

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

La Plagne resort Development Company (SAP)

Public limited company with capital of €2,157,776.00

Chambéry Company Trade Register (RCS) no.: 076 220 011

Registered office: Plagne Centre- La Plagne- 73210 LA PLAGNE TARENTEISE, FRANCE

Postal address: BP 57 La Plagne - 73214 Aime la Plagne Cedex, France

Intra-community VAT no.: FR 05 076 220 011

Telephone no.: +33(0)4.79.09.67.00

Email address: info@ski-laplagne.com

Registered with ORIAS as an intermediary insurance agent under the number 18005294 (www.orias.fr).

Insured for professional liability under the conditions provided by Article L220-1 of the Insurance Code, with Allianz

IARD - 1, cours Michelet - CS 30051 - 92076 Paris Defense Cedex, France

Operator of the LA PLAGNE ski area,

Hereinafter referred to as the "Operator".

Article 1. GENERAL INFORMATION

The present general terms and conditions apply to all ski lift Passes (hereinafter referred to as "Pass(es)") sold by the Operator, which allow access to the ski areas of La Plagne or Paradiski (space linked to the Arcs/Peisey-Vallandry ski area, operated by the company ADS).

The present general terms and conditions are applicable from 26 November 2018 and valid exclusively for the winter season.

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

The present general terms and conditions are supplemented by the General Terms and Conditions of Use of Ski Lift Passes, attached.

Online purchases (on the website, tablets, automatic kiosks or mobile phone application) are also subject to the Specific Terms and Conditions of Online Sales posted at the corresponding sales channel.

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

The acquisition of a Pass implies that the individual (hereinafter referred to as "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 of the categories of Passes and proposed tariffs and to select the most suitable option. Under no circumstance shall the Operator be held liable for the Client's choice.

The **Pass** is composed of a **physical medium** encoded with the **ski pass** and a **proof of purchase**.

The duration of a Pass stating the number of days implies "consecutive days" of a specific dated period.

Other Passes that may be available for purchase:

- “Non-Consecutive Days Passes”: Their period of validity is the ongoing winter season. At the end of the season or specified period, if the credit of days has not been completely used, the remaining credit cannot be carried over to a later date, nor refunded or exchanged.
- “Consecutive Hours Passes”: The number of hours is deducted without interruption, in a continuous manner, from the first access point of the first ski lift. If, upon the closing of the ski lifts, the credit of hour(s) has not been completely used, the remaining hour(s) credit or fraction thereof cannot be carried over to a later date, nor refunded or exchanged.

The Operator, in its capacity as an Intermediary Insurance Agent, proposes the purchase of a "Carré Neige" insurance contract to the Client, in addition to the Pass purchase. This contract is subject to the insurance conditions, which the Client may consult at points of sale or download either directly from its website: www.carreneige.com or through a hypertext link on the Operator's website (www.skipass-laplagne.com).

IMPORTANT:

The issuance of each Pass results in a **proof of purchase**, which states the ski area and category (adult, child...), the validity period, the **WTP number** of the **ski lift pass** and, if applicable, the insurance contract number.

This proof of purchase must imperatively be retained by the Client, who must be able to present it to the Operator upon demand in case of inspection or specific circumstances (e.g. emergency, loss or theft of Pass, misuse, complaint).

Article 2. PHYSICAL MEDIUM OF PASSES

All rechargeable physical medium issued by the Operator and in proper working order can be recharged by the Client at physical points of sale of the Operator, on automatic kiosks for purchasing and recharging, at www.skipass-laplagne.com, on "easy pass" tablets or through the mobile application "Paradiski Yuge".

If the client does not have a physical medium, the Pass is encoded on a new rechargeable card with chip, referred to as the "ski card", at the cost of one Euro, all taxes included (€1 incl. all taxes) per unit.

This physical card is non-reimbursable.

It is rechargeable and reusable once or several times for a maximum of five (5) years.

The title-holder of a physical medium does not benefit from any reduction on the price of the ski lift pass if recharged at a point of sale or online.

Article 3. PHOTOGRAPH OF THE CLIENT

To obtain any type of "season" Pass, the Client must submit a recent form of photo identity, showing the Client's face, frontal view, without sunglasses or head covering.

The photo will be kept by the Operator in the computer ticketing system to facilitate any possible recharging or reissuing of the Pass, on the condition of the Client's prior consent (see "Protection of Personal Data").

Article 4. TARIFFS & PAYMENT METHODS

4.1. TARIFFS

The public tariffs for ski passes, the physical "ski card" and Carré Neige insurance are posted at the Operator's points of sale and on the website www.skipass-laplagne.com. Price lists are also available at the points of sale and Offices of Tourism.

These tariffs are expressed in Euros per person and include all taxes, established based on current applicable taxes and are subject to any changes in tax rates that may occur.

Discounts and complementary products are offered to various categories of persons according to the conditions posted at points of sale or on the website.

At points of sale, discounts or free passes are granted upon presentation of official documentation justifying the special price at the time of the purchase.

Photocopies of identification documents will not be accepted.

No discounts or complementary products shall be granted after purchase.

