and subject to availability.

Details of these Activities are displayed in all points of sale and posted on the Website.

NB: For all Activities, minors are placed under the responsibility of their parents or the persons to whom they have been entrusted by their parents.

It is specified that the titleholder of a Pass does not benefit from any reduction on the price of the Activity and cannot rent the above-mentioned machines and equipment separately.

3.1.2. Activities sold or offered on behalf of Partners

The Seller also offers Activities for sale on behalf of partners (hereinafter referred to as the "Partner(s)"), namely: The "Arc 1800 Swimming Pool" Activity sold on behalf of EPIC AB Tourisme, Registered office: 35 rue de la Gentiane - 73700 BOURG-SAINT-MAURICE, FRANCE Site location: Espace Mille 8 - Arc 1800 - 73700 BOURG-SAINT-MAURICE, FRANCE, Tel: +33 (0)4 79 07 07 90, only via the Paradiski Yuge application

The "Ice Cave" Activity sold on behalf of Caméléon Village Igloo, Registered Office: 76 Chemin de Seyrosset - 74110 Morzine, France, Site location: The foot of the TDS Arcabulle - Arc 2000 - 73700 BOURG-SAINT-MAURICE, FRANCE, Tel: +33 (0)7 77 99 45 77, at all points of sale and online on the Website.

To this end, the general terms and conditions applicable to these Activities are those of the Partners. They are available at the Seller's points of sale.

In addition, Essential Passes, Premium Passes and Pedestrian Passes + allow Clients to benefit from advantages with other partners, as mentioned in the price guide under the section, "good deals". If Clients are interested, they should contact the partners directly and enter into an agreement with them.

In all the cases above, the Partners remain fully responsible for the proper execution of the Activity and in particular for the after-sales service related to the mentioned Activity in compliance with their own general terms and conditions.

3.1.3. Common provisions

Each purchase of an Activity by the Client results in the issuance of a **Proof of Sale**.

The main characteristics of the Activities are presented in the price guides available in the points of sale referred to in **Article 3.1.1**, and on the Website.

Article 3.2. Support

When an Activity is purchased on-site, the Client is given a physical paper with a barcode/QR code or a ski card/QR code support, which the Client must present at the Activity's reception area to benefit from it.

When an Activity is purchased online, the Client receives an e-mail with a one-time QR code to access the Activity. When the Activity is included in a Pass, the Client must present his "ski-card" (see **Article 2.2**) at the Activity's reception area to benefit from it.

NB: The "Arc 1800 swimming pool" Activity can only be recharged on the "ski card" support.

Article 3.3. Prices

The Activities offered by the Seller are provided at the rates in force in the price guides available at the points of sale. The prices are expressed in euros, all taxes included (TTC).

These prices are fixed and non-revisable during their period of validity, and the Seller reserves the right, outside this period of validity, to modify the prices at any time.

Article 3.4. Unused or partially used Activities

In the event that the Seller's Activities are not used or completely used up, they will not be refunded or exchanged, except in the event of cancellation by the Seller.

In this case, if the Seller is not able to reschedule the Activity during the Client's stay, the Client will be refunded for this Activity based on

- **The purchase price if the Activity concerned was purchased separately**
- **The preferential rate corresponding to the Activity concerned if an Essential Pass was purchased**
- **A lump sum equivalent to 60% of the applicable public rate for the Activity concerned if a Premium Pass was purchased.**

To this end, the Client must send his request for a refund by following the procedure defined in **Article 4.4** below.

Please note that claims relating to Activities sold or offered on behalf of the Partners (see article 3.1.2 above) are processed by the relevant Partners, in accordance with their own general terms and conditions.

Finally, if the Client does not present himself on the date indicated in his order summary, no compensation can be granted.

ARTICLE 4. COMMON PROVISIONS

Article 4.1. Insurance

The Seller, in its capacity as an Insurance Intermediary, also offers the Client a "Carré Neige" insurance contract in addition to the purchase of the Pass or certain Activities. This contract is subject to the insurance conditions

available at the points of sale or available and downloadable either directly from the website www.carreneige.com or from the hypertext link on the Website. It is specified that a "Carré Neige" insurance policy can be subscribed to by the Client at the time of purchase of the Pass/Activity and during its validity. However, if the insurance is subscribed to during the period of validity of the Pass/Activity, the insurance coverage will not be applied retroactively.

