

**GENERAL SALES CONDITIONS
FOR TICKETS FOR TRAVEL ON SKI LIFTS**

Société d'Aménagement de la station de la Plagne (SAP – la Plagne operating company)

Public Limited Company with a share capital of 2,157,776.00 €

Registered at the business registry in Chambéry under n° 076 220 011

Registered office: Macôt la Plagne-73 210 Aime

Postal address: BP 57- Immeuble La Cembraie- La Plagne-73 214 Aime Cedex

Intra-community VAT N°: FR 05 076 220 011

Tel N°: +33(0)4.79.09.67.00

E-mail: info@ski-laplagne.com

Operating the la PLAGNE ski area,

Insured for professional liability as provided for in paragraph L220-1 of the insurance code by Allianz Opérations Entreprises- 7, Place du Dôme-TSA 21017-92 099 La Défense Cedex.

Hereinafter referred to as the «Operator ».

Paragraph 1. GENERALITIES

These general conditions apply to all tickets for travel on the ski lifts (hereinafter referred to as the «Ticket(s) ») sold by the Operator and allowing entry to the la Plagne and Paradiski ski areas (area connected with the les Arcs/Peisey-Vallandry ski area operated by the company ADS).

These general conditions apply with effect from 21 september 2015 and are only valid for the winter season.

The sales conditions of Tickets valid in the summer season are set out in a separate document.

If a provision in this document is lacking, it will be considered to be governed by current practice in the ski lift sector and for companies with registered offices in France.

The purchase of a Ticket implies knowledge and acceptance of these general conditions in their entirety by the purchaser (hereinafter referred to as the «Client(s) ») without prejudice to the usual means of recourse.

It is the Client's responsibility to be informed about the Tickets and prices offered and to choose the most suitable. The Operator cannot be held responsible for the Client's choice.

The **Ticket** comprises a **card** on which the **ticket for travel** is encrypted and **the proof of purchase**.

The duration of a Ticket is in «consecutive days ».

PLEASE NOTE:

Each Ticket issued is accompanied by a **proof of purchase** showing the ski area and the category (adult, child, etc.) of the **ticket for travel**, its expiry date, its **serial number** and any insurance that may have been taken out.

This **proof of purchase** must be retained by the Client, who must be in a position to show it to the Operator in the event of an inspection as well as in support of any request (e.g. : rescue, loss or theft of the Ticket, variation saison, claims).

Paragraph 2. TICKET CARDS

Any rechargeable cards issued by the Operator and in good working order, may be recharged by the Clients in the Operator's physical sales points or on www.skipass-laplagne.com

If the Client does not have a card, his Ticket will be encrypted on a new «rechargeable microchip card» known as a « ski card», at a cost of one Euro inclusive of all taxes (1€ TTC) per card. This card is not refundable.

It may be recharged and re-used one or more times up to 3 (three) winter seasons.

No new Ticket for travel may be recorded as long as the originally encrypted Ticket remains unexpired. Non-compliance will result in the irrevocable cancellation of the original Ticket for travel and the Client will not be entitled to any compensation whatsoever. Only the encryption of an extension of the area covered remains possible at all times.

Paragraph 3. THE CLIENT'S PHOTOGRAPH

A recent identity photograph of the Client, full face and without sunglasses or head dress must be supplied for the purchase of any type of «season» ticket.

This photograph will be retained by the Operator in its digital ticketing system to facilitate any recharges or re-issuing of the Ticket, unless the Client objects (V. infra « Protection of data of a personal nature »).

Paragraph 4. PRICES AND MEANS OF PAYMENT

4.1. PRICES

The public prices of tickets for travel, the «ski-card» and Carré Neige insurance (V. www.carreneige.com) are displayed in the Operator's sales points and on the www.skipass-laplagne.com web site. Price guides are also available in the sales points and in Tourist Offices.

These prices are shown in Euros and are inclusive of all taxes: they are established on the basis of the taxes in force and are subject to alteration should the applicable taxes vary.