All discounts will be applied based on the "solo or individual adult fare" and cannot be combined with any other offer or promotion in progress.

Moreover, certain offers or promotions may be exclusively available and/or reserved for specific sales channels (e.g. website, mobile phone application).

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

4.2. PAYMENT METHODS

All issued Passes require payment of the corresponding tariff.

These payments are to be made in Euros either by cheque drawn from a French bank account, payable to the order of the Operator, in cash within regulatory limits (see Articles L112-6 and D112-3 of the Monetary and Financial Code), by bank card accepted by the Operator (French bank card, Visa or Mastercard in euros or foreign currency) or by holiday vouchers of the ANCV (French National Holiday Voucher Agency).

For all payments by cheque, the presentation of a valid identity document in the name of the chequebook holder is required.

Article 5. INTERRUPTION OF SKI LIFT OPERATION

5.1. If the Client chooses a "4 hours" or "1 day" Pass

The Operator offers reduced rates on the "4 hours" or "1 day" Pass, in the event of bad weather or snow conditions that have a significant impact on ski-lift operating conditions. (See the conditions at checkout point).

5.2. If the Client chooses a "Stay" Pass (= 2 days or more, not including "season" passes and non-consecutive-days Passes).

Only in the case of an **interruption of more than four (4) consecutive hours AND interruption of over fifty percent (50%) of the ski lifts** to which the Pass provides access - and except in cases of force majeure - will the Operator consider compensation for damage incurred by the Client, titleholder of a "Stay" Pass.

In this case, the Client can obtain a compensation request form from the Operator's reception desks or points of sale or available at <https://ticketoski.fr/fr/la-plagne>.

Once the qualifying factors outlined in paragraph one of this section have been established, compensation is determined according to the number of days during which the Client could not use his Pass due to the interruption of service; the last day taken into consideration in all cases shall be the expiration day of the validity of the Pass in question.

The client may choose compensation among the options listed below (this choice is irrevocable and cannot be called into question for any reason whatsoever):

1. **Extension** of the period of validity of the Pass concerned by issuing a new Pass, of the same type and of a duration equal to the number of compensable days as defined above (which shall begin on the day after expiration of the initial Pass, or from the first day of the resumption of service, if later than this date).

2. Receipt of a **credit voucher**, which must be used before the end of the winter season following the ongoing Season (S +1). The credit is issued in the form of a Pass equivalent to the number of compensable days as specified above.
3. **Reimbursement**, calculated on a pro-rata basis, according to the number of days the ski lifts were interrupted. For example, in the case of an interruption of more than fifty percent (50%) of the ski lifts as indicated above for a period of three (3) days, the Client, titleholder of a Six (6) days Pass will be reimbursed for 3/6^{ths} of the purchase price of his Pass.

The Client cannot claim any sum or benefit exceeding the chosen compensation.

The compensation request, accompanied by the relevant documents (the original or scan of the Pass and proof of purchase), must be provided to the Operator, in compliance with the procedure defined in Article 7 below.

Compensation shall be awarded no later than two (2) months following the receipt of all documents relating to the compensation request.

NB: This compensation procedure is not applicable during the first week and last week of the winter season, since reduced rates are already offered by the Operator during these periods.

NB: Only Passes which Clients obtained from and paid for directly to the Operator may result in compensation. In all other cases, the Client must refer to the General Conditions of Sale of the entity from whom the Pass was purchased.

Article 6. REIMBURSEMENT

If Passes issued are unused or not fully consumed, they cannot be reimbursed or exchanged, except in circumstances detailed in Article 5 above.

The Client may subscribe to specific insurance which covers this type of risk and may also cover rescue fees in the event of an accident on the ski slopes or ski lifts. All related information is available at points of sale.

Article 7. COMPLAINTS

All complaints must be addressed to the Operator within a period of two (2) months following the beginning of the occurrence that prompted the complaint, without prejudice to recourse and deadlines of mediation and/or without pursuing legal action defined in article 10.

All claims must be sent to the following address: *SAP- Service Relation Clientèle- BP 57 – La Plagne- 73214 AIME LA PLAGNE Cedex, FRANCE* or on the internet at the address <https://ticketoski.fr/fr/la-plagne>.

Article 8. INTELLECTUAL PROPERTY

The Client acquires no ownership or user rights and is prohibited from using the names, signs, symbols, logos, brands, copyright or other literary, artistic or industrial property rights of the Operator.

Article 9. PROTECTION OF PERSONAL DATA

Personal data collected during the sale of ski Passes is processed with the purpose of:

- Processing the order. The use of data is necessary to execute the sales contract that the Client concludes with the Operator;
- Sending the Client promotional offers, newsletters, invitations to participate in games or contests and satisfaction surveys. Messages sent by the Operator are based on the legitimate interest of the latter to develop its activities; messages sent by the Office of Tourism of La Plagne, or by commercial partners of the Operator and its affiliated companies (Groupe Compagnie des Alpes), process the data based on the Client's consent.

- Responding to inquiries, comments and complaints filed by the Client. This usage is based on the Client's consent.

All data requested by the Operator for issuing the Pass is compulsory. Providing other information is optional.

