

GENERAL TERMS AND CONDITIONS OF USE 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

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

Insurance intermediary 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 "Operator".

ARTICLE 1. GENERAL SCOPE OF TERMS AND CONDITIONS

The present general terms and conditions apply to:

- All ski lift passes (hereinafter referred to as "Pass(es)") issued by the Operator, which allow access to the ski areas of the Arcs/Peisey-Vallandry or Paradiski (the space linking the ski area of La Plagne operated by the Société d'Aménagement de la station de la Plagne, hereinafter referred to as "SAP") and
- All leisure and athletic activities sold by the Operator (hereinafter referred to as the "Activity"/ "Activities").

We remind you that the Operator offers four types of Passes, namely:

- The "**Classic Pass**" corresponding to a Pass providing access to the Les Arcs/Peisey-Vallandry ski area. All activities must be purchased separately.
- The "**Essential Pass**" corresponding to a Pass 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 Pass 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 Pass 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").

The present general terms and conditions shall be applicable **from november 30th, 2021** and valid only for the winter season.

They are supplemented by the General Terms and Conditions of Sale of the entity that carried out the sale of the Pass to the User.

The General Terms and Conditions of Use 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 current practices in force in the ski lift/ leisure activities industry and for companies whose registered office is located in France.

The acquisition of a Pass and or the purchase of an Activity implies that the individual (hereinafter referred to as the "User") has full knowledge of and accepts all the present general terms and conditions, without prejudice to common forms of legal recourse.

PLEASE NOTE:

The user must imperatively retain:

- The **proof of Sale** issued to him at the time of his purchase from the Operator (hereinafter referred to as the "Proof of sale")
- The **"recharging number"** inscribed on his Pass support, if purchased from a Distributor.

This will be requested in the event of an inspection by the Operator and in support of any request (e.g.: rescue, loss or theft of the Pass, complaint) to the Operator or the SAP company, where applicable.

The Pass is strictly personal, non-lendable and non-transferable except for the Pass corresponding to the shortest duration of the price chart. It is therefore the User's responsibility to retain his Pass in such a way that it cannot be used by a third party.

ARTICLE 2. INSPECTION OF PASSES
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Each Pass, issued on a numbered physical support, can be used for a predetermined validity period and age category. The information registered on the physical support regarding the validity of the Pass has no contractual value. Only the information contained on the chip shall be binding.

All Passes give the right, during their validity period, to free usage of the ski lifts for the ski area it was issued for, without any priority whatsoever.

The area of validity of the Pass is defined on the piste map of the ongoing winter season. During the opening periods of the ski lifts, the area of validity is displayed at the Operator's points of sale and/or at the departure points of the ski lifts, subject to weather conditions.

The Pass (accompanied by the **Proof of sale**) must be kept on the User during all transport use on each ski lift, from departure through arrival areas, so it can be detected by the automatic control system or be presented to any sworn inspector of the Operator or the SAP company.

In the event of the absence of a Pass, or the use of an invalid Pass or the failure to comply with the policy regulations posted at the departure points of the ski lifts, duly noted by a sworn inspector, the offender may regularise his situation by the immediate payment, by way of transaction, of a lump-sum indemnity which is added to any sum due for the ski lift Pass.

This lump-sum indemnity may reach up to **five (5) times the value of the daily ski lift Pass, as stipulated by the applicable regulations.** (Articles L342-15, R342-19 and R342-20 of the Tourism Code and Articles 529-3 et al. of the Code of Criminal Procedure).

Sworn inspectors may request the presentation of any documents justifying the fare advantages granted to the User in possession of a reduced or free Pass. The different age categories are systematically monitored at the terminals and indicated by different luminous colours.

If the offender is unable or unwilling to pay the amount requested forthwith and thus refuses the proposed transaction, the sworn inspector will draw up a report of the offence. If the offender fails to pay immediately, the sworn inspectors are entitled to obtain the identity and address of the offender.

If the offender refuses or is unable to prove his identity, the sworn inspector shall immediately report this to any judicial police officer of the national police force or the national gendarmerie with territorial jurisdiction, who may then order him without delay to present the offender immediately.

The procedure provided for in the previous paragraph is immediately cancelled if the offender pays all the sums due for the transaction. A receipt for the lump-sum indemnity is then issued to him.