Reductions and free tickets are available in accordance with the conditions displayed in the sales points and on the web site. In sales points, reductions and free tickets are granted on presentation in the sales points at the time of purchase, of official proof of entitlement to the aforementioned price advantages.

Photocopies of the proof of entitlement will not be accepted. No reduction or free ticket will be granted after purchase.

In all cases, the Client's age will be his/her age on the day the Ticket to be issued becomes valid.

4.2. MEANS OF PAYMENT

Payment of the corresponding price must be made on issue of any Ticket.

Payment is made in Euros, either by cheque drawn on a French bank account and made out to the Operator, in cash or by credit card accepted by the Operator (CB, Visa, Mastercard), or by ANCV holiday cheques.

Proof of identity will be required for all payments by cheque.

The absence of full payment by the due date will result in the application of a penalty clause of 15% of the amount due, with a minimum of 20€, without prior notification.

Paragraph 5. INTERRUPTION OF THE OPERATION OF THE SKI LIFTS

5.1. If the Client has opted for a « daily) Ticket

The Client may benefit from the refund rates on a «daily» Ticket offered by the Operator in the event of unfavourable weather or snow conditions that have a significant impact on the opening of the ski lifts. (= tariffs «bad weather»)

5.2. If the Client has opted for a «holiday » Ticket (= 2 days or more, excluding «season» or non consecutive daily Tickets)

Only an interruption of more than a half-day and of more than 50% (fifty percent) of the ski lifts open during the period during which the interruption occurs and to which the Ticket gives access and excluding acts of *force majeure*, may give rise to compensation for the loss suffered by the holder of a «holiday» Ticket (excluding «season» or non-consecutive daily Tickets).

In this case, a compensation claim form will be issued by the Operator's reception or sales points.

Only Tickets bought and paid for at the public price directly by the Client from the Operator may give rise to compensation. The compensation is determined by the number of days during which the Client was unable to use his/her Ticket as a result of the interruption to the service: the last day taken into consideration being, in any case, the expiry date of the Ticket in question.

The compensation may take the following forms at the Client's choice (this choice is irrevocable and cannot be challenged for any reason whatsoever):

1. Immediate **extension** of the validity period of the Ticket in question by the issue of a new Ticket (which will commence from the day following the expiry of the original Ticket or the first day of the resumption of service if that is later than the expiry date);
2. A **credit** to be used before the end of the winter season following the current one (N+1). This credit is non-transferable, personal and cannot be sold. The credit is for a sum calculated pro rata to the number of days of the interruption to the ski lifts.
3. Deferred **refund** calculated pro rata to the number of days of the interruption to the ski lifts. (For example: for a stoppage of more than 50% of the ski lifts as defined above for 3 (three) days, a Client holding a 6 (six) day Ticket, will be refunded 3/6ths of the purchase price of his Ticket).

No compensation may be granted before the expiry date of the Ticket in question.

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

The compensation request, accompanied by the proof of entitlement (original proof of purchase and the compensation claim form mentioning the form of compensation required), must be deposited with or sent to the Operator in accordance with the terms of paragraph 7 below.

Compensation will be made no later than 2 (two) months following receipt of all the items pertaining to the compensation claim.

NB: This compensation procedure does not apply during the first or last week of the winter season given that special rates are put in place by the Operator during these periods.

Paragraph 6. REFUND

Tickets that are not used up or fully expired will only be refunded or exchanged in the circumstances provided for in paragraph 5 above.

Non-consecutive daily Tickets must be used during the current winter season. Beyond that date, they may not be used unless a refund or extension is granted.

It is possible to insure against this type of risk with specific cover which also covers the cost of rescue in the event of an accident on the ski pistes or ski lifts. Please address all enquiries about insurance to the sales points.

Paragraph 7. CLAIMS

All claims must be addressed to the Operator within 2 (two) months of the event at the origin of the said claim, without prejudice to the legal means and timescales for taking legal action.