The data processing is carried out under the responsibility of the Operator, represented by Mr Nicolas PROVENDIE, General Director, whose contact details are indicated in the header of these General Terms and Conditions.

The collected data is intended for:

- The Operator;
- All providers whose involvement is required for carrying out the processing mentioned above;
- The Office of Tourism of La Plagne, commercial partners of the Operator and affiliated companies (Groupe Compagnie des Alpes), if the Client has granted consent.

The 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 Operator.

The data is kept for the following periods of time:

- Data collected to process orders for products and services: for five years from time of collection if the amount of the order is inferior to €120, for ten years if the amount of the order concluded electronically is equal to or greater than €120. By exception, the number and expiry date of the Client's bank card are kept on file 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.

- Photographs necessary for the purchase of a Pass requiring a photo are kept for three years from the date of collection, to facilitate the reissue of the Pass from one season to another, provided the Client has granted prior consent;
- Data collected to send the Client newsletters, satisfaction surveys and promotional offers is kept for three years from the time of collection. At the end of this period, this data is retained for a further period of three years if the Client agrees to continue to receive newsletters, satisfaction surveys and promotional offers from the Operator.
- Data collected to respond to requests for information, comments and claims sent by the Client is kept during the 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, accidental loss, accidental alteration, unauthorised disclosure or unauthorised access, the Operator has implemented 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, physical means of 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 it transferred to a third party, to impose a limitation of its usage or refuse its usage. The Operator will consent to this request, subject to compliance with legal obligations incumbent upon it.

The Client has 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 postal letter sent to the following address: SAP – Service Protection des données personnelles – BP 57-73214 AIME LA PLAGNE Cedex, France; or
- By sending an email to the following address: privacy.sap@compagniedesalpes.fr

In the interest of confidentiality and protection of personal data, the Operator must be able to verify the identity of the Client in order to respond to a request. To this end, the Client must provide, taking into account the exercise of the aforementioned rights, a photocopy of an official identity document, mentioning date and place of birth and bearing his signature, in accordance with the provisions of the law no. 78-17 of 6 January 1978, known as the "Loi

Informatique et Libertés" (French Data Protection Act), article 92 of the decree of 20 October 2005 cited for the application of this law, and of the European regulation 2016/679 of 27 April 2016 on the protection of natural persons regarding the processing of personal data and the free sharing of such data.

Finally, the Client reserves the right to file a complaint with the CNIL (French Data Protection Authority) if the Client considers 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 90 of Decree no. 2005-1309 of 20 October 2005, the Client can receive a written response regarding the information detailed above, upon simple verbal or written request, addressed to the aforementioned entities.

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 current contractual relationship, in accordance with Article L 223-2 of the Consumer Code. (<http://www.bloctel.gouv.fr>).

Article 10. 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, and in the event of difficulties of interpretation/application of any of the provisions of the present general terms and conditions, the French version should be expressly and exclusively referred to.

The present general terms and conditions are subject to French law for all interpretation and application. In accordance with Article L 211-3 of the Consumer Code, should there arise a dispute regarding the validity, interpretation or application of these terms and conditions, the Client has the right to free recourse to a conventional mediation procedure, or any other alternative means of dispute resolution. We inform the Client of his right to a process of mediation, conducted by the **Tourism and Travel Mediator**, according to conditions described on the website www.mtv.travel (MTV Médiation Tourisme Voyage, BP 80 303, 75823 Paris Cedex 17, France), within one (1) year of the date of the written complaint sent to the Operator.

In addition, an online dispute resolution platform is available on the internet at the following address: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>.

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 the contract or where the injurious event occurred (Article R. 631-3 of the Consumer Code).

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La Plagne resort Development Company (SAP)

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Registered with ORIAS as an intermediary insurance agent under the number 18005294 (www.orias.fr),

Insured for professional liability, under the conditions provided by Article L220-1 of the Insurance Code, with Allianz

IARD - 1, cours Michelet - CS 30051 - 92076 Paris Defense Cedex, France,

Operator of the LA PLAGNE ski area,

Hereinafter referred to as the "Operator".

Article 1. GENERAL INFORMATION

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 area of La Plagne or Paradiski (space linked to the ski area of Les Arcs/Peisey-Vallandry, operated by the company ADS).

The present general terms and conditions shall be applicable from 26 November 2018 and valid only for the winter season.

The Terms and Conditions of Passes valid for the summer season are defined in a separate document.

The present general conditions are supplemented by the General Terms and Conditions of Sale of the entity that engages in the sale of the Pass to the User.

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

The acquisition of a Pass 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.

IMPORTANT:**The User must imperatively conserve:**

- The **proof of purchase** issued during the purchase from the Operator.
This proof of purchase mentions the ski area and category (adult, child etc.), its validity period, the "WTP number" of the ski pass and, if applicable, any insurance subscription.
- The "**WTP number**" mentioned on the Pass if purchased from a Distributer.

The User will be asked to present the pass in the event of an inspection by the Operator as well as to respond to any request (e.g. emergency, loss or theft of a Pass, complaint) by the Operator or the Company ADS, if applicable.

The Pass is strictly personal and non-transferable, unless the Pass corresponds to the shortest duration on the price list. The User is therefore responsible for keeping his Pass to ensure it cannot be used by a third party.