Article 4.2 Terms of payment

Any issuance of a Pass or access to an Activity results in payment of the corresponding fee.

Except in the case provided for in **Article 2.4**, these payments are made in euros, either by cheque drawn from a bank account opened in France and made payable to the Seller, or in cash within the regulatory limits (See Articles L112-6 and D112-3 of the Monetary and Financial Code), or by ANCV holiday vouchers.

For all payments by bank cheque, the presentation of an official identity document in the name of the cheque book holder will be required.

Payments can also be made in euros or foreign currency (DCC – Dynamic Currency Conversion - system) by bank card (French bank card, Visa, Mastercard or AMEX only at points of sale).

Article 4.3. The photograph of the Client

The sale of any "season" Pass is subject to the issuance of a recent identity photograph of the Client, taken from the front, without sunglasses or head covering.

This photograph will be kept by the Seller in its computerised ticketing system, to facilitate any recharging or reissuing of the Pass, subject to the Client's consent. (See "Protection of personal data" below).

It is specified that the "Pré Saint Esprit" (Arc 2000) chairlift and the "Luge 1800" toboggan run are equipped with a system that automatically photographs the Client. The Client may, if he wishes, obtain his photograph on the "Paradiski Yuge" mobile application after having scanned his Support and selected his photograph on the terminal. The photograph constitutes personal data within the scope of the regulations, in particular the European Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free circulation of such data.

It is processed electronically so that the Client can have access to it after using the equipment concerned.

The processing is carried out under the conditions specified in the attached General Terms and Conditions of Use.

Article 4.4. Complaints

All complaints must be addressed to the Seller within a period of two (2) months following the beginning of the occurrence that prompted the complaint, without prejudice to recourse and statutory time limits to pursue mediation or legal action in the conditions defined in **Article 4.7**.

All complaints must be sent to the following address:

ADS

Service Relation Clients

Chalet des Villards-Arc 1800

73700 Bourg Saint Maurice

France

Or via the Website (section "Contact us").

Article 4.5. Intellectual property

The Client does not acquire any right of ownership or use and is prohibited from using the Seller's names, symbols, emblems, logos, trademarks, copyright and other signs or any other literary, artistic or industrial property rights of the Seller.

Article 4.6. Protection of personal data

Personal data collected during the sale of Passes and/or the purchase of an Activity are processed with the purpose of:

- Processing the order. The data processing is necessary to execute the sales contract that the Client concludes with the Seller.
- Sending the Client promotional offers, newsletters, invitations to participate in games or contests and satisfaction surveys. Messages sent by the Seller are based on the legitimate interest of the latter to develop its activities. Messages sent by the Office of Tourism of Bourg Saint Maurice/Les Arcs, and/or by commercial partners of the Seller and affiliated companies (Groupe Compagnie des Alpes) process the data based on the Client's consent.
- Responding to inquiries, comments and complaints sent by the Client. This usage is based on the Client's consent.

Providing all the data requested by the Seller for the sale of Passes and/or Activities is compulsory. Providing other information is optional.

The data processing is carried out under the responsibility of the Seller, represented by Mr Frédéric Charlot, in his capacity as General Director, and whose contact details are indicated in the header of these General Terms and Conditions of Sale.

The collected data are intended for:

- The Seller
- All providers whose involvement is required for carrying out the processing mentioned above.
- The Bourg Saint Maurice/Les Arcs Office of Tourism, commercial partners of the Seller and affiliated companies (Groupe Compagnie des Alpes), if the Client has granted consent.

These collected data may be transferred to a non-member country of the European Union. The Client can obtain additional information on the sharing of data and applicable guarantees from the Seller.

The data collected are kept for the following periods of time:

- Data collected to process orders of products and services: If the order was placed at a cash register, for five years from time of collection of data. If the order was placed online, for five years from time of collection of data if the amount of the order is less than €120; for ten years if the amount of the order placed is equal to or greater than €120. By exception, the number and expiration date of the Client's bank card are kept, in all cases, for 15 months after the last debit date for evidence purposes in the event of a dispute of the transaction carried out remotely. The cryptogram is not retained after the transaction.

