

# Terms and Conditions of Sale and Use of ski lift passes

## Régie Autonome des Remontées Mécaniques de Montgenèvre

### GENERALITIES

The Montgenèvre skiable domain is operated by "la Régie Autonome des Remontées Mécaniques" (RARM) the Autonomous Operator of Ski Lifts hereafter referred to as "the operator".

The acquisition of a ski pass implies the knowledge and acceptance by the person (hereafter referred to as the "Client" of the present and complete terms and conditions of sale and use of ski lift passes, without prejudice to the existing appeals procedures. The Terms and Conditions of Sale and Use of ski lift passes are supplemented by special conditions.

If a provision of the present conditions was to be found lacking it would be considered as being regulated in accordance with the sector of ski lifts for companies with their headquarters in France.

### 1 - SKI PASSES

The acquisition of a travel pass is obligatory to gain access to the ski lifts, apart from the carpet lifts at la Butte and the ski-lift at La Durance.

The **ski pass** consists of a **card** upon which is registered a travel pass.

Two types of ski passes can be distinguished: the "dated" ski passes on which the first and last dates of skiing are fixed, and the "non-dated" ski passes on which no precision regarding the first date of skiing is indicated.

For the "non-dated" ski passes, the numbers of days is counted without interruption consecutively (or non-consecutively for the 7 Day "Malin" ski pass) from the first passage through the first gateway at whatever time that passage is made.

The ski pass allows access, during the period of validity of the travel pass and following the terms and conditions specified below, to the ski lifts in service on the corresponding skiable domain (Grand Montgenèvre - Monts de la Lune or VIALATTEA).

During the period of validity of the travel pass, the ski pass is strictly personal and is neither transferable nor transmittable. It cannot be loaned either free of charge or for a charge.

#### 1.1- CARD AND TRAVEL PASS

The travel passes are issued on a card allowing "hands free" access to the ski lifts after being checked by a monitor at the opening of the turnstile.

Two types of card are offered; the disposable, non-rechargeable and free of charge which is available for all ski passes, except the multi-day ski passes from a length of 6 days and the ski season ticket.

The rechargeable card, with a value of 3 € including tax, is available for the other ski passes. It is not refundable and is the property of the client. It is recommended in order to support our efforts to respect the environmental

(see Special Conditions of Distance Selling of Ski Passes.)

The rechargeable cards can be re-used once or twice within a guaranteed maximum duration of two years. The guarantee applies only in the case of anormal use of the card; it includes the presentation of a new card in the case of a card being damaged.

### 2 - CONDITIONS FOR ISSUING TRAVEL PASSES

#### 2.1 - PHOTO AND PROOF OF IDENTITY

The sale of a ski season ticket is made with a recent photo, of the face, without sunglasses or headgear.

This photograph will be kept by the Régie Autonome des Remontées Mécaniques de Montgenèvre (RARM) the Montgenèvre Autonomous Operator of Ski Lifts, in its computer ticketing system, throughout the duration of the validity of the ski pass and for a maximum of 12 months.

#### 2.2 - TARIFF - REDUCTIONS AND FREE OFFERS

All the sales tariffs are displayed at places of sale. The prices indicated are with tax in Euros and take in to account the rate of VAT in force on the day of sale. They also figure on line at [skipass.montgenevre.com](http://skipass.montgenevre.com).

Reductions and free offers are available for different categories of people according to terms and conditions available at points of sale and on presentation at the moment of purchase of necessary documents justifying a preferential tariff. No reduction or free offer will be accorded after the purchase has been made.

The age of the client to be taken into account will be the age on the day of the purchase of the ski pass.

For children aged less than 6 years, the travel pass is free of charge but obligatory, this travel pass should be identical to that of the adult accompanying the child for reasons of security.

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N° Identification TVA : FR 94 340 516 749 000 25 – SIRET : 340 516 749 000 25 – Code APE : 4939 C

### 2.3 - TERMS AND CONDITIONS OF PAYMENT

Payments are carried out in Euros: in cash, or by cheque drawn from a bank account open in France and made out to the RARM, on presentation of an identity card or by credit card (Visa, Eurocard, MasterCard, American Express) or by valid French holiday vouchers issued by the agency ANCV.

Furthermore, purchases made at ski pass distributors and at recharging points can only be paid for by credit card (Visa, Eurocard and MasterCard).

## 3 - REIMBURSEMENT OF SKI PASSES

### 3.1 - PARTIALLY USED OR UNUSED SKI PASSES

In the case where the travel passes issued would not be used or would be partially used, **these will not be reimbursed, or exchanged.**

### 3.2 - LOSS, DESTRUCTION OR THEFT

In the case of loss, destruction or theft, and **subject to proof of sale**, it will be possible to proceed with the replacement of the travel pass for the remaining period; the lost ticket will be cancelled.

In the case of loss, destruction or theft of a ski pass with a duration running between 2 and 15 days or a season ski pass, the duplicate of the ski pass shall be issued against the payment of application fees until €15 including VAT and the purchase of the new support (€3 incl. VAT). No replacement of any title for 1 day or less duration ski pass shall be possible.

### 3.3 - CLOSURE AND INTERRUPTION OF SERVICE

In the case of the ski lift service being interrupted, the holders of a paid valid ski pass may be granted, at the end of their stay "compensation" for inconvenience suffered, **only in the case of a complete and consecutive stoppage of the Montgenèvre ski lifts** for more than half a day. The client may benefit from, upon appropriate justification;

- Either an immediate prolongation,
- Or, by written request, a credit note in days of skiing to be used at the latest before the end of the second winter season following the one during which the compensation has been granted.
- Or a deferred reimbursement on the presentation of necessary documents of proof within two months, the reimbursement by bank transfer is to be carried out in the four months following receipt of the documents. This will represent the difference between the amount paid by the client and the number of operating days multiplied by the tariff for a daily rate.