Article 2. INSPECTION OF PASSES

Every Pass shall be used for a predetermined validity period and age category. The information on the card regarding the validity of the Pass has no contractual value. Only the information contained on the chip of the physical medium shall be binding.

All Passes allow free usage of the ski lifts in the authorised ski area during the validity period issued, without any priority whatsoever.

The validity area of the Pass is defined on the slopes/piste map for the ongoing winter season and during the ski lift opening hours, posted at the Operator's points of sale and/or at the ski lift departure area, subject to meteorological and snow conditions.

The Pass (accompanied by the proof of purchase) must be kept on the User during all transport via ski lift, from departures through arrivals, so it can be detected by the automatic control system or presented to any Inspector, duly appointed by the Operator or the company ADS, who reserves the right to such verification.

Should an Inspector observe the User's absence of a Pass, the usage of an invalid Pass or a User disregarding the policy regulations displayed at ski lift points, the offender can regularise the situation through an immediate transaction of payment of a lump sum in addition to applicable fees for the ski pass.

This lump sum can equal up to **five (5) times the value of the day ski Pass, in accordance with 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).

Inspectors can demand the presentation of all documents justifying the tariff benefits granted to the User and Pass-holder in case of a reduced tariff or complementary Pass. The various age categories are systematically verified at ski lift points, signified by different illuminated colours.

If the offender refuses or is unable to justify his identity, the inspector shall immediately report the fact to any competent officer of the national police or national gendarmerie of the appropriate jurisdiction, who may in turn ask the inspector to bring him forth immediately.

The procedure described in the preceding paragraph shall be terminated immediately if the offender proceeds to pay all the required fees related to the transaction. In this case, a receipt of payment will be given to him.

The offender has a limited time, as provided by law:

- To settle the amount of the transaction which includes:
 - o A possible payment for the Ski Pass;
 - o The lump sum payment;
 - o Administrative fees, in accordance with the provisions of article 529-4 of the Code of Criminal Procedure;
- Or to send a letter of contestation to the Operator.

If payment is not made within the legal deadline and a contestation is not filed, the offender is subject to criminal prosecution 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, used by a third party...) shall result in its immediate withdrawal and, if required, the filing of legal proceedings.

Article 3. DEFECTIVE PHYSICAL MEDIUM OF PASSES

User instructions:

To facilitate the transmission of information encoded while passing through control terminals, the Pass must be worn on the left side and, preferably, separate from a mobile phone, keys and any item made wholly or partially of aluminium.

The physical medium must not be bent, perforated or placed near a heat source.

In case of a failure to function or a technical anomaly of the "ski card" (for five years), the Operator who issued the Pass will replace the physical medium, at the Operator's cost, from the date of return of the former card to one of the Operator's points of sale.

However, after verification, if the defectiveness of the Ski-Card is due to mishandling by the User (e.g. disregarding the user instructions), the Operator shall charge the User processing fees described in Article 4.

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

The User must send his request to ADS in accordance with the General Terms and Conditions of Use of Ski Lift Passes established by the latter.

Article 4. LOSS OR THEFT OF PASSES

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

Therefore, in case the lost or stolen Pass was issued by ADS, the request cannot be processed by the Operator.

The User must send his request to ADS in accordance with the General Terms and Conditions of Use of Ski Lift Passes established by the latter.

In case of a loss or theft of a Pass of a residual duration equal to or greater than four (4) hours, the User can obtain a duplicate from the Operator, if he fulfils the following conditions:

4.1. Declaration of loss and information to provide

Case #1: For Users having obtained and paid for the Pass directly from the Operator

The User must provide the **proof of purchase** (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 #2: For Users having obtained the Pass from a distributor (i.e. lodging agency, tour operator)

The User must provide the Operator with the **WTP number**, which appears on the physical medium of his Pass.

This User, who has no proof of purchase issued by the Operator, must imperatively write down and keep the number, upon the issuance of his Pass by the distributor.

The User must then declare the loss at one of the Operator's points of sale, indicating:

- The last name, first name and telephone number of the User
- The WTP number
- The dates and duration of validity of the lost or stolen Pass.

4.2. Processing fees

To obtain the issuance of a duplicate, the User must also pay the applicable processing fee of the amount posted at the Operator's points of sale.

4.3. Issuing a duplicate

Any Pass officially declared by the User as lost or stolen to the Operator will be deactivated by the latter and no longer allow access to the ski area.

Subject to regulatory verifications, the same day the declaration of loss/theft is submitted to a point of sale of the Operator before the closing time of the latter, the User may pick up a duplicate (valid for the remaining time of the Pass) from the same point of sale.

PLEASE NOTE: Any Pass with a residual duration of less than four (4) hours, declared lost or stolen, regardless of its physical medium, cannot result in the issuance of a duplicate. The same applies to other Passes for which the User cannot provide the information required for duplicate issuance (see article 4.1 above), and the User is prohibited from engaging in any legal recourse against the Operator.

Article 5. RESPECT OF SAFETY REGULATIONS

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

The same applies to the municipal decree relating to safety regulations for ski slopes; the User is recommended to familiarise himself with the "10 rules of good conduct for ski slope users" published by the International Ski Federation (FIS).