All claims must be sent to the following address:

SAP- Service Relation Clientèle- BP 57 – La Plagne- 73214 AIME Cedex France

Paragraph 8. INTELLECTUAL PROPERTY

The Client does not acquire any right of ownership or usage and may not use the nomenclature, symbols, emblems, logos, brands, author's rights or other symbols or other rights of literary, artistic or industrial property belonging to the Operator.

Paragraph 9. PROTECTION OF DATA OF A PERSONAL NATURE

All the information requested by the Operator for the issue of a Ticket is compulsory. If one or more pieces of the compulsory information are missing, the Ticket will not be issued.

All this data will only be used by the Operator.

The Operator may also request certain data (postal address, e-mail, tel n°) from Clients to enable the Operator to send sales offers according the terms of the law LCEN of 21/06/2004.

In accordance with the data protection law, the Client (or his/her legal representative) has the right of access, correction and deletion for legitimate reasons (notably the digital holding of the photograph or the sending of offers) by writing to the Operator at the following address:

SAP- Service Marketing Vente- BP 57- La Plagne- 73214 AIME Cedex France

Responsible for data processing: the Operator.

Purpose of data processing: Issue of tickets and sales management.

In accordance with paragraph 90 of decree n°2005-1309 of 20 October 2005, any person may receive information about this paragraph in writing on oral or written request to the afore-mentioned department.

Paragraph 10. TRANSLATION- APPLICABLE LAW-SETTLEMENT OF DISPUTES

Where these general conditions are produced in several languages, it is expressly intended that only the French version of these general conditions is authentic. Accordingly and in the event of difficulty in interpreting/applying any one of the provisions of these general conditions, the French version should be referred to expressly and exclusively.

These general conditions are subject to French law for their interpretation and application.

In the event of dispute over the interpretation or execution of these conditions, recourse may be made to an approved mediation procedure or any other alternative method of settling differences (e.g. conciliation), as provided for in paragraph L133-4 of the consumer code.

If an amicable settlement cannot be reached, the dispute will be brought before the appropriate court by the most diligent party.

**GENERAL CONDITIONS FOR THE USE
OF TICKETS FOR TRAVEL ON SKI LIFTS**

Société d'Aménagement de la station de la Plagne (SAP – la Plagne operating company)

Public Limited Company with a share capital of 2 157 776.00 €

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These general conditions apply with effect from 21 September 2015 and are only valid for the winter season.

The sales conditions of Tickets valid in the summer season are set out in a separate document.

If a provision in this document is lacking, it will be considered to be governed by current practice in the ski lift sector and for companies with registered offices in France.

The purchase of a Ticket implies knowledge and acceptance of these general conditions in their entirety by the purchaser (hereinafter referred to as the «User(s) ») without prejudice to the usual means of recourse.

PLEASE NOTE:

Each Ticket issued is accompanied by a **proof of purchase** showing the ski area and the category (adult, child, etc.) of the **ticket for travel**, its expiry date, its **serial number** and any insurance that may have been taken out.

This **proof of purchase** must be retained by the User, who must be in a position to show it to the Operator or the ADS Company if appropriate in the event of an inspection as well as in support of any request (e.g. : rescue, loss or theft of the Ticket, variation, claims).

The Ticket is strictly personal, non-transferable and cannot be sold except for the Ticket relating to the shortest period on the price list. It is the User's responsibility to ensure that his/her Ticket cannot be used by a third party.

Paragraph 2. TICKET INSPECTION

Each Ticket may be used for a pre-determined period of validity and age category. The information relating to the validity of the Ticket and inscribed on the card have no contractual value. Only the information contained in the microchip is valid.

During its period of validity, all Tickets give unrestricted travel on the ski lifts in the ski area for which they are issued, without any priority of any sort whatsoever.

The area of validity of the Ticket is defined on the piste map for the winter season in question and during the opening periods of the ski lifts displayed in the Operator's sales points and/or the ski lift departure points, subject to weather and snow conditions.

The Ticket (accompanied by the **proof of purchase**) must be retained by the User throughout every journey made on each ski lift from its departure point to its arrival point so that it may be detected by an automatic inspection system or shown to any official inspector appointed by the Operator or the ADS Company entitled to make the request.

