

## General Conditions of Use of Passes for Ski Lifts and related activities

### General

These General Terms and Conditions of Use (GTCUs) apply to all passes on ski lifts (hereinafter referred to as "Pass(es)" issued by the Operator (hereinafter referred to as "SETAM") and giving access to the ski areas of Val Thorens-Orelle or the Vallée des Belleville (area connected with the ski areas of Les Menuires and St Martin de Belleville) or Les 3 Vallées (area connected with the ski areas of Les Menuires, St Martin de Belleville, Meribel and Courchevel).

The purchase of a pass implies knowledge and acceptance by the person (hereinafter referred to as the "User") of all of these GTCUs, without prejudice to the normal legal remedies.

These General Terms and Conditions of Use are supplemented by the General Conditions of Sale of the entity having sold the Passes to the User.

These terms and conditions relate exclusively to natural persons having the capacity of consumer as laid down by the introductory article of the French Consumer Code.

If any provision of these Terms and Conditions were to be missing, it would be considered to be governed by the procedures applicable in the ski lift sector for companies whose head offices are registered in France.

### Article 1 – Terms

The User must always keep:

- The sales receipt issued to them when making a purchase with SETAM. The sales receipt mentions the ski area, category (adult, child, etc.), date of validity, the rechargeable card number of the Pass, and any insurance purchased.
- The "rechargeable card number" on the Pass card, if purchased from a dispensing machine.

That shall indeed be required in case of a Pass inspection by the SETAM well as to support any request (e.g.: rescue, loss or theft of the pass, claim to SETAM or other operator of the 3 Vallées ski area, where appropriate.

All Passes are strictly personal, transferable and inalienable. They may not be loaned with or without consideration. It is therefore up to the User to keep their Pass so that it may not be used by third parties.

### Article 2 - Use and defective operation of Pass cards

Each Pass, issued on a numbered card, may be used for a predetermined validity period and age

category. Information on the validity of the Pass featured on the card has no contractual value. Only the information contained in the chip on the card is authentic.

All Passes, during their validity period, entitle the holder to free use of the lifts of the ski area for which they are issued without any priority in any form whatsoever.

The area of validity of the title is defined on the map of the slopes of the winter season and during the opening periods of the ski lifts as displayed at SETAM points of sale and/or ski lift departure points, subject to weather and snow conditions.

The User must carry their Pass throughout the journey on the ski lift, from the departure to the arrival area and be presented to any certified SETAM inspector or any another operator of Les 3 Vallées who is entitled to ask to see it.

To facilitate the transmission of encoded information when passing through the control terminals, the Pass must be worn on the left and, preferably, away from a mobile phone, keys and any form of packaging composed in whole or part of aluminium. In addition, the User shall refrain from wearing two valid Passes at the same time.

In case of a malfunction or technical failure of the rechargeable card (within a two-year limit for the customisable version) SETAM shall, at its expense, replace the card as soon as it is returned to a SETAM point of sale.

If the defective card was issued by another operator of the 3 Vallées, this request may not be processed by SETAM.

The User must send this request to the relevant operator in accordance with the General Terms and Conditions of Use of Passes issued by the latter.

### Article 3 – Inspection of Passes

The different age categories are systematically checked at the terminals and marked in different bright colours. The Pass must be presented at each inspection requested by SETAM.

Certified inspectors may request the submission of all documents justifying the price advantages granted to the holder of a pass at a reduced price or for free.

If the Pass belongs to a third party, the certified inspector shall proceed with the immediate withdrawal of the Pass, to return it to its rightful owner.

If the User refuses or is unable to prove their identity, the certified inspector shall immediately report to any police officer or gendarme with territorial jurisdiction, who can then order them to present the User to the authorities on the spot.

In addition, the falsification of the Pass or the use of a falsified document shall be liable to prosecution and damages (Decree no. 86.1045 of 18.09.1986). In this case, the Pass may be withdrawn for purposes of evidence.