Article 6. PROTECTION OF PERSONAL DATA

User transport:

Personal data of User transport is collected for the management of access operations for ski lifts and for the verification of Passes.

This data processing is based on a contract of transport to which the User is a party.

Collected data is intended for the Operator, and, where applicable, for the company ADS in its capacity as operator of the linked ski area.

The collected data is kept for the time required to achieve the above-mentioned purposes.

Verification of Passes:

The personal data collected by Inspectors during Pass verifications are the subject of processing related to the follow-up of the infringements recorded within the framework of the police of public land transport services. The processing is based on the legitimate interest of the Operator to fight fraud.

All the information collected by the Operator for the treatment mentioned above is mandatory.

The data collected is intended for the Operator and, where appropriate, exclusively for prosecutorial authorities.

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

- In the event of the lump sum payment, the data relating to offenders and offenses is deleted when the payment is made.

This data, however, may be archived on an independent external database, accessible exclusively to authorised agents of the Operator and for specific requests, for a maximum additional period of two years from the confirmed payment of the sum(s) due.

- In the case of non-transactional offenses, data on offenders and recorded offenses are retained for up to twelve consecutive months to determine whether the committed offense is provided for in Article L. 2242-6 of the Transport Code. This data is also

archived on an independent external database, accessible only to authorised agents and for specific requests, for an additional maximum of two years from the conclusion of the twelfth month in the computer database.

Rescue operations:

The personal data collected on the rescue file during the intervention of the first-aid ski patrol to aid a User, are subject to processing intended for the administrative follow-up of the accident, the invoicing of the expenses of assistance and the handling of any resulting dispute.

This processing is based on the legitimate interest of the municipality or municipalities concerned, who authorised the Operator to implement a rescue patrol service in the ski area and to recover related costs.

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

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

Common provisions:

All the data processing mentioned above is carried out under the responsibility of the Operator, represented by Mr Nicolas PROVENDIE, 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 Client can obtain additional information on the sharing of data 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 an identification/password system, physical means of 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 postal letter sent to the following address: SAP– Service Protection des données personnelles – BP 57-73214 AIME LA PLAGNE, FRANCE; or
- By sending an email to the following address: privacy.sap@compagniedesalpes.fr

In the interest of confidentiality and protection of personal data, the Operator must be able to verify the identity of the User in order to respond to his request. For this purpose, the User must provide, taking into account the exercise of the aforementioned rights, a photocopy of an official identity document, mentioning date and place of birth and bearing his signature, in accordance with the provisions of law n° 78-17 of 6 January 1978, known as the "Loi Informatique et Libertés" (French Data Protection Act), Article 92 of the decree of 20 October 2005 for the application of this law, and the European regulation 2016/679 of 27 April 2016 on the protection of natural persons regarding the processing of personal data and the free sharing of such data.

Finally, the User has the right to file a complaint with the CNIL (French Data Protection Authority), if the Client 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 90 of Decree no. 2005-1309 of 20 October 2005, the User can receive the information presented above in written form, upon simple verbal or written request addressed to the aforementioned services.

Article 7. CO² REPORTING FOR TRANSPORT SERVICES

In application of Article L 1431-3 and D1431-1 to 1431-23 of the Transport Code, the Operator shall provide notification of the following CO² information regarding ski lift transport:

- The CO²e transport for a La Plagne 1-day Pass is 30.31 g CO²e, equivalent to a car route of 0.22 km;
- The CO²e transport for a Paradiski 1-day Pass is 27.5 g CO²e, equivalent to a car route of 0.20 km;
- The CO²e transport for a La Plagne 6-day Pass is 182 g CO²e, equivalent to a car route of 1.32 km;
- The CO²e transport for a Paradiski 6-day Pass is 165 g CO²e, equivalent to a car route of 1.20 km.

Method of calculation: 6g CO²e /kwh /100% renewable energy /diesel fuel car 140g/km (class C, current average).

For further information, please contact: *SAP - Service Prévention des Risques - BP 57 - Plagne Centre - 73214 Aime la Plagne Cedex, France.*

Article 8. 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, and in the event of difficulties of interpretation/application of any of the provisions of the present general terms and conditions, the French version should be expressly and exclusively referred to.

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

In accordance with 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, or any other alternative means of resolving a dispute. We inform the Client of his right to a procedure of mediation, conducted by the **Tourism and Travel Mediator**, according to the conditions detailed on their website www.mtv.travel (MTV Médiateur du Tourisme et du Voyage: BP 80 303, 75823 Paris Cedex 17, France), within one (1) year of the date of the written complaint sent to the Operator.

The User can also contact the European Dispute Resolution Platform, accessible on the internet at the following address: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>.

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).

