

GENERAL TERMS AND CONDITIONS OF USE OF SKI LIFT PASSES

The **GRAND MASSIF DOMAINES SKIABLES (GMDS) Company**, a Public limited Company with a share capital of 6,697,620 euros, registered with the Annecy trade and companies registry under number B 602 056 012, whose registered office is located at Téléphérique de Flaine, Les Grandes Platières, - 74300 Flaine, and whose intra-Community VAT number is FR 15 602 056 012, operating company for the Flaine, Morillon, Samoëns and Sixt ski areas.

Postal address: Télécabine de Vercland - 74340 SAMOËNS

Tel no.: 04 50 90 40 00

Email: gmd.service-clients@compagniedesalpes.fr

Professional and civil liability insurance, under the conditions provided for in Article L220-1 of the French insurance laws, with Allianz Opérations Entreprises - 7, Place du Dôme - TSA 21017 - 92099 La Défense Cedex.

Hereafter referred to as the "Operator"

ARTICLE 1. GENERAL

These General Terms and Conditions apply to all ski lift passes (hereafter referred to as "Pass(es)") sold by the Operator and giving access (i) to the Flaine, Morillon, Samoëns or Sixt ski areas, or (ii) to all of these same ski areas as well as to that of Les Carroz, together constituting the "Grand Massif" ski area.

These General Terms and Conditions are applicable as from 15th September 2017 and valid exclusively for the winter season.

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

If any provision herein is found lacking, it shall be deemed to be governed by current practices in the ski lift industry and for companies whose head offices are in France.

The purchase of a Pass implies full knowledge and acceptance by the purchaser, (hereafter called the "User"), of these Terms and Conditions, without prejudice to normal forms of legal recourse.

NOTE: Every Pass is issued with a **proof of purchase** stating the ski area and the category (adult, child, etc.) of the **transport pass**, its expiry date, the corresponding skicard number and any insurance taken out. The User must keep the **proof of purchase** and be able to present it to the Operator on request in the event of an inspection as well as in support of any claim (e.g. rescue, loss of theft of the Pass, complaint) made to the Operators or the SOREMAC company.

The Pass is strictly personal, non-assignable and non-transferable, with the exception of Passes covering the shortest duration on the price list. It is therefore up to the User to keep his/her Pass in such a way as prevent use by a third party.

ARTICLE 2. PASS INSPECTION

Each Pass, issued on a numbered card, is for a predetermined period of validity and age category.

Information purporting to the Pass's validity which is recorded thereon has no contractual value. Only the information on the chip is applicable.

Every pass gives the right of access, during its period of validity, to the ski area lifts for which it has been issued, without any priority whatsoever.

The area of validity of the Pass is laid out on the piste map for the winter season in operation and for the ski lift opening periods as displayed at the Operator's points of sale and/or ski lift departure points, subject to weather and snow conditions.

The User must keep the Pass (along with the **proof of purchase**) on him/her for the duration of the journey carried out on every ski lift from the departure area to the arrival area, so that it can be detected by the automatic control system or presented to any controller authorised by the Operator or the SOREMAC company who is entitled to ask to see it.

Absence of a Pass, the use of a non-valid Pass or even non-compliance with the rules and regulations displayed at the departure area of the ski lifts, detected by a controller authorised by the Operator or the SOREMAC company, will be subject to:

- either the payment of a fixed fine to avoid prosecution.

This **fixed fine** is equal to FIVE times the value of the daily lift pass, in addition to a handling charge where applicable, in accordance with the applicable regulations (Articles L342-15, R342-19 and R342-20 of the French Tourism Code and Articles 529-3 *et seq* of the French Code of Criminal Procedure).

- or **legal proceedings**.

These authorised controllers may ask to see all documents justifying beneficial tariffs granted to the User of a reduced rate or free Pass.

If the offender refuses or is unable to justify his/her identity, the authorised controller shall immediately report the matter to a criminal police officer of the national police force or of the national gendarmerie with territorial jurisdiction, who may then immediately order that the offender be handed over without delay.

These authorised controllers may also confiscate the Pass immediately in order to return it to its rightful owner.

In the event of fraud detected by a controller authorised by the Operator, information collected by the latter in order to draw up the report may be entered onto a computer database in order to ensure monitoring of the offences detected and any possible follow-ups as well as for statistical purposes.

This data is solely for the Operator's use.

In accordance with the French Data Protection and Freedom of Information Law, all persons concerned dispose of the right of access and of rectification by writing to the Operator at the following address: *Grand Massif Domaines Skiabiles - Télécabine de Vercland - 74340 SAMOËNS*

Data processing manager: the Operator.

Purposes of processing: following up on offences with the transport police.

ARTICLE 3. FAULTY LIFT PASS CARDS

Instructions for use: clients are advised to keep their cards in a left-hand pocket without any other metallic or electronic item. The card must not be folded, perforated or left near a heat source.

In the event of malfunction or technical failure of the card, the Operator will replace it at their own expense, in return for and effective from return of the faulty card to one of the Operator's points of sale on condition that said card was first in use after 1st January 2009 (issuance date stated on the card).

In the event that the card was first in use before 1st January 2009, the Operator will bill the holder of the faulty Pass for the fixed rate of one euro and sixty centimes including all taxes (1.60€) as cost of replacement.

