

GENERAL TERMS AND CONDITIONS OF SKI LIFT PASS SALES

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 "Client(s)"), of these Terms and Conditions, without prejudice to normal forms of legal recourse.

It is up to the client to enquire about the Lift Passes and tariffs on offer and to choose the most suitable. Under no circumstances can the Operator be held responsible for the Client's choice.

The Pass is issued on a card with a specific number called "skicard number". The **Pass** comprises a **card** onto which a **transport pass** is encoded, and a **proof of purchase**.

The duration of a Pass is given in "consecutive days".

The Client 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 request (e.g. rescue, loss of theft of the Pass, function, complaint).

NOTE: Every Pass is issued with a **proof of purchase** stating the ski area, the category (adult, child, etc.) of the **transport pass**, its expiry date, the corresponding skicard number and any insurance taken out. The Client 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).

ARTICLE 2. THE PASS CARDS

Passes are only issued electronically onto a rechargeable smartcard hereafter called “skicard” and which will enable ski lift access turnstiles to be opened.

The card is sold at the unit price of one euro and sixty centimes including all taxes (1.60€). It is non-refundable.

However, “pedestrian return” Passes are encoded onto a free “recyclable smartcard”.

No new transport pass can be recorded whilst the pass originally encoded onto the card is still valid. Failing that, the original transport pass will be irrevocably cancelled, without the Client being able to claim any form of compensation. It is only possible to record an extension to the ski area.

ARTICLE 3. CLIENT PHOTOGRAPHS

The sale of any “season” Pass or similar requires provision of or taking a recent identity photo of the Client which must be front view and without sunglasses or head covering.

This photo will be kept by the Operator, on its computerised ticketing system, to facilitate any recharging or reissuing of the Pass, unless otherwise instructed by the Client (see below “Protection of personal data”).

ARTICLE 4. TARIFFS AND PAYMENT METHODS

4.1 TARIFFS

Public tariffs of the transport passes, the “skicard” and “forfait+” insurance are displayed at the Operator’s sales points and on the website at the following address: www.grand-massif.com. Tariff guides are also available at these points of sale as well as at the Tourist Offices. These tariffs are given in euros and inclusive of all taxes: they are based on current tax rates and may be modified should the rates of the relevant taxes vary.

Discounts or free lift passes are offered to various category of customer according to the conditions displayed at the sales points or on the website. Entitlement to these discounted or free passes is only on presentation of official proof, justifying these advantageous prices, at the time of the purchase. No photocopied proof will be accepted. No discounts or free passes will be granted after purchase.

NB: Reductions for the disabled are granted to those whose degree of permanent incapacity is greater or equal to eighty per cent (80%) and then, only at the Operator’s ticket offices upon presentation of the disability card.

In all cases, the age of the Client taken into account is that on the first day of validity of the Pass being issued, with the exception of the “Season” Pass for which the Client’s year of birth is used.

4.2 PAYMENT METHODS

Payment of the corresponding tariff is required for all Passes issued.

Payment is due in euros, either by cheque drawn on a French bank account made payable to the Operator, or in cash, or by debit/credit card accepted by the Operator, or by ANCV holiday vouchers.

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

ARTICLE 5. INTERRUPTED OPERATION OF THE SKI LIFT SYSTEM

5.1. FOR "DAY" PASSES

The client can benefit from reduced tariffs on the "day" Pass which are offered by the Operator in the event of unfavourable weather or snow conditions which significantly affect the running of the ski lifts. (= "bad weather" tariffs)

5.2. FOR "DURATION" PASSES (from 2 to 20 days)

List of link ski lifts:

1. Grands Vans chairlift
2. Vernant chairlift
3. Chariande Express chairlift

Only interrupted service for more than five consecutive hours and of at least one (1) of the link lifts (see above list) open during the period affected by the interruption and which can be accessed by the Pass, and except for force majeure, may give rise to compensation for loss suffered by the Client rightful holder of a "Duration" Pass.

In this event, a compensation claim form is issued by the Operator's points of sale or can be downloaded from www.grand-massif.com.

Only Passes which have been bought and paid for directly by the Client from the Operator are eligible for compensation.

Compensation is calculated according to the number of days where the client could not use their Pass due to service interruption: the last day taken into consideration is the expiry date of the Pass in question.

This compensation may be taken in the following ways at the Client's discretion (this choice is irrevocable and cannot be altered for any reason whatsoever):

Option 1 - Obtaining a **credit note** to be used before the end of the winter season after the current one (year+1). This credit note is in the name of a specific person, personal and non-transferable. This credit corresponds to an amount based on twenty five per cent (25%) of the average cost of a day's skiing of the Pass bought per day of interrupted service (e.g. for a 6 day pass, 25% x 6d tariff/6 per day of interruption).

Option 2 - Differed **rebate** based on twenty five per cent (25%) of the average cost of a day's skiing of the Pass bought per day of interrupted service (e.g. for a 6 day pass, 25% x 6d tariff/6 per day of interruption).

No compensation will be awarded before the expiry date of the Pass in question.

The client cannot claim any amount or service exceeding the chosen compensation.

The compensation claim, along with supporting documents (original Pass, proof of purchase, skicard number and compensation claim form stating the preferred method of compensation) must be (i) handed in at the Operator's points of sale or (ii) posted to the Operator in accordance with the procedure outlined in Article 7 below.

Compensation will be issued no later than two (2) months following receipt of all elements relevant to the compensation claim.

NB:

With regards to holders of the Forfait+ insurance, this article does not apply to them since they are entitled to financial compensation in the event of interrupted service of the ski lifts, under the terms laid down by this insurance.

ARTICLE 6. REIMBURSEMENT

In the event where the Passes issued are not used or only partially used, these will be neither reimbursed nor exchanged except as provided for in article 5 above.

Passes valid for non-consecutive days must be used up during the current winter season. After this time, they will no longer be valid for use, without recourse to refund or extension.

Special insurance can be taken out to cover this risk, as well as covering search and rescue costs in the event of an accident on the pistes or on the ski lifts. Ask at the points of sale for information about this insurance.

ARTICLE 7. CLAIMS

All claims should be sent to the Operator within two (2) months of the event giving rise to said claim, without prejudice to procedures and deadlines for taking legal action.

All claims must be sent to one of the following two addresses:

Postal address: Grand Massif Domaines Skiables - Télécabine de Vercland - 74340 SAMOËNS

Email: gmd.service-clients@compagniedesalpes.fr

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 the Operator's literary, artistic or industrial ownership.

ARTICLE 9. PROTECTION OF PERSONAL DATA

All of the information requested by the Operator for issuing the Pass is obligatory. If one or several pieces of information are missing the Pass cannot be issued.

All of this data is for the sole use of the Operator.

Some data (postal address, e-mail, telephone no.) may also be requested from the Clients by the Operator in order that commercial offers may be sent to them, in accordance with the procedures laid down by the LCEN law dated 21/06/2004.

In accordance with the French Data Protection and Freedom of Information Law, Clients (or their legal representatives) dispose of the right of access, of rectification and of opposition for legitimate reasons (in particular with regards to the conservation of photos sent digitally or to commercial mailings) 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 marketing

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 writing, simply by oral or written request to the afore-mentioned service.

ARTICLE 10. 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 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.