**SPECIFIC TERMS AND CONDITIONS
OF ONLINE SALES OF SKI LIFT PASSES**

SAP (La Plagne resort Development Company)

Public limited company with capital of €2,157,776.00

Registered office: Plagne Centre- La Plagne- 73210 LA PLAGNE TARENTEISE, France

Postal address: BP 57 La Plagne- 73214 Aime la Plagne Cedex, France

Chambéry Company Trade Register (RCS) no.: 076 220 011

Intra-community VAT no.: FR 05 076 220 011

Telephone no.: +33(0)4.79.09.67.00

Email address: info@ski-laplagne.com

Registered with ORIAS as an intermediary insurance agent under the number 18005294 (www.orias.fr),

Insured for professional liability under the conditions provided by Article L220-1 of the Insurance Code, with Allianz IARD - 1, cours Michelet - CS 30051 - 92076 Paris Defense Cedex,

Operator of the LA PLAGNE ski area,

Hereinafter referred to as *the "Operator"*.

Article 1. GENERAL INFORMATION

The present terms and conditions shall be valid **from 26 November 2018**.

The validation of an order placed online

- Either at www.skipass-laplagne.com (hereinafter referred to as the "Website");
- Or on the "easy pass" touchpad tablets at the client's disposal at certain points of sale;
- Or on automated kiosks for purchasing/recharging at the client's disposal at certain points of sale;
- Or through the mobile application "Paradiski Yuge",

implies acceptance by the individual (hereinafter referred to as the "Client(s)") of the present Specific Terms and Conditions of Online Sales.

Should any provision herein be found lacking, it shall be considered governed by the current applicable practices in the online sales sector and for companies with registered offices located in France.

The present terms and conditions supplement the "General Terms and Conditions of Sale of Ski Lift Passes" and "General Terms and Conditions of Use of Ski Lift Passes" (hereinafter referred to as "Pass(es)"), posted at all points of sale and available online.

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

All documents of these conditions are made available to Clients, who can download or print them.

Legally binding information of the present terms and conditions is presented in French.

Article 2. PRODUCTS OFFERED

Online sales allow Clients to buy a "ski-card" physical medium (Reminder: the physical medium costs €1 all taxes included) and/or to register or recharge a ski lift pass on the physical medium.

These "hands free" Passes, loaded on physical rechargeable cards embedded with a chip, allow Clients to activate the turnstile terminals access to the ski lifts.

“Easy pass” tablets and/or purchasing and recharging kiosks are made available to Clients at certain points of sale or at resort partners’ sites. The locations of the latter are published on the Website.

They allow the purchase or recharging of the Passes mentioned on these machines. For the first purchase, a physical support for the ski card is made available to Clients at these points of sale.

The mobile application "Paradiski Yuge" allows Clients to only to recharge certain pre-defined Passes.

The Client must already be in possession of a physical "ski card" to benefit from this service.

The list and the characteristics of the different Passes offered for purchase and/ or recharging (geographical area, validity period...) are presented on the specific price list of each sales channel and available at the latter.

All Passes remain available at the physical points of sale of the Operator.

Reminder: The Pass consists of a physical medium encoded with a ski lift pass and **proof of purchase**, sent by email upon confirmation of the online purchase or recharging of the Pass. (hereinafter "Proof of purchase").

NB: In order to benefit from the "loss or theft of Passes" procedure defined in article 4 of the General Terms and Conditions of Use of Ski Lift Passes, the Client must imperatively provide the Operator with this Proof of Purchase.

Article 3. ONLINE ORDER PROCEDURES

The order can only be registered on the Operator’s website if the Client has clearly identified himself

- Either by entering his access code (login + password), which is strictly personal,
- Or by completing the online form, allowing him to obtain an access code.

On the touchpad tablets and purchasing/recharging terminals, the Client can complete an order by entering his email address (without creating a client account).

To use the mobile application "Paradiski Yuge", the Client must first create a client account.

The Client can verify the order details and total price and correct any possible errors before official validation of the order (Article 1127-2 of the Civil Code).

To finalise the Order, the Client must be aware of the present Terms and Conditions as well as the General Terms and Conditions of Sale and the General Terms and Conditions of Use of Ski Lift Passes, accept them and proceed with payment according to the procedures described in Article 4.

The Operator will confirm the order with the Client through an email, which will contain a recapitulation of all the products the Client has validated in the order. It shall constitute the **Proof of purchase**.

Except in cases of online recharging referred to in Article 7 or the retrieval of Passes at kiosk machines (see article 6), complete online orders (including payment and photograph) must be done on the Operator’s website **no later than the tenth day before the first day of validity of the Pass** so that the Client can receive the Pass(es) at his home address.

However, complete online orders (including payment and photograph) can be finalised on the Operator’s website **up to the day preceding the first day of the Pass validity**.

In this case, the Client must pick up the Pass at an Operator’s point of sale chosen at the time of the order, taking into account the opening hours of the points of sale, posted on the Website.

All orders imply acceptance of the description of services and tariffs.

Article 4. TARIFFS AND METHODS OF PAYMENT

4.1 Generalities

Prices indicated are in Euros inclusive of all taxes and take into account applicable VAT rates on the date the order is placed.

When placing an order online, the Client declares to be the title-holder of official documents justifying the tariff advantages from which the Client may benefit.

It is specified that shipping costs are offered by the Operator.

The price of the online order is due when the order is placed, except if the Client should choose to pay in three interest-free instalments, if the order is placed during the indicated period and under the conditions specified in article 4.2 below. Payments must be made in euros by credit card.

