

GENERAL

These General Conditions of Use apply to all ski lift passes (hereinafter the “pass(es)”) issued by the Operator (hereinafter “STOR”), and giving access to the area of Orelle o Orelle – Val Thorens.

The purchase of a pass implies the acknowledgement and acceptance by the person (hereinafter the “User(s)”) of all these General Terms and Conditions of Use, without prejudice to the usual remedies.

These General Terms and Conditions of Use are completed by the General Terms and Conditions of Use established by the organisation selling the pass to the User.

These Terms and Conditions only apply to natural persons considered as consumers under the introductory article of the Consumer Code.

Should a provision of these Terms and Conditions be lacking, it will be considered as governed by the customary practices in force in the lift sector for companies with their head office in France.

ARTICLE 1 – TERMS AND CONDITIONS

The User must keep at all times:

- The sales receipt issued by STOR upon purchase of a pass. This sales receipt indicates the area, the age category (adult, junior, etc.), the date of validity, the rechargeable card number of the pass;
- The “rechargeable card number” indicated on the pass, if purchased from a ticket vending machine.

These items will be requested in case of ticket inspection by STOR, and to support any request (e.g.: rescue, loss or theft of pass, complaint to STOR or any other operator of the Orelle – Val Thorens area, as the case may be).

Passes are strictly personal, and are not assignable or transferable. They may not be lent, either free of charge or against payment. Therefore, the User must keep their pass in such a way that it may not be used by third parties.

ARTICLE 2 – USE AND DEFECTS OF PASS CARDS

Each pass issued on a numbered card can be used for a predetermined period of validity and age category. The information on the pass validity indicated on the card has no contractual value. The information contained in the card chip is the only binding one.

Each pass entitles the User to use freely, during the pass validity period, the lifts of the area for which it was issued, with no priority of any kind whatsoever.

The area of validity of the pass is defined according to the map of the relevant resort and based on the opening hours of the lifts displayed in STOR points of sale and/or at the start of the lifts, subject to weather and conditions.

The pass must be carried by the holder at all times during the ride on the lift, from the departure area to the arrival area. It must be shown to the authorised inspectors authorised by STOR or other operators of the Orelle – Val Thorens area, who are entitled to request it.

To help the transmission of the encrypted information at the turnstiles, the pass should be held on the left-hand side, possibly far from a cell phone, keys or any type of packaging made of aluminium, in all or in part. The User will also make sure not to carry two valid passes.

In case of malfunction or technical failure of the rechargeable card (within two years for the customisable version), STOR will replace the card at its own expense, in return of the failed card, in STOR points of sale.

If the faulty card was issued by another operator of the Orelle – Val Thorens area, this request will not be processed by STOR.

The User shall address their request to the relevant operator, in compliance with the General Terms and Conditions of use of passes established by the operator.

ARTICLE 3 – PASS CHECKING

Different age categories are systematically checked at the turnstiles and identified by different bright colours. The pass must be produced at each inspection requested by STOR.

Authorised inspectors may request the production of a document proving the preferential rate granted to the holder of a reduced or free ticket.

If the pass belongs to another person, the authorised inspector will immediately withdraw the ski pass and return it to its legitimate holder.

If the User refuses or is unable to justify their identity, the authorised inspector will immediately notify a judicial police officer of the Police Nationale or Gendarmerie Nationale having territorial jurisdiction, who may then order that the User be immediately presented to the police.

In addition, any ticket forgery or use of a forged ticket will be liable of criminal proceedings and damages (Decree no. 86.1045 of 18.09.1986). In this case, the pass may be withdrawn as evidence.

Lack of pass, use of an invalid ticket or non-observance of the police regulations displayed at the start of the ski lifts and verified by an authorised inspector, will entail:

- The payment of a lump sum to extinguish the public action, or
- Legal proceedings.

This lump sum payment amounts to FIVE times the daily ticket rate for the corresponding age category and chosen area and, where applicable, administration costs, the amount of which is fixed by the regulation in force (Articles L342-15, R342-19 and R342-20 of the Tourism Code and Articles 529-3 and following of the Code of Criminal Procedure).

Within the time prescribed by law, the User must:

- Pay the amount of the transaction, including:
 - ✓ The amount due for the ticket,
 - ✓ The lump sum payment,
 - ✓ The administrative costs, according to the provisions of article 529-4 of the Code of Criminal Procedure.

- Or address a justified objection to STOR.

If the User pays all the amounts due for the transaction, the procedure provided for under the previous paragraph will be immediately cancelled, and a lump sum payment receipt will be delivered.

If the payment is not made with the specified legal time and if no objection has been made, the User will be subject to criminal prosecution, pursuant to the provisions of Article 529-5 of the Code of Criminal Procedure.

ARTICLE 4 – LOSS OR THEFT OF PASS CARDS

The provisions below only apply to passes issued by STOR.

Therefore, if the lost or stolen pass was issued by another operator of the Orelle – Val Thorens area, this request will not be processed by STOR.

The User shall address their request to the relevant operator, in compliance with the General Terms and Conditions of Use established by the operator.

In case of loss or theft, and **subject to the presentation of the sales receipt**, the ticket will be replaced for the remaining period of validity, against payment of ten Euros for processing costs.

Requested information:

Case no. 1: If the User has purchased and paid the pass directly to STOR, the User must provide the sales receipt (receipt issued by STOR upon purchase of the pass, if the payment was made on site, or a copy of the order confirmation if the payment was made online), to support their request.