The absence of a Pass, the use of a non-valid Pass, or the failure to comply with police regulations displayed at ski lift departures, and observed by a certified inspector, shall entail:

- either the payment of a fine to cancel any public action
- or legal action.

This fine is equal to FIVE times the value of the daily pass of the corresponding age category and of the chosen sector, plus any administrative costs whose amount is fixed by applicable regulations. (Articles L342-15, R342-19 and R342-20 of the French Tourism Code and Articles 529-3 et seq of the French Penal Procedure Code),

The User is granted the deadline set by the law:

- to settle the sum of the transaction which includes:
  - the possible amount due for the Pass,
  - the fine,

- any administrative costs, in compliance with the provisions of article 529-4 of the French Penal Procedure Code,
- or to lodge a justified appeal with SETAM.

The procedure immediately ceases as laid down in the previous paragraph if the User pays all outstanding sums to cover the transaction. They are then issued with a discharge receipt.

If the payment is not settled within the set legal deadline and if no appeal is lodged, the User is liable to criminal action pursuant to the provisions of article 529-5 of the French Penal Procedure Code.

### Article 4 – Loss or theft of Pass cards

The provisions below apply exclusively to Passes issued by SETAM.

In this case and should the lost or stolen Pass be issued by another operator of the 3 Vallées, this request may not be processed by the SETAM.

The User must send this request to the relevant operator in accordance with the General Terms and Conditions of Use of Passes issued by the latter.

In case of loss or theft, **and subject to issuance of a sales receipt**, the Pass shall be replaced for the outstanding period in exchange of a sum of 10 euros to cover processing costs.

#### 4-1 information to produce:

**Case no. 1:** The User having directly acquired and paid for their Pass from SETAM must provide evidence of the sale (receipt handed over by SETAM at the time of the purchase of the Pass, in the case of payment on-site or copy of the order confirmation in the case of online payment), to support their request.

**Case no. 2:** For the User having purchased their Pass through socio-professionals approved by SETAM. (e.g.: accommodation provider, tour operator), they must give SETAM the number of the rechargeable card.

If the User does not have a sales receipt issued by SETAM, they must note and keep this number when the Pass has been issued.

The User must then sign the declaration of loss/theft, which must mention:

- the rechargeable card number,
- the reason for the request,
- the dates and length of validity of the lost or stolen Pass.

### Article 5 – Compliance with safety rules

#### 5.1 Compliance with safety rules

Any User is required to comply with safety rules relating to transport by ski lifts, in particular police rules displayed at the departure of the ski lifts, on the pictograms illustrating them as well as any instructions given by SETAM employees, subject to penalties.

The same applies to compliance with the municipal order relating to safety on the ski slopes and it is recommended to follow the "Ten rules for the conduct of skiers and snowboarders", issued by the International Ski Federation.

## 5.2 Compliance with health measures and rules – specific provisions

The user is required to comply with the regulatory requirements and health measures implemented by SETAM.

In this regard, the user has to comply with the written and verbal instructions (and pictograms supplementing them) transmitted and explained by SETAM and its staff.

Please note that users having COVID-19 symptoms are not allowed to take any ski lift.

## Article 6 – Protection of personal data

Within the framework of the General Regulation on Data Protection (GDPR), the General Terms and Conditions of Use of ski lift Passes have been updated to comply with the new European directives on privacy.

### 6.1 Inspection of Passes

The personal information collected by certified inspectors during Pass inspections is subject to processing relative to the monitoring of violations reported by public land transport police services. This processing is based on the legitimate interest of SETAM's fight against fraud.

All the information gathered by SETAM for the aforementioned processing is mandatory.

The data collected is intended for SETAM and, where relevant, the prosecution authorities only.

The data collected is kept for the following periods:

- If a fine is paid, the data on offenders and violations is immediately removed. This data may however be archived based on an independent external database with access limited to authorised SETAM agents and for specific requests, for an additional maximum

period of two years from the effective payment of the amounts due.

