

GENERAL TERMS AND CONDITIONS – LE LAGON

The management of the aquatic, wellness and sports facility in Tignes, hereinafter referred to as "LE LAGON", has been entrusted by way of a Public Service Delegation by the Municipality of Tignes to the company SAGEST – TIGNES DEVELOPPEMENT, a semi-public limited company with a share capital of EUR 762,245.09, registered with the Trade and Companies Register of Chambéry under number 349 231 068 and whose intra-Community VAT number is FR0A349231068 (hereinafter "TIGNES DEVELOPPEMENT"), which is also responsible for the promotion and marketing of the Tignes resort.

Registered office address: BP 51 – 73321 Tignes Cedex, France.
Telephone: +33 (0)4 79 40 29 95.

Email: espaceaquatique@tignes.net.

TIGNES DEVELOPPEMENT is insured with Mutuelle du Mans Assurances (55 rue de la Libération, 73300 Saint-Jean-de-Maurienne, France).

Article 1 – Purpose

These General Terms and Conditions of Sale (hereinafter the "GTCS") are displayed at the entrance to LE LAGON and are annexed to all subscription contracts. They are also available on the website: www.tignes.net.

The purpose of these GTCS is to govern the sale of access rights to LE LAGON as well as any product or service detailed below to any natural or legal person acting on their own behalf or in the course of their professional activity (hereinafter the "Client"). Any holder of an access right to LE LAGON is deemed to have read and accepted all of the GTCS prior to any purchase of said access right, whatever its nature. TIGNES DEVELOPPEMENT reserves the right to amend these GTCS at any time. Such amendments shall take effect from the date of their display. The Client shall be bound by the version of these General Terms and Conditions of Sale in force on the date of their purchase.

As a user of LE LAGON's services, the Client is required to be aware of and comply with LE LAGON's Internal Rules, which define users' rights and obligations as well as the general rules applicable to the site, annexed hereto.

Failing this, the Client may be expelled from LE LAGON without any refund or compensation being due.

It is hereby recalled that the Internal Rules may also be consulted at the entrances to LE LAGON or on the website www.tignes.net. The specific internal rules applicable to each area are displayed in each respective area.

Article 2 – Access to LE LAGON

The opening periods and times of the aquatic centre are displayed at the entrance to LE LAGON and on the website, and may be periodically amended by TIGNES DEVELOPPEMENT.

With regard to access to the aquatic areas of LE LAGON, TIGNES DEVELOPPEMENT reserves the right to refuse to sell access rights to LE LAGON to any person who clearly does not meet the required standards of cleanliness, sobriety and proper behaviour.

Access to the "Wellness" and "Fitness" areas is strictly prohibited to any person under 16 years of age, even if accompanied. Minors aged over 16 years must be accompanied by an adult and must spontaneously present proof of age. However, for the Fitness area, minors aged 16 years and over are admitted subject to the provision, by their parents or legal representatives, of a duly signed parental authorisation. As an exception, the head coach of the Tignes Sports Club may, at his or her discretion, grant this authorisation in place of the parents.

Article 3 – Details of the various access rights and ancillary products

WARNING: All subscription contracts are personal and non-transferable, and the member's access card may under no circumstances be lent, given or sold to a third party. TIGNES DEVELOPPEMENT draws the Client's attention to the fact that such products are neither exchangeable nor refundable in the event of non-use.

When purchasing access rights, the Client declares, in all cases, that they have previously had their fitness for the intended activity checked by a doctor.

For the "Swimming Pool" area:

Access to the "Swimming Pool" area is obtained by purchasing and presenting a card:

Weekly subscription card, valid for 7 consecutive days.

10-entry card, with no time limit.

Single-entry card, to be used on the day of purchase.

Seasonal subscription card: summer/winter.

Annual subscription card.

Or any other scheme approved by municipal council resolution.

Under the ski-pass offer "Tignes / Val d'Isère" in force and proposed by SPL ALTTA, access to LE LAGON's swimming pool is unlimited and free for the duration of validity of the ski pass, subject to physical presentation of the pass.

For the "Wellness" area:

Access to the "Wellness" area is obtained by purchasing and presenting a card:

Weekly subscription card, valid for 7 consecutive days.

10-entry card, with no time limit.

Single-entry card, to be used immediately after purchase.

Seasonal subscription card: summer/winter.

Annual subscription card.

Or any other scheme approved by municipal council resolution.

Access to the Wellness area is granted by scanning a QR code on a disposable wristband which is affixed directly to the Client's wrist by LE LAGON's staff and is only valid on the day of purchase.

For the "Fitness" area:

Access to the "Fitness" area is obtained by purchasing and presenting a card:

Weekly subscription card, valid for 7 consecutive days.

10-entry card, with no time limit.

Single-entry card, to be used on the day of purchase.

Seasonal subscription card: summer/winter.

Annual subscription card.

Or any other scheme approved by municipal council resolution.

Hire of towels / bathrobes / sports shoes

Towels, bathrobes and sports shoes are available for hire at LE LAGON's reception desk.

A deposit shall be required:

For the hire of a towel.

For the hire of a bathrobe.

The deposit shall be returned to the Client when the towel or bathrobe is returned to reception together with the ticket issued at the till, which serves as proof. The deposit shall be cashed at the end of the day if the Client has not returned the towel or bathrobe.