The absence of a Ticket, the use of an invalid Ticket or the non-compliance with the statutory regulations displayed at the departure point of the ski lifts, observed by an official inspector appointed by the Operator or the ADS Company, will be subject to:

- either a **fixed penalty** in lieu of public action. This fixed penalty is equal to FIVE times the value of a daily ticket, increased if appropriate by administrative costs in accordance with the applicable regulations (Paragraphs L342-15, R342-19 and R342-20 of the tourist Code and Paragraphs 529-3 and those that follow of the penal procedure Code);
- or **prosecution**.

The official inspectors may ask to see any proof of entitlement to the price advantages granted to a User holding a reduced price or free Ticket.

If the offender refuses or is unable to prove his/her identity, the official inspector will immediately inform any police officer or gendarme with jurisdiction in the area who may then request the offender to be brought immediately before him/her.

These official inspectors may also immediately confiscate the Ticket with a view to returning it to its true owner.

In the event of fraud discovered by one of the Operator's official inspectors, the information gathered by the latter to establish the penalty notice may be subject to data processing in order to ensure the monitoring of the offences reported and any follow up as well as for statistical purposes.

This data is for the use of the Operator only.

In accordance with data protection legislation, any person involved has the right of access and correction by writing to the Operator at the following address:

SAP- Service Contrôle des Titres- BP 57- Immeuble la Cembraie/Plagne Centre-73 214 Aime Cedex.

Responsible for data processing: the Operator

Purpose of data processing: Monitoring of offences against the travel regulations

Paragraph 3. FAULTY TICKET CARDS

Advice for use: We recommend that you place your card in a pocket on your left side without any other metal or electronic item. The card must not be folded, perforated or placed near a heat source.

In the event of malfunction or technical failure of the new «ski card» (over three winter seasons), the Operator who issued the original Ticket will at his own expense replace the card against and with effect from the return of the original card to one the Operator's sales points.

However, if checks show that the failure of the card was caused by the User (non-compliance with advice for use), the Operator will invoice the User for the processing costs provided for in paragraph 4.

Should the faulty card have been issued by the ADS Company, the Operator cannot process the request.

The User must refer his/her request to ADS in accordance with the latter's General Conditions for the Use of Tickets.

Paragraph 4. LOSS OR THEFT OF TICKETS

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

Consequently, and in the event that the lost or stolen Ticket was issued by the ADS Company, this request cannot be processed by the Operator.

The User must refer his/her request to ADS in accordance with the latter's General Conditions for the Use of Tickets.

In the case of the loss or theft of a Ticket with more than 4 (four) hours validity remaining, the Operator may issue a duplicate to the User, subject to the following conditions:

4.1. Declaration of loss and information to be provided

Case n°1: Where the User has purchased and paid for his/her Ticket directly in a sales point or on line via the Operator's web site (www.skipass-laplagne.com)

He/she must provide the **proof of purchase** (receipt issued by the Operator at the time of purchase of the Ticket in the case of a purchase in a Sales Point or a copy of the confirmation of the on-line order) in support of the request for a duplicate.

Case n°2: Where the User has obtained his/her Ticket from a distributor (e.g.: accommodation provider, Tour operator)

He/she must provide the **WTP number** which appears on the Ticket card.

If the User does not have a proof of purchase issued by the Operator, he must without fail make and keep a note of the number as soon as the distributor issues his/her Ticket.

The User must then declare of loss in one of the Operator's sales points and precify

- **serial number** (shown on the proof of purchase in Case n°1) **or the WTP number** (shown on the card in Case n°2),
- dates and duration of validity of the lost or stolen Ticket.

4.2. Administrative costs

To obtain his/her duplicate, the User must also pay the **administrative costs at the current rate**, the amount of which is displayed in the Operator's sales points.