The offender has a specific period of time, provided for by law:

- To pay the amount of the transaction which includes:
 - o Any amount(s) due for the Pass
 - o The lump-sum indemnity
 - o The administrative fees, in accordance with the provisions of article 529-4 of the Code of Criminal Procedure;
- Or to send a written objection to the Operator.

If the payment is not made within the legal time limit and in the absence of an objection, the offender is subject to criminal proceedings in accordance with the provisions of article 529-5 of the Code of Criminal Procedure.

Finally, any fraudulent use of a Pass (expired, falsified, counterfeit, nominative Pass used by a third party, etc.) will result in its immediate withdrawal and, if necessary, the opening of legal proceedings.

ARTICLE 3. DEFECTIVE SUPPORT OF PASSES (SKI CARD)

Instructions for use: To facilitate the transmission of encoded information when passing through the control terminals, the Pass must be worn on the left-hand side and preferably away from a mobile phone, keys and any form of packaging made entirely or partially of aluminium.

The support must not be bent, torn, or placed near a heat source.

Should a support fail to function or prove technically defective, the Operator, at its cost, will replace the support, from the date of return of the latter to one of the Operator's points of sale.

However, and if after verification, the defect in the support is attributable to the User (e.g., non-compliance with the user instructions), the Operator will invoice the latter for the processing costs explained in **Article 4**.

In the event the defective physical medium was issued by the SAP company, this request cannot be processed by the Operator.

The User must address his request to SAP in accordance with the terms of the General Conditions of Use established by the latter.

ARTICLE 4. LOSS OR THEFT OF SUPPORT

4.1. Regarding the Activities:

In the event of loss or theft of the bar code (or QR Code) to benefit from an Activity, the Client must present himself at one of the Operator's points of sale and provide his **Proof of sale** (receipt given by the Operator at the time of purchase of the Pass in the case of payment on site or a copy of the order confirmation in the case of online payment), in order to cancel the first bar code or QR Code corresponding to the abovementioned Activity and to receive, at no extra cost, a new code.

NB: The barcode or QR Code included in the Proof of Sale implies a unique passage during the inspection. The first person to present the Code is therefore presumed to be the legitimate bearer and will be the only one allowed to access the Activity, without any possible recourse by the User against the Operator.

4.2. Regarding the Passes:

The provisions below apply exclusively to Passes issued by the Operator.

Consequently, if the lost or stolen Pass was issued by the SAP company, the request cannot be processed by the Operator.

The User must address his request to the SAP company, respecting the terms of the General Conditions of Use of the latter.

In the event of loss or theft of a **Pass with a residual duration equal to or greater than four (4) hours**, the User may obtain a duplicate from the Operator, subject to meeting the following conditions:

4.2.1. Declaration of loss and information to provide

Case no. 1: A User has obtained and paid for the Pass directly from the Operator

The User must provide the **Proof of sale** (receipt given by the Operator at the time of the purchase of the Pass if paid for on-site or a copy of the order confirmation if paid for online) to justify the request for a duplicate.

Case no. 2: A User has obtained the Pass from a distributor (i.e., lodging agency, tour operator)

The User must provide the Operator with the “**recharging number**” on the support of his Pass.

The User, having no Proof of sale issued by the Operator, must imperatively record and conserve the number as soon as his Pass is issued by the distributor.

The User must then complete a declaration of loss at one of the points of sale of the Operator, indicating:

- The surname, first name and telephone number of the User
- The “series number”
- Dates and period of validity of the lost or stolen Pass.

4.2.2. Processing fee

To obtain a duplicate, the User must also pay **applicable processing fees** corresponding to the amount posted at the Operator’s points of sale.

4.2.3. Issuing a duplicate

- Any Pass officially declared by the User as lost/stolen to the Operator will be deactivated by the latter and no longer allow access to the ski area and/or the Activities.
- Subject to verifications of use, on the same day that the declaration of loss/theft is submitted to the Operator’s point of sale before the closing time of the latter, the User can pick up a duplicate from this point of sale (for the residual duration of the Pass, and, if applicable, for unused access to the Activity/Activities).

PLEASE NOTE: Any Pass declared lost or stolen with a residual duration of less than four (4) hours, regardless of the support used, cannot result in a duplicate. The same applies to other Passes whose information necessary for the delivery of a duplicate (see **Articles 4.1 and 4.2.1** above) cannot be provided by the User, and the User shall have no possible recourse against the Operator.