The client cannot ask for an amount of money or a value of service superior to this daily rate of compensation.

Only the complete and consecutive stoppage of the ski lifts for more than half a day, will guarantee compensation for those in possession of the Montgenèvre, Monts-de-la-Lune and VIALETTEA ski passes issued by Montgenèvre. Just the interruption of the link with Italian ski domain because of bad weather is not enough to result in compensation.

## 3.4 - ILLNESS OR ACCIDENT AND OTHER PERSONAL EVENT

No reimbursement will be carried for travel passes in the case of accident, illness or any other personal event whatever the length of validity of the ski pass.

An insurance service can cover this risk and useful information about this can be obtained from our sales staff.

## 4 - INSURANCE

The Client can choose as an option of his ski pass the subscription to a daily insurance ASSUR'GLISSE. This is subject to conditions of the company Gras Savoye accessible on line at <http://www.assuranceski.com>

## 5 - SKI PASS CONTROL

The client must carry his ski pass throughout the entire journey carried out on the ski lift, in the control zone which is 3 meters in front of the access doors up until the landing area. To enable the transmission of encoded information at the control terminal, the ski pass should be worn on the left or the right, preferably far away from the mobile telephone; keys or any other form of packaging made or partly made of aluminum. Furthermore, the client will be careful not to carry two valid ski passes at the same time.

### Controls

Different age categories are systematically controlled at the control terminals and signified by different colored lights. The ski pass but be presented at each control requested by the operator.

The absence of the ski pass, the use of a non-valid ski pass or the non-respect of police regulations displayed at the entrance of the ski lift, noticed by a qualified controller will be subject to:

- Either the payment of a fixed fine for nuisance to the public interest. This fixed fine is equal to TWO or FIVE times maximum the value of the travel pass of which the amount is fixed by the regulations in force (Skipass day = 39,00€). The payment of this fine is to be made immediately to the controller in exchange for a receipt. (Articles L342-15, R342-19 and R342-20 of the Tourism Code and Articles 529-3 and following articles of the Criminal Procedure Code);
- Or prosecution the qualified controllers may ask for the presentation of any document proving the right to preferential tariffs that have been agreed upon for reductions and free offers.

If the client refuses or is not able to prove his or her identity, the qualified controller will report immediately to a national police officer or gendarme, who has the right to order, without delay, the presentation of the client to the police.

If the travel pass belongs to a third party, the qualified controller proceeds with the immediate confiscation of the ski pass, for the purpose of returning the ski pass to its rightful owner.

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Furthermore, the falsification of the travel pass or the use of a fake travel pass will lead to criminal prosecution as well as the payment of legal damages (decree n°86.1045 from 18.9.1986). In this case, the ski pass may be withdrawn to be used as proof.

The falsification of a travel pass which constitutes an offence (article L441-1 of the Penal Code is punished by 3 years of imprisonment and a fine of 45000 € (5 years of imprisonment and a fine of 375000 € in case of fraud - article L313-1 of the Penal Code).

## 6-- CLAIMS

Any claim must be addressed to the RARM within two months following the occurrence of the event at the origin of the said claim without prejudice to the legal procedures and deadlines at the following address: RARM - Place de l'Obélisque - 05100 MONTGENEVRE for the attention of the customer service.

## 7 - SERVICE

At the time of purchase of the travel pass, the user agrees to take note of the conditions of use of the domain, the weather conditions, the closing time of the apparatus and the links to other domains. He or she may also possibly inquire at the points of sale about foreseeable changes in these conditions. The operator does not ensure his return to the resort.

It is recommended to the client to respect the police and operator's regulations displayed at the entrance to each ski lift, as well as the municipal bylaws concerning the security of the ski runs. It is recommended to him or her to use the rules of conduct for skiers on the ski runs issued by the International Ski Federation.

Also, when he or she is a witness to an accident or is at the origin of an accident on the skiable domain, he or she must spontaneously go personally to the staff at the ski lift in order to report what has happened.

## 8 - PROTECTION OF PERSONAL DATA

All of the information requested by the RARM for the granting of ski passes is obligatory. If one or several pieces of information are missing the ski pass will not be able to be issued.

Certain pieces of information ( postal address, e-mail, telephone n°) may also be requested from the clients by the RARM in order that commercial offers may be sent to them, according to the terms and conditions laid down by the law LCEN from 21\* June 2004.

The information concerning movements is also collected in order to manage the access operations to ski lifts and the control of travel passes. This information is also collected for statistical analysis.

All of this information is only destined for the use of the company RARM.

In accordance with the French Data Protection and Freedom of Information Law from the 6<sup>th</sup> January 1978 modified by the law from the 6<sup>th</sup> August 2004, the client disposes of the right of access, of rectification and of

opposition for legitimate reasons to the RARM by writing to the following address:

RARM - Place de l'Obélisque - 05100 MONTGENEVRE for the attention of the customer service.

## 9 - THE APPLICABLE LAW - SETTLEMENT OF DISPUTES

The present Terms and Conditions of Sale and Use being established in several languages, it is expressly understood that the French version of the present Terms and Conditions of Sale and Use is the only one that can constitute proof.

In consequence, in case of difficulty of interpretation and application of one of the provisions in the present Terms and Conditions of Sale and Use, it will be agreed to refer expressly and exclusively to the French version.

The present Terms and Conditions of Sale and Use are submitted for both their interpretation and their implementation of French law. If a dispute cannot be resolved out of court it will be referred to the proper jurisdiction in accordance with the law in force.

## 10 - ONLY THE INFORMATION CONTAINED IN THE MEMORY OF THE SKI PASS CONSTITUTES PROOF

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