The payment by bank card is a secured transaction (through Lyra Network/ PayZen for the Website and MPos for the "easy pass" tablets), which guarantee the confidentiality of payments. The operation is completed by immediate virtual payment via an electronic payment terminal.

At purchase/recharging kiosks, payment is carried out by means of an automatic payment terminal.

At no point in time is the Operator aware of the bank card numbers the Client must provide. The Operator is only notified by the bank that a transfer corresponding to the amount of the order has been credited to its account.

On the Website, payment by holiday e-cheques is also accepted by the Operator.

4.2. Payment in three interest-free instalments (valid until 30/11/2018): exclusively via the Website

In case of a purchase before November 30th, 2018 of one or more Passes for a minimum total amount of €500.00 inclusive of all taxes, the Client (who must be major) has the possibility of paying for his purchase in three interest-free instalments. For this, he must choose the corresponding option during the ordering process. At that time, half the price of the order is deducted. The second payment of one-quarter of the price is debited one month later, using the bank card number which the Client provided at the time of the order. The remaining balance is deducted one month after the second debit, again on the same bank card.

Example: For an order of a total amount of €600.00 (all taxes included) placed on November 10th, 2018, the first payment of €300.00 will be deducted on November 10th, 2018, the second payment of €150.00 will be deducted on December 10th, 2018, and the third payment of €150.00 will be deducted on January 10th, 2019.

Annual Total Effective Rate (APR): 0%.

Total amount due: €600.00

In order to benefit from this offer, the Client agrees to provide information regarding his bank card via the PayZen platform (secure website). The Client expressly commits to ensuring that his card will remain valid until the last payment debited as described above, and ensures that each payment does not exceed the maximum amount authorised by his bank.

All orders placed from December 1st, 2018 require immediate payment in full (see provisions of Article 4.1 above).

Article 5. ACKNOWLEDGMENT OF RECEIPT BY OPERATOR

5.1. Immediate payment in full

Confirmed orders paid by bank card will be confirmed only after authorisation from the client's banking establishment when the order is placed.

If bank authorisation is declined by the Client's bank, the order process will be cancelled.

Once the online order is confirmed by the Client, the Operator will acknowledge receipt of the order by email, which shall constitute the Proof of purchase and includes a recapitulation of the order and the receipt.

5.2. Payment in three (3) interest-free instalments (valid until 30/11/2018) exclusively via the Website

Orders paid by credit card and confirmed will be the object of agreement on the part of the Client's banking establishment for one-half of the total amount (all taxes included) of the order during the placing of the latter.

If the bank authorisation is declined by the Client's bank for one-half of the total amount of the order, the order process will be cancelled.

Once the order has been completed on the Website and confirmed by the Client, the Operator will acknowledge receipt of the order by email, which shall constitute the confirmation of the order and the Proof of purchase, which includes a recapitulation of the order and the receipt.

Retention of title clause:

In the case of payment in three (3) interest-free instalments, the Passes shall remain the property of the Operator until the full payment of their cost is completed, but the Client shall become liable upon the physical delivery of the Pass.

In the event of an incident involving the second or third instalment, the total amount of the corresponding order will be due immediately. Should the Client fail to pay the corresponding amount, the Operator reserves the right to invoke the retention of title clause (see above) to recover the Passes.

Article 6. DELIVERY OF THE ORDER AND PICK-UP

Except in the event of online recharging referred to in Article 7, the Client who places an order online may choose:

- Either home delivery to the address indicated by the Client for this purpose

Except in the event of force majeure, the Operator commits to delivering the Passes by postal mail **four days at the latest before the Passes' first day of validity** (attested by the postmark date).

Or to pick up the Pass(es) at the Operator's point of sale chosen by the Client, from the start of the first day of the validity of the Pass in question, taking into account opening hours. The copy of the **Proof of purchase** will then be requested by the services of the Operator and an official valid identification document. Otherwise, the ordered Passes cannot be issued.

The order will then be given to the Client.

- Or to retrieve the Pass(es) from an automated kiosk upon confirmation of the order, taking into account the opening hours of the points of sale with the machines (see list on the Website), and provided that the Client present the order number or QR Code mentioned on the Proof of purchase.

Article 7. SPECIFIC FEATURES OF ONLINE RECHARGING

The "ski-card" physical medium issued by the Operator can be recharged with the products offered by the Operator via the website no later than fifteen (15) minutes before the start of the validity of the selected.

Pass.

Payment is made remotely by bank card. A proof of receipt for the order is sent by the Operator to the Client, who shall retain this **Proof of purchase**, notably in the event of verifications while using the ski lifts.

The Pass will be automatically recharged during the first passage of the Client through the “hands free” access points.

Article 8. ABSENCE OF RIGHT TO WITHDRAWAL

The sale of Passes is not subject to the application of the right to withdrawal provided for in Articles L 221-18 et al. of the Consumer Code regarding remote sales.

However, the sale of “Carré Neige” insurance products remains subject to the provisions of the right to withdrawal in case of multi-insurance provided for by the Insurance Code, whose terms can be found in the Special Agreements (information notices) section, available online (www.carreneige.com).