However, if after checking, the malfunction of the “rechargeable smartcard” hereafter called “skicard” can be attributed to the User, then the Operator will bill the User for the fixed rate of one euro and sixty centimes including all taxes (1.60€) as cost of replacement of the faulty card.

In the event that the faulty card was issued by the SOREMAC company, the request cannot be dealt with by the Operator.

The User should make their request to the SOREMAC company in accordance with their own Terms and Conditions of Use of Passes.

ARTICLE 4. LOSS OR THEFT OF PASSES

The following provisions apply solely to the Passes issued by the Operator.

If the lost or stolen Pass was issued by the SOREMAC , company, the request cannot be dealt with by the Operator.

The User should make their request to the SOREMAC company in accordance with their own Terms and Conditions of Use of Passes.

4.1 INFORMATION TO BE PROVIDED

In the event of loss or theft of a Pass with a duration of greater than one (1) day, the User should make the declaration at the Operator’s points of sale and must present the proof of purchase showing the following information: skicard number, purchase date, payment method and period of validity.

4.2 HANDLING FEES

In order to receive a duplicate, the User must pay the prevailing **handling fee** the amount of which is ten euros inclusive of all taxes (10.00€) as well as the amount of one euro and sixty centimes inclusive of all taxes (1.60€) relating to the cost of the card for the duplicated Pass (the “skicard”).

4.3 ISSUANCE OF THE DUPLICATE

- Any Pass for which a declaration of loss/theft has been made by the User to the Operator, will be deactivated by the latter and will no longer allow access to the ski area.
- Subject to checking its use on the same day that the declaration of loss/theft is made at one of the Operator’s points of sale before lift closure, the User may withdraw a duplicate (for the remaining duration of the Pass) from this point of sale.

NB: Any Pass with a duration less than or equal to one (1) day, declared as lost or stolen cannot be replaced by a duplicate. The same applies to other Passes for which the information required for issuing a duplicate cannot be supplied by the User, without the possibility of recourse by the User against the Operator.

ARTICLE 5. COMPLIANCE WITH SAFETY RULES

All Users are bound to comply with the safety rules concerning transport on ski lifts and in particular the rules and regulations displayed at the bottom of the ski lifts, the accompanying pictograms as well as all advice given by the Operator’s staff, failing which penalties will be applied.

The same applies to compliance with municipal by-laws concerning safety on the pistes and it is advisable for the User to be familiar with the “Ten rules for the conduct of skiers and snowboarders” drawn up by the International Ski Federation (FIS).

ARTICLE 6. PROTECTION OF PERSONAL DATA

Data relating to movements are also gathered for the purposes of managing access to the ski lifts and monitoring Passes. This data is also collected for statistical purposes.

All of this data is for the sole use of the Operator and where applicable, for other operators of the linked ski area covered.

In accordance with the French Data Protection and Freedom of Information Law, the User (or their legal representative) disposes of the right of access, of rectification and of opposition for legitimate reasons by writing to the Operator at the following address: *Grand Massif Domaines Skiables - Télécabine de Vercland - 74340 SAMOËNS*

Data processing manager: the Operator

Purposes of processing: Ticketing and access control.

Furthermore, in the event of ski patrol call-out by a User, personal data is collected by the ski patrollers in order to ensure correct follow-up of their intervention and invoicing of the rescue costs.

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

In accordance with the French Data Protection and Freedom of Information Law, the User (or their legal representative) disposes of the right of access and of rectification by writing to the Operator at the following address: *Grand Massif Domaines Skiables - Télécabine de Vercland - 74340 SAMOËNS*

Data processing manager: the Operator

Purposes of processing: follow-up of interventions by the piste safety service.

In accordance with Article 90 of Decree no.2005-1309, dated 20th October 2005, all persons may receive the information contained in this paragraph in printed form, simply by verbal or written request to the afore-mentioned service.

ARTICLE 7. TRANSPORT CO₂ INFORMATION

In accordance with Article L 1431-3 of the French Transport Code, the following CO₂ information is issued by the Operator in relation to ski lift transport services:

- The transport-related CO₂ emissions for a Grand Massif day Pass are 303g equivalent to a 2.2km car journey.
- The transport related CO₂ emissions for a single Grand Massif journey are 26g equivalent to a 0.2km car journey.

Further details can be obtained by writing to: *Grand Massif Domaines Skiables - Service Qualité Sécurité Environnement - Télécabine de Vercland - 74340 SAMOËNS*

ARTICLE 8. TRANSLATION - APPLICABLE LAW – SETTLEMENTS OF DISPUTES

Where these General Terms and Conditions have been drawn up in several languages, it is expressly understood that the French version of these General Terms and Conditions is the only legally binding version. In consequence and in the event of difficulty with the interpretation or application of one of the provisions of these special terms and conditions, the French version should be purposefully and exclusively referred to.

The current General Terms and Conditions of Use are subject to French law for all interpretation and application.

In the event of disagreement as to interpretation or application of these terms and conditions, conventional mediation proceedings can be used, or any alternative dispute resolution method (e.g. conciliation), as provided for in article L133-4 of the French Consumer Code.

If no amicable settlement can be found, the dispute shall be brought by the earliest petitioner before the competent jurisdiction.