ARTICLE 5. RESPECTING SAFETY REGULATIONS

All Users are obliged to respect the safety regulations related to ski lift transport; notably the policy regulations displayed at the ski lift departure points, their accompanying pictograms as well as all instructions given by the Operator’s staff, subject to a penalty.

The same applies to compliance with the municipal by-law relating to safety on the ski slopes, and we recommended that the User take into account the "Ten rules of good conduct for users of the slopes" published by the International Ski Federation (FIS).

The User and/or those accompanying him must be aware of the conditions of access (e.g., minimum age and/or height) and the safety rules relating to the Activities (e.g., municipal by-law, regulations), which are displayed at the points of sale and/or at the departure point of the Activities and/or on the Website, in order to determine his/their aptitude to participate in the Activities.

The User is required to comply with the above conditions and rules, any accompanying pictograms, as well as any safety instructions given by the Operator’s staff, under penalty of refusal of access and/or sanction.

NB: Minors are placed under the responsibility of their parents or the persons to whom they have been entrusted by their parents.

ARTICLE 6. RESPECTING SANITARY MEASURES AND HEALTH PROTOCOLS (SPECIAL PROVISIONS)

In line with current legislation and regulations in the fight against Covid-19, the Ski Area Operator has implemented a number of special provisions to meet regulatory health guidelines and is sharing information about the hygiene and social distancing measures that are in place.

The User must respect all of the regulatory health guidelines and hygiene measures as soon as they come into effect. For more information, [please check the applicable health protocol](#)

Masks must be worn by anyone from the age of 11 and above (recommended for the 6- to 11-year-olds), on all ski lifts (including queues). Users must wear an approved mask – this can be either a surgical mask or a class 1 medical mask (AFNOR certified SPEC S76-001). Neck warmer masks can be used as long as they provide filtration and meet the same authorised standards.

From December 4th, 2021, the health pass will be compulsory for anyone aged 12 and above. In line with applicable regulations, anyone who does not comply, and who is unable to show a valid health pass during checks will not be allowed to use the ski lifts. French government decisions may evolve according to the health situation.

The User must respect all written and verbal instructions (as well as any additional pictograms) given by the Ski Area Operator and their employees, both before purchasing their skipass(es), and during their time on the ski area.

ARTICLE 7. PROTECTION OF PERSONAL DATA

Transport of Users:

The personal data collected when Users are in transit (with the exception of photographs taken on the "Pré Saint Esprit" chairlift and the "Luge 1800" toboggan run) are processed in order to:

- Allow Users to access the ski lifts. This processing is necessary for the execution of the transport contract to which the User is a party.
- Inspect Passes. This processing is based on the legitimate interest of the Operator to fight fraud.

The data collected are intended for:

- The Operator
- The SAP company, as an operator of the ski lifts of the La Plagne ski area, as soon as the User uses his Pass to access these ski lifts
- All providers whose intervention is necessary to carry out the processing mentioned above.

The data collected are conserved during the validity period of the Pass.

Photographs taken on the "Pré Saint Esprit" chairlift and the "Luge 1800" toboggan run

Photographs taken on the "Pré Saint Esprit" chairlift and the "Luge 1800" toboggan run are processed to enable Users to download them onto the "Paradiski Yuge" mobile application.

This processing is based on the consent of the Users.

The photographs are intended for the Operator and all service providers whose intervention is necessary to carry out the above-mentioned processing.

They are kept for a reasonable period of time of about a few hours and, in any case, until the end of the day at the longest. At the end of this period, they will be kept for a further period of four weeks if the Client scans his support at one of the terminals provided for this purpose at the top of the chairlift and at the bottom of the sledge run and selects his photograph in order to download it onto the "Paradiski Yuge" mobile application.

It is specified that when using the ski lifts in the Paradiski ski area, Users are also likely to be photographed or recorded on video in the La Plagne area. The User must then contact the operator concerned (SAP) to exercise his rights.

Pass inspections:

The personal data collected by sworn inspectors during a Pass verification are processed in order to:

- Verify that the User is the holder of a valid Pass
- In the absence of a valid Pass, to establish an infringement report, to obtain payment of the lump-sum indemnity due because of this infringement (if necessary, within the framework of legal action) and to determine whether the offence of habitual use punishable by article L. 2242-6 of the Transport Code is applicable.