- In the case of violations that have not resulted in a transaction, data on offenders and violations are kept for a maximum of twelve consecutive months to determine if the violation is characterised and observe the violation as laid down in Article L. 2242-6 of the French Transport Code. This data is also archived based on an independent external database with access limited to authorised agents and for specific requests, for an additional maximum period of two years starting from the end of the twelfth month in the IT base.

### 6.2 Joint provisions

To protect the privacy and security of personal data and in particular to protect against unlawful or accidental destruction, accidental loss or alteration, or disclosure or unauthorised access, SETAM shall take appropriate technical and organisational measures, in accordance with applicable law. To this end, it has implemented technical measures (such as firewalls) and organisational measures (such as a login / password system, physical protection of resources, etc.).

The User has a right of access, rectification, deletion and portability of their data, the right to limit its processing, objection to processing, a right to pursue a claim with a supervisory authority and give directions as to the fate of the data after their death. They can exercise their rights by writing to the following address: SETAM, Traitement automatisé (Automatic processing), 243 rue de la Lombarde, Val Thorens 73440 LES BELLEVILLE or by email to [forfaitinternet@valthorens.com](mailto:forfaitinternet@valthorens.com)

In the interests of confidentiality and protection of personal data, SETAM must be able to verify the identity of the User to reply to their request. For this, the User must attach, to support of any request to exercise the aforementioned rights, a photocopy of an identity document stating the date and place of birth and bearing their signature, in accordance with Act No. 78-17 of 6 January 1978 or "French Data Protection Act", Article 92 of the decree of 20 October 2005 adopted in implementation of this Act, and EU Regulation 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

SETAM has appointed a Data Protection Officer whose contact details are the following: SETAM, Délégué à la protection des données, 243 rue de la Lombarde, Val Thorens 73440 LES BELLEVILLE.

Finally, the User has the right to lodge a complaint with the CNIL if they consider that their rights are not respected. The CNIL can be contacted at the following

address: 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>.

Pursuant to Article 90 of Decree No. 2005-1309 of 20 October 2005, the User can receive the information presented above on a written document after a simple oral or written request to the aforementioned department.

### **Article 7 - Photo on COSMOJET activities (toboggan) and BEE (zip line)**

The related COSMOJET and BEE activities are fitted with a system that automatically takes pictures of Users.

Users have a right to access and search the said photos. If they want, they may obtain their photograph from the machine within 24 hours. After this time, the photograph is permanently erased.

It is specified that when circulating on certain ski lifts of other operators of the 3 Vallées, Users are also likely to be photographed automatically. Users must then contact the relevant operator to exercise their rights, in accordance with the General Terms and Conditions of Use of Passes issued by the latter.

### **Article 8 - Translation and applicable law - dispute resolution**

Although these GTCUs are drafted in several languages, it is expressly understood that the French version of these GTCUs is the authentic version.

Therefore, in case of difficulty of interpretation and application of any provision of these GTCUs, you agree to refer expressly and exclusively to the French version.

These GTCUs are subject to French law for their interpretation and implementation.

Pursuant to Article L 211-3 of the French Consumer Code, should a dispute arise regarding the validity, interpretation or execution of these Terms and Conditions, the Customer can request free conventional mediation proceedings or any alternative means of dispute resolution. The User is informed of the possibility of using a mediation procedure with the **Médiateur du Tourisme et du Voyage** - Tourism and Travel Ombudsman (MTV Médiation Tourisme, Voyage, BP 80 303, 75823 Paris Cedex 17) under the terms established on the [www.mtv.travel](http://www.mtv.travel) website and within a maximum of one (1) year from the written complaint being filed with SETAM.

It may also use the European platform for dispute resolution, accessible on the Internet at the following address: <https://webgate.ec.europa.eu/odr/> or refer to the European Ombudsman, 1 avenue du Président Robert Schuman, CS 30403, F-67001 Strasbourg Cedex, Tel.: +33 (0)3 88 17 23 13.

The opinion(s) of mediator(s) is not binding on the parties to the contract.

Failing an amicable settlement, the dispute shall be brought before the competent court in accordance with the law.