Case no.2: If the User has purchased their pass through social and professional organisations authorised by STOR (e.g.: hosts, Tour operators), the User must provide STOR with the rechargeable card number indicated on the pass.

The User who has no sales receipt issued by STOR must note and keep this number upon issue of the pass.

ARTICLE 5 – SPECIAL PROVISIONS

5.1 Compliance with safety regulations

All Users are required to observe the safety regulations on lift transport, in particular the police regulations displayed at the start of the lifts, the associated pictograms and all the safety instructions given by STOR personnel, subject to penalty.

The same applies to compliance with the municipal safety ordinance.

5.2 Compliance with health measures and regulations – special provisions

STOR has implemented and applies special provisions in compliance with the regulatory health requirements, and informs on the relative sanitary measures.

Any user of the lifts must comply with the regulatory requirements and health measures, which are subject to change according to the health situation, as soon as they come into force (e.g. vaccine certificate, protective measures...).

5.3 Children under 3 years of age

For safety reasons, particularly in the event of a prolonged outage, children under 3 years old are not allowed to use the Orelle-Caron gondola and the Val Thorens lifts.

Due to the rapid ascent/descent at altitude, access to the Orelle gondola for children under 3 years old is not recommended

ARTICLE 6 – PROTECTION OF PERSONAL DATA

In the framework of the implementation of the General Data Protection Regulation (GDPR), the General Conditions of Use of lift passes have been updated according to the new European directives on privacy.

6.1 Pass checking

The personal data collected by authorised inspectors during a ticket inspection, is processed with the purpose of tracking offenses as part of the public transport police. This processing is based on the lawful interest of STOR to combat fraud.

All the information collected by STOR for the above-mentioned processing is mandatory.

The collected data is only intended for STOR and, if the case, for judicial authorities.

The collected data is kept for the following periods:

- If the lump sum is paid, the data related to the offender and the infractions will be cancelled upon payment. However, this data may be filed in an independent external database, only accessible to STOR authorised agents and for specific requests, for a maximum period of two years from the date of effective payment of the amounts due.

- If the infractions have not resulted in any transaction, the data related to the offenders and the infractions will be kept for a maximum period of twelve consecutive months in order to determine whether the infraction is a repeated offence and to ascertain the infraction pursuant to Article L. 2242-6 of the Code of Transport. This data will also be filed in an independent external database, only accessible to authorised agents and for specific requests, for an additional maximum period of two years from the end of the twelfth month in the database.

6.2 Common provisions

In order to protect the privacy and security of personal data, and in particular to protect them from unlawful or accidental destruction, loss or accidental alteration, or unauthorised disclosure or access, STOR implements appropriate technical and organisational measures, in accordance to the applicable legal provisions. For this purpose, STOR has implemented technical measures (such as firewalls) and organisational measures (such as a login/password system, physical protection means, etc...).

The User has the right to access, rectify, erase and transfer their data, the right to limit and oppose the processing thereof, the right to submit a claim to a supervisory authority and to provide guidelines as to the destination of their data after their death. The Customer may exercise their rights by writing to the following address: STOR, Traitement automatisé, 87 place de la télécabine, 73140 ORELLE or by email to protection@orelle.net

For the sake of privacy and personal data protection, STOR must be able to verify the User's identity in order to reply to their request. For this purpose, the User must attach to any request to exercise the aforementioned rights, the photocopy of an identity document including their place and date of birth and bearing their signature, in accordance with the provisions of Law no. 78-17 of 6 January 1978 "Informatique et Libertés" of Article 92 of Decree of 20 October 2005 considered for the application of this law and the European regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data.

STOR has appointed a Data Protection Officer who can be contacted at the following address: STOR – Délégué à la protection des données – 87 place de la télécabine – 73140 ORELLE.

Lastly, the User has the right to submit a complaint to CNIL, if they believe that their rights have not been respected. CNIL contact information: 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 above information on a written medium, upon verbal or written request to the above-mentioned service.

ARTICLE 7 – PHOTOGRAPHS

It should be noted that, when riding on some ski lifts operated by 3 Vallées operators other than STOR, pictures of the User may also be taken automatically. In this case, the User must contact the relevant operator to exercise their rights according to the General conditions of Use of passes established by the operator.

ARTICLE 8 – TRANSLATION AND APPLICABLE LAW – DISPUTE SETTLEMENT

These Terms and Conditions of Use are written in several languages and it is expressly understood that the French version of these Terms and Conditions of Use is the only binding one.

Consequently, in case of difficult interpretation or application of any clause of these Terms and Conditions of Use, reference shall be made expressly and exclusively to the French version.

The interpretation and implementation of these Terms and Conditions of Use are subject to the French law.

In accordance with the provisions of Article L211-3 of the Consumer Code, in case of dispute arising from the validity, interpretation or implementation of these conditions, the Customer may seek a conventional mediation procedure free of charge, or any other alternative dispute settlement method. The Customer is informed of the possibility to seek a mediation procedure with the **Médiateur du Tourisme et du Voyage** (MTV Médiation Tourisme Voyage, BP 80 303, 75 823 Paris Cedex 17) according to the provisions set out on the website www.mtv.travel, and within a maximum of one (1) year from the date of the written claim addressed to STOR.

The Customer may also refer to the European platform for dispute settlements, available on the Internet at the following address: <https://webgate.ec.europa.eu/odr/> or apply 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 expressed by the ombudsman is not binding for the contracting parties.

In case of failure to reach an amicable settlement, the dispute will be submitted to the relevant court, in accordance with the applicable law.