This processing is based on the Operator's legitimate interest to fight fraud.

The provision of all the information collected by the Operator for the above-mentioned processing is compulsory.

The data are intended for the Operator and, if necessary, exclusively prosecutorial authorities.

The data are kept until the lump-sum indemnity has been paid. In the absence of payment, and therefore in the event of legal proceedings, the data are kept for 12 months following the establishment of the offence report or until the date on which the conviction becomes final, if this date is later.

Rescue:

The personal data collected on the rescue report during the intervention of the ski patrol staff with a User are processed for the administrative follow-up of the accident, for the invoicing of the rescue costs incurred and for the processing of a possible dispute.

This processing is based on the legitimate interest of the Commune(s) concerned, having authorised the Operator to set up a rescue service in the ski area and to recover the related costs.

The data collected are intended for the Operator and the public authority responsible for invoicing and collecting the rescue fees, the Gendarmerie (in the context of an investigation following an accident), the respective insurers of the Operator and the User, and the health services providing care to the User.

The data collected are kept for the time necessary to achieve the above-mentioned purposes.

Common provisions:

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

All the data may be transferred to a non-member country of the European Union. The User can obtain additional information on these transfers and applicable guarantees from the Operator.

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

The User reserves the right to access the data concerning himself and 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 Operator shall comply with this request, subject to adherence to legal obligations incumbent upon it.

The User may exercise these rights by contacting the representative agent for the protection of data designated by the Operator:

- By postal letter sent to the following address: *ADS – Attn.: délégué à la protection des données - Chalet des Villards - Arc 1800 - 73700 Bourg Saint Maurice, France*, or
- By sending an e-mail to the following address: ads.privacy@compagniedesalpes.fr.

In the interest of confidentiality and protection of personal data, the Operator reserves the right to demand the User for verifications of identity before responding to his request. The Operator may thus also oblige the User to provide a photocopy of an official identity document, mentioning his date and place of birth and bearing his signature.

Finally, the User 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 User may receive the information presented above in physical written form, upon simple verbal or written request addressed to the aforementioned entity.

ARTICLE 8. CO_{2e} REPORTING FOR TRANSPORT SERVICES

In application of Articles L1431-3 and D1431-1 to 1431-23 of the Transport Code, the Operator shall provide notification of the following CO_{2e} information regarding transport via the ski lifts:

- The CO_{2e} transport for a Classic 1-day Pass is 26g CO_{2e}, equivalent to a car route of 0.19 km.
- The CO_{2e} transport for an Essential or Premium 1-day Pass is 24g CO_{2e}, equivalent to a car route of 0.17 km.
- The CO_{2e} transport for a Classic 6-day Pass is 158g CO_{2e}, equivalent to a car route of 1.13 km.
- The CO_{2e} transport for an Essential or Premium 6-day Pass is 144.20g CO_{2e}, equivalent to a car route of 1.02 km.

Method of calculation: 6g CO_{2e}/kwh/100% renewable energy /diesel fuel car 140g/km (class C, current average).

For further information, please address inquiries to:

ADS - Service Qualité Sécurité et Environnement - Chalet des Villards - Arc 1800 - 73700 Bourg Saint Maurice - France

ARTICLE 9. 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 general 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 terms and conditions are subject to French law for all interpretation and application.

In accordance with provisions of Article L.211-3 of the Consumer Code, in the event of a dispute regarding validity, interpretation or application of these terms and conditions, the User has the right to free recourse to a conventional mediation procedure, or any other alternative means of dispute resolution.

Any complaint must be sent within two (2) months of the occurrence of the event of the origin of the complaint, without prejudice to the legal procedures and statutory time limits for recourse to mediation and legal action under the conditions hereinafter defined.

The complaint must be sent to:

ADS

Service Relation Clients

Chalet des Villards-Arc 1800

73700 Bourg Saint Maurice

France

Or filed via the Website www.lesarcs-peiseyvallandry.ski (section "Contact us").

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 has the possibility of contacting the **Tourism and Travel Mediator** (MTV Médiation Tourisme Voyage, BP 80303 - 75823 Paris Cedex 17, France) according to the conditions detailed on the website www.mtv.travel.

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

Furthermore, 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 User can pursue legal action either in a jurisdiction territorially competent under the 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 R. 631-3 of the Consumer Code).