Also, by exception, photographs collected in the context of the purchase of a Pass with photograph are kept for three years from the date of collection, in order to facilitate reissue of the Pass from one season to another, provided that the Client has given prior consent.

- Data collected to send the Client newsletters, satisfaction surveys and promotional offers: for three years from the time of collection. At the conclusion of this period, these data are retained for a further period of three years if the Client agrees to continue to receive newsletters, satisfaction surveys and promotional offers from the Seller.
- Data collected to respond to requests for information, comments and claims sent by the Client: for the duration of time necessary to process these requests, comments and claims.

In order to preserve the confidentiality and security of personal data and in particular to protect such data from unlawful or accidental destruction, loss, accidental alteration, unauthorised disclosure or unauthorised access, the Seller has implemented appropriate technical and organisational measures, in accordance with applicable legal provisions. To this end, it has implemented technical measures (such as firewalls) and organisational measures (such as a username/password system, means of physical protection, etc.).

The Client reserves the right to access the data concerning himself, to have the data rectified or deleted, to transfer the data or have the data transferred to a third party, to impose a limitation of usage or refuse usage of the data. The Seller shall consent to this request, subject to compliance with legal obligations incumbent upon it.

The Client reserves the right to withdraw his consent regarding data processing concerning himself at any time. The withdrawal of his consent does not affect the lawfulness of the processing carried out prior to such withdrawal.

The Client can exercise these rights by contacting the data protection officer designated by the Seller:

- By sending postal mail to the following address: *ADS – Attn.: Service Protection des données personnelles - Chalet des Villards-Arc 1800 - 73700 Bourg Saint Maurice, France*, or
- By e-mail addressed to the following: ads.privacy@compagniedesalpes.fr.

In the interest of confidentiality and the protection of personal data, the Seller reserves the right to ask the Client for proof of identity before responding to his request. The Client may thus be asked to produce a copy of an identity document mentioning his date and place of birth and bearing his signature.

Finally, the Client has the right to file a complaint with the CNIL if he considers that his rights have been breached. Contact information of the CNIL: Commission Nationale de l'Informatique et des Libertés, 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>.

In application of article 147 of decree no. 2019-536 of 29 May 2019, the Client can receive the information presented above on a physical written support, by simple oral or written request sent to the aforementioned entity.

Finally, the Client can register, at no cost, to enlist to oppose calls by telemarketers in order to no longer be solicited by a professional with whom the Client has no ongoing contractual relationship, in accordance with Article L 223-2 of the Consumer Code. (<http://www.bloctel.gouv.fr>).

Article 4.7. Translation – Applicable law – Settlement of disputes

Should the present general terms and conditions be drawn up in several languages, it is expressly understood that the French version of the present terms and conditions shall be the only legally binding version. As a result, the French version shall be expressly and exclusively referred to in the event of difficulties of interpretation/application of any of the provisions of the present general terms and conditions.

The present general terms and conditions are subject to French law for all interpretation and application.

Pursuant to the provisions of Article L.211-3 of the Consumer Code, in the event of a dispute relating to the validity, interpretation or execution of these conditions, the Client may have free recourse to a conventional mediation procedure or any other alternative method of dispute resolution.

All complaints must be filed according to the conditions set out in **Article 4.4** above.

Failing a satisfactory answer or in the case of an absence of response within a period of a minimum of sixty (60) days following this written complaint (and within a maximum period of one (1) year from this written complaint), the Client can appeal to the **Tourism and Travel Mediator** (MTV Médiation Tourisme Voyage, BP 80 303, 75823 Paris Cedex 17, France) according to the conditions outlined on the website www.mtv.travel.

The opinion pronounced by the Tourism and Travel mediator is not binding on the parties to the contract.

In addition, in accordance with Article 14 of (EU) Regulation No. 524/2013, the European Commission has made available an Online Dispute Resolution platform, facilitating independent settlement through extra-legal means of online disputes between consumers and professionals of the European Union.

This platform is available at the following link: <https://webgate.ec.europa.eu/odr/>.

In the event of a failure to reach an amicable settlement, the Client can pursue legal action either in a jurisdiction territorially competent under the Code of Civil Procedure, or in the jurisdiction where the Client was present at the time of entering into the contract or where the injurious event occurred (Article R. 631-3 of the Consumer Code).