4.3. Issue of the duplicate

- All Tickets that have been declared as lost to the Operator will be deactivated by the latter and will no longer give access to the ski area.
- Subject to checks on use, on the day of the declaration of loss/theft in one of the Operator's sales points and before the latter's closing time, the User may collect his/her duplicate (for the residual duration of the Ticket) from the same sales point.
- **PLEASE NOTE:** A Ticket declared lost or stolen with a residual duration of less than 4 (four) hours, whatever card is used will not entitle the User to a duplicate. The same applies to other Tickets for which the information required for the issue of a duplicate (V. 4.1 above) cannot be provided by the User and this without recourse by the User against the Operator.

Paragraph 5. COMPLIANCE WITH THE SAFETY RULES

All Users are required to comply with the safety rules relating to travel on ski lifts, notably the statutory regulations displayed in the departure points of the ski lifts, the supporting diagrams and any instructions given by the Operator's staff, subject to sanction.

The same applies to the local by-laws relating to safety on the ski slopes and Users are recommended to take note of the «Ten rules for the good conduct of Users on the pistes» drawn up by the *Fédération Internationale de Ski* (FIS – international ski federation).

Paragraph 6. PROTECTION OF DATA OF A PERSONAL NATURE

Data relating to the movements of Users is collected for the purpose of managing access to the ski lifts and to verify Tickets. The data is also collected for statistical purposes. All the data is for the exclusive use of the Operator and, if appropriate, the ADS company, operator of the connected ski area.

In accordance with the Data Protection Law, the User (or his/her legal representative) has the right to access, correct or delete data for legitimate reasons by writing to the Operator at the following address:

SAP - Service Marketing Vente- BP 57- Immeuble la Cembraie- Plagne Centre- 73 214 Aime Cedex

Responsible for processing: the Operator

Purpose of processing Ticketing and access inspection

Additionally, in the event of the piste patrols assisting a User, the former will collect data of a personal nature to ensure the monitoring of their operation and the invoicing of rescue charges.

This data is for the exclusive use of the Operator and the public authority responsible for recovering the rescue costs.

In accordance with the Data Protection Law, the User (or his/her legal representative) has the right to access, correct or delete data for legitimate reasons by writing to the Operator at the following address:

SAP - Service Marketing Vente- BP 57- Immeuble la Cembraie- Plagne Centre- 73 214 Aime Cedex

Responsible for processing: the Operator

Purpose of processing Ticketing and access inspection

In accordance with paragraph 90 of decree n°2005-1309 of 20 October 2005, any person may receive information concerning this paragraph in writing on oral or written request to the afore-mentioned services.

Paragraph 7. CO₂ INFORMATION CONCERNING TRANSPORT SERVICES

In accordance with paragraph L 1431-3 of the transport Code, the Operator publishes below the Co₂ information relating to transport by ski lift:

- The transport CO₂ for a 1-day la Plagne Ticket is 262 g equivalent to a 2 km car journey
- The transport CO₂ for a 1-day Paradiski Ticket is 248 g equivalent to a 2 km car journey
- The transport CO₂ for a 6-day la Plagne Ticket is 1 572 g equivalent to a 12 km car journey
- The transport CO₂ for a 6-day Paradiski Ticket is 1 488 g equivalent to a 12 km car journey

The CO₂ information relating to transport services by ski lift for other Tickets is displayed in the Operator's sales points and on the www.la-plagne.com web site.

For further information, please refer to the following department:

SAP - Service QSE - BP 57 - Immeuble la Cembraie – Plagne Centre - 73214 Aime Cedex

Paragraph 8. TRANSLATION- APPLICABLE LAW-SETTLEMENT OF DISPUTES

Where these general conditions are produced in several languages, it is expressly intended that only the French version of these general conditions is authentic. Accordingly and in the event of difficulty in interpreting/applying any one of the provisions of these general conditions, the French version should be referred to expressly and exclusively.

These general conditions are subject to French law for their interpretation and application.

In the event of dispute over the interpretation or execution of these conditions, recourse may be made to an approved mediation procedure or any other alternative method of settling differences (e.g. conciliation), as provided for in paragraph L133-4 of the consumer code.

If an amicable settlement cannot be reached, the dispute will be brought before the appropriate court by the most diligent party.