

GENERAL SALES TERMS AND CONDITIONS FOR LIFT PASSES

La Plagne Ski Lift Company (SAP)

Public Limited Company with a capital of 2 157 776,00 €

RCS Chambéry n° 076 220 011

Head Office : La Plagne 73210 LA PLAGNE TARENTOISE

Address : BP 57 - La Plagne - 73214 Aime La Plagne Cedex

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

Tel N° : +33(04).79.09.67.00

Email : info@ski-laplagne.com

Ski Lift Company for the ski area of LA PLAGNE,

Insured for professional liability according to the conditions provided by article L220-1 of the Insurance Code with Allianz Opérations Entreprises - 7, Place du Dôme - TSA 21017-92099 La Défense Cedex.

Hereafter called the « Ski Lift Company ».

Article 1. GENERAL CONDITIONS

The current general conditions apply for all ski passes (hereafter called « Lift Pass(es) » sold by the Ski Lift Company and giving access to the ski areas of La Plagne or Paradiski (an area linked to the ski area of les Arcs/Peisey Vallandry operated by ADS Company).

The current general conditions are applicable from September 19th, 2016 and exclusively valid for the current winter season.

The sales terms of Lift Passes valid on the summer season are defined in a separate document.

If any provision in this document becomes null and void, it would be considered as being governed by the current practice in the ski lift industry which head offices are based in France.

The purchase of a Lift Pass implies the knowledge and acceptance by the purchaser, (hereafter called the « Client(s) »), of the whole current general conditions, with no prejudice to their normal legal rights.

It is up to the client to enquire about the Lift Passes and tariffs on offer and to choose the most suitable. The Ski Lift Company cannot be held responsible for the Client's choice.

The Lift Pass is composed of a card on which a ski pass is encoded, and a proof of purchase. The duration of a Lift Pass is given in consecutive days.

ATTENTION :

Each Lift Pass is issued with a proof of purchase stating the ski area and the category (adult, child...) of the lift pass, its expiry date, its keycard number and any insurance taken out.

This proof of purchase must be kept by the Client who must be able to present it to the Ski Lift Company in case of inspection or in support of any request (ex: mountain rescue, loss or theft of a Lift Pass, complaint...).

Article 2. LIFT PASS CARDS

All rechargeable cards issued by the Ski Lift Company can be recharged by the Clients in any Ski Lift Company sales points, at purchase and recharge terminals or on www.skipass-laplagne.com as long as they are not damaged.

If the Client does not have a card, his Lift Pass will be encoded on a new rechargeable chip card called « ski card » of which the unit value is 1€ (VAT included). This card is non-refundable.

This is a rechargeable card that can be used once or several times, over a period of three (3) winter seasons.

No new Lift Pass can be registered while the original Lift Pass encoded onto the card has not run out. If this happens, the initial Lift Pass will be permanently cancelled and the Client cannot claim any damages whatsoever. Only the registering of a ski area upgrade is possible.

Article 3. CLIENT PHOTOGRAPHS

The sale of any Lift Pass like « season passes » requires a recent ID photo of the Client. It must be front view, without sunglasses or head covering.

This photo will be kept by the Ski Lift Company, on its computer ticket base, to facilitate any eventual recharging or issues of the Lift Pass, unless the Client specifically refuses. (cf. paragraph « Protection of personal information data »).

Article 4. TARIFFS AND MEANS OF PAYMENT

4.1 TARIFFS

The Lift Pass, ski card and Carré Neige insurance (cf. www.carreneige.com) are displayed in the Ski Lift Company sales points and on the Internet website www.skipass-laplagne.com. Tariff guides are also available at the ski pass offices as well as at the Tourist offices.

These tariffs are in euros and VAT included : they are calculated using the current tax rates and may be modified if the rates of the relevant taxes vary.

Discounts or free Lift Passes are offered according to the conditions and posted in the Ski Lift Company sales points or on the internet website. Discounts or free Lift Passes purchased from the Ski Lift Company sales points will be granted on presentation of an official proof related to these discounts at the time of the purchase.

No photocopied proof will be accepted. No discounts or free passes will be granted after purchase.

In any case, the age of the Client taken into account is that on the first day that the Lift Pass is valid.

4.2 MEANS OF PAYMENT

All issued Lift Passes require payment of the relevant tariff.

Payment is due in euros, either with a cheque from a French bank account payable to the Ski Lift Company, or in cash, or by credit card accepted by the Ski Lift Company (CB, Visa, Mastercard), or by ANCV holiday vouchers.

For any payment by cheque, a proof of identity will be required.

The absence of total payment by the deadline will lead to ipso jure invoicing of a penalty of up to 15% of the outstanding amount, with a minimum payment of 20€.

Article 5. INTERRUPTION OF THE LIFT SYSTEM

5.1 If the Client opts for a « one day » Lift Pass

For a one day Lift Pass, discounts on tariffs can be given to the client. They are offered by the Ski Lift Company in case of severe weather and severe snow conditions impacting on the opening of the ski lifts (= « bad weather » tariffs).