Article 9. MODIFICATION-CANCELLATION OF ORDER

Once the order of the Pass has been confirmed by the Client, the Pass cannot be exchanged or modified.

The order of the Pass can however be cancelled at no cost by simple request by e-mail to sales@ski-laplagne.com **up to 48 hours before the first day of validity of the Pass.**

If less than 48 hours, no cancellation request will be accepted by the Operator.

This request must contain the reference number and the date of the order mentioned on the **Proof of purchase**, as well as the name and address of the Client.

The Operator undertakes the cancellation of this order and reimburses the Client for the full amount of his order, by re-crediting his bank card, within a period of fifteen (15) days from the request for cancellation.

Please note: This cancellation is only possible if the Passes in question have not been used, even partially.

Article 10. TRACKING THE ORDER

For additional information, the Online Sales department of the Operator is available to the Client at:

Tel : +33(0)4.79.09.68.18

Postal address: BP 57 – La Plagne - 73214 Aime la Plagne Cedex, France

Email: ventes@ski-laplagne.com

Article 11. RESPONSIBILITY

The Operator is responsible for proper fulfilment of the obligations inherent in the contract concluded online, whether these obligations are to be fulfilled by the Operator or by other service providers, without prejudice to a right of recourse against them. However, the Operator may waive all or part of its liability, by proving that the non-fulfilment or the improper fulfilment of the contract is/was attributable to the consumer, to unpredictable and insurmountable circumstances, to third parties, or in case of force majeure. (Art L221-15 of the Consumer Code).

Article 12. TERMINATION FOR DEFAULT OR DELIVERY DELAY

Except in cases of force majeure as defined by Article 1218 of the Civil Code, should the Operator fail to provide the services on the date or within the time limit indicated to the Client or, failing this, at the latest, thirty (30) days after the conclusion of the contract, the Client may terminate the contract, by registered letter with acknowledgment of receipt or in writing or in another material format, if, after obliging the Operator, under the same procedures, to provide the services within a reasonable supplementary time, the latter did not respect the time limit(s). The contract shall be deemed terminated upon receipt by the Operator of the letter or writing, informing him of this cancellation, unless the Operator has fulfilled its obligation in the meantime.

The Client may immediately terminate the contract if the Operator refuses to provide the services or fails to fulfil its obligation to provide the services on the date or within the time limit indicated to the Client, and if the date or time limit constitutes an essential condition of the contract for the Client, specifically conditions resulting from circumstances involving the conclusion of the contract or following an express request on behalf of the Client prior to entering the contract (Article L216-2 of the Consumer Code).

Article 13. PROOF, PRESERVATION AND ARCHIVING

The Client's providing of information related to his bank card number online, and, in general, validating the final confirmation of the order placed by the former, constitute valid proof of the entirety of the transaction in accordance with Article 1366 of the Civil Code, along with the requirement of payment.

This confirmation qualifies as a signature and declares acceptance of all operations undertaken on the online sales site.

The Client must imperatively retain the order confirmation, which serves as the Proof of purchase. Only this document will be binding in the event of a dispute regarding the terms of the order, notably in the event of verifications during ski lift use.

In accordance with Article L213-1 of the Consumer Code, for all online orders amounting to at least €120, the Operator keeps a written record of the Client's order for a period of ten years from the date of execution of the corresponding service, and guarantees the Client access to it at any time during the same period, upon request of the latter.

Article 15. INTELLECTUAL PROPERTY

All the elements of the Website, the application "Paradiski Yuge", the "easy pass" tablets, the terminals of purchase/reloading, which are property of the Operator, remain the exclusive intellectual property of the latter.

Any reproduction of any element above, including any simple or hypertext link, is strictly forbidden, unless the Client obtains express prior authorisation by the Operator.

Article 16. PROTECTION OF PERSONAL DATA

For further information about the protection of personal data, please see the "**Legal notice**" section of the specific sales channel.

Article 17. TRANSLATION – APPLICABLE LAW – SETTLEMENT OF DISPUTES

Should the present Specific Terms and Conditions be drawn up in several languages, it is expressly understood that the French version of the present Specific Terms and Conditions shall be the only legally binding version.

As a result, and in the event of difficulties of interpretation/application of any of the provisions of the present Specific Terms and Conditions, the French version should be expressly and exclusively referred to.

The present Specific Terms and Conditions are subject to French law for all interpretation and application.

In accordance with Article L 211-3 of the Consumer Code, in the event of a disagreement regarding validity, interpretation or application of these terms and conditions, the Client has the right to a free recourse to a conventional mediation procedure, or any other alternative means of dispute resolution. We inform the Client of his right to a process of mediation, conducted by the **Tourism and Travel Mediator** according to the conditions stated on the site www.mtv.travel (MTV Médiation Tourisme Voyage, BP 80303, 75823 Paris Cedex 17, France), within a maximum of one (1) year from the date the written claim was sent to the Operator.

The Client can also contact the European Dispute Resolution Platform, accessible on the internet at the following address: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>.

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 of the location where the Client was present at the time of entering the contract or where the injurious event occurred (Article R. 631-3 of the Consumer Code).