5.2 If the Client opts for a « two day (or more) » Lift Pass (except for season or non-consecutive days Lift Passes)

Compensation for loss suffered by the Client holding a Lift Pass (except for season or non-consecutive days Lift Passes) will be given if the interruption lasts longer than half a day and more than 50% of the ski lifts are closed over the period during which the interruption occurs and to which the lift pass gives access to and except for a case of force majeure.

In that case, a compensation request form will be provided by the Ski Lift Company Customer services or in the Ski Lift Company sales points.

Compensation will only be given for Lift Passes that Clients have acquired from the Ski Lift Company and have paid a full price for.

The compensation is calculated according to the number of days where the client could not use their Lift Pass due to temporary closure of the ski lifts : the last day taken into consideration for compensation is the expiration day of the Lift Pass in question.

This compensation may take one of the following forms that the Clients may choose (this choice is irrevocable and may not be called into question for any reason whatsoever) :

1. An immediate extension of the validity duration of the Lift Pass in question by the issue of a new Lift Pass (starting the day after the initial Lift Pass expires or starting the first day the ski lift service resumes if this date is later than the original date) ;
2. Obtaining a credit to be used by the end of the second winter season after the season underway (N+1). This credit is in the name of a specific person, personal and non-transferable. This credit is for an amount calculated pro rata to the number of days of interruption of the ski lifts.

3. Deferred reimbursement calculated pro rata to the number of days of interruption of the ski lifts. (For example : where more than fifty per cent (50%) of the ski lifts as defined above are stopped for three (3) days, a Client holding a six (6) day Lift Pass will be reimbursed three sixths of the purchase price of their Lift Pass)

No compensation will be granted before the Lift Pass in question expires.

The Client cannot expect any sum or service over and above the chosen compensation.

The request for compensation, accompanied by supporting documentation (proof of purchase original receipt and compensation request form stating the chosen form of compensation), must be submitted or sent to the Ski Lift Company, according to the procedure defined in article 7 below.

Compensation will be issued within two (2) months following the receiving of all the items relevant to the request for compensation.

NB : This compensation procedure is not applicable to the first and the last week of the winter season, given that special tariffs are already in existence and validated by the Ski Lift Company during these periods.

Article 6. REIMBURSEMENTS

In the event where a Lift Pass is not used or only partially used, it will neither be refunded nor exchanged, except for conditions such as those mentioned in article 5 here-above.

Daily non-consecutive Lift Passes must be used before the end of the current season. Beyond that time, they can no longer be used, refunded or extended.

Special insurance can be taken out to cover this risk, as well as any possible rescue costs in the event of an accident on the slopes or on the ski lifts. All information about it is available at the Ski Lift Company sales points.

Article 7. COMPLAINTS

Any complaint should be addressed to the Ski Lift Company within two (2) months following the date of the event in question related this complaint, without prejudice to any right of action, and legal time limits to act in court.

Any complaint should be sent to the following address : SAP - Service Relation Clientèle - BP 57- La Plagne - 73214 AIME LA PLAGNE Cedex.

Article 8. INTELLECTUAL PROPERTY

The Client has no right of ownership or usage and cannot use the names, symbols, emblems, logos, trademarks, copyright or other signs or other rights of literary, artistic or industrial ownership.

Article 9. PROTECTION OF PERSONAL INFORMATION DATA

All the information requested by the Ski Lift Company for the processing of a Lift Pass is mandatory. If one or several compulsory information is missing, the Lift Pass cannot be processed.

All data is for sole use by the Ski Lift Company.

Some data (address, email, tel...) may also be requested to the Clients by the Ski Lift Company for commercial offer sendings, according to the rules laid down by the LCEN law dated 21/06/2004.

In accordance with the law concerning computer data information and liberty, Clients (or their legal representatives) have a right to access, correct and oppose data which concerns them, (notably concerning the conservation of photos sent by electronic mail or in reply to commercial offers) by writing to the Ski Lift Company at the following address :
SAP - Service Marketing Vente - BP 57 - La Plagne - 73214 AIME LA PLAGNE Cedex.

Data processing manager : the Ski Lift Company

Treatment process : Ticket sales and marketing

In accordance with article 90 decree n°2005-1309, dated October 20th 2005, all persons may receive the information contained in this paragraph in writing, by simple oral or written request to the relevant service.

Article 10. TRANSLATION - APPLICABLE LAW - LITIGIOUS SETTLEMENTS

If these current general conditions have been printed in several languages, it is expressly understood that the French version of these general conditions is the authentic legal version. In consequence and if there is a problem in interpretation and application of one of the points in these general conditions, the French version should be used as reference.

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

Should there be a dispute over the interpretation or execution of this document, there is the option of conventional mediation or any other form of settling disputes (e.g. conciliation), as provided for in article L211-3 of the Consumer Code, in order to start a mediation way, the Client should contact The médiateur du Tourisme et du Voyage (MTV Médiation Tourisme Voyage, BP 80 303, 75823 Paris Cedex 17), following the information on the website www.mtv.travel during a maximum time limit of 1 year starting the receipt of his require to the Ski Lift Company.

If not out of court settlement can be found, the litigation will be brought by the most diligent party and judged by a competent court of justice.