Article 4 – Prices and payment terms

Access rights may only be sold at the ticket desk located at the entrance to LE LAGON by an employee of TIGNES DEVELOPPEMENT or by any other means put in place by TIGNES DEVELOPPEMENT.

TIGNES DEVELOPPEMENT declines all responsibility in respect of access rights acquired by Clients outside this framework; no complaint regarding such purchases shall be admissible.

The prices charged by TIGNES DEVELOPPEMENT are set out in an annex to these GTCS. They may also be consulted on the website www.tignes.net or directly at LE LAGON's reception.

No reduced price is available.

Public prices are quoted in euros including all taxes. The value added tax applied is French VAT at the standard rate in force on the date of purchase. If the VAT rate is amended, such changes shall be reflected in the prices at the time of purchase.

TIGNES DEVELOPPEMENT reserves the right to amend the prices charged at any time and without prior notice. Prices take effect from the date of their display.

Full payment is due at the time of purchase, in euros, by one of the following means of payment: bank card, cheque, cash, ANCV holiday vouchers (it being specified that TIGNES DEVELOPPEMENT does not give change on this method of payment) and ANCV Connect.

Article 5 – Termination clause

Where a Client, within the establishment:

Lends, gives or sells their card to any other person.

Uses aggressive or insulting language.

Commits acts of violence.

Commits theft or intentional damage.

Wears indecent or inappropriate clothing with regard to the activities practised.

Commits a serious breach of the provisions of these GTCS or of the Internal Rules.

Adopts behaviour that is dangerous to themselves or to a third party,

the subscription may, at the sole discretion of LE LAGON's management, be terminated automatically, with immediate effect following the observation of any of the above-mentioned breaches.

Furthermore, the Client in breach shall be denied access to LE LAGON's areas and must return their access card without any right to a refund. TIGNES DEVELOPPEMENT shall retain all sums paid. In the event of damage as described above, TIGNES DEVELOPPEMENT reserves the right to bring any proceedings in respect of the loss suffered and to claim full damages.

Article 6 – Loss and theft

TIGNES DEVELOPPEMENT cannot be held liable in the event of loss or theft of the Client's personal belongings. LE LAGON provides the Client with individual lockers, which the Client must ensure are locked with a key or code during their presence at LE LAGON, and which must be vacated before leaving LE LAGON.

It is hereby recalled that LE LAGON's changing rooms are not monitored, and the Client may not leave personal belongings there other than in the lockers fitted with locks or codes provided for that purpose.

In the event of loss or theft of the subscription card or 10-entry card, LE LAGON cannot be held liable and no compensation shall be granted.

Article 7 – Liability and insurance

The Client undertakes to take all necessary precautions regarding their health, safety and hygiene and to comply with the instructions and Internal Rules of LE LAGON to that effect.

LE LAGON shall be discharged from all liability in the event of a problem arising from a mismatch between the activity practised and the Client's state of health. Medical verification of fitness to practise a sporting activity is not compulsory but is recommended when taking out a subscription.

TIGNES DEVELOPPEMENT is not liable for accidents suffered by Clients at LE LAGON where the cause is not established as arising either from a fault on the part of TIGNES DEVELOPPEMENT's staff or from a defect in the installations or their operation.

In particular, TIGNES DEVELOPPEMENT's liability may not be invoked in the event of failure to comply with safety instructions as set out in LE LAGON's Internal Rules or given by LE LAGON's staff, or in the event of inappropriate use of the installations or equipment.

For any subscription to the Fitness activity taken out by a minor aged over 16 years, a written and signed parental authorisation is compulsory. The legal representative confirms that they have been made aware of the risks associated with the activity and authorises the minor to use the installations in compliance with the Internal Rules and safety instructions. The minor is subject to the same rules as other users. Subject to applicable legal provisions, TIGNES DEVELOPPEMENT cannot be held liable for accidents, injuries or other damage arising from the minor's state of health, failure to comply with the Internal Rules or safety instructions, or inappropriate use of the installations.

TIGNES DEVELOPPEMENT holds insurance covering damage for which it, its staff and its supervisory personnel may be liable.

Article 8 – Sanctions and termination

Any fraudulent use, any inappropriate, wrongful, harmful or disorderly behaviour or any behaviour contrary to these GTCS or to public order is liable to sanction, which may range from temporary exclusion from LE LAGON to permanent exclusion and/or termination of the subscription.

In the event of exclusion or termination, the offending party shall forfeit any right to reimbursement of sums paid.

Article 9 – Complaints

Any Client wishing to make a complaint must do so by means of the complaint form available on the website www.tignes.net.

Article 10 – Non-use

As a general rule, temporary or permanent non-use of a subscription by the Client does not entitle the Client to termination, extension or reimbursement.

Article 11 – Personal data

The Client authorises TIGNES DEVELOPPEMENT to store personal information relating to them for the purposes of performing the services offered, automated profiling of Clients, customer management, market research and, in particular, for information purposes including, without limitation, loss of their card, exceptional closure of the establishment or of one of its areas, cancellation or postponement of a class or activity, changes to opening times, notably during inter-season periods or school holidays, and any information necessary to the proper performance of the service subscribed to by the Client.

The personal data collected by TIGNES DEVELOPPEMENT are strictly necessary for the performance of the aforementioned services. Such data comprise the Client's surname, first name, date of birth, photograph, telephone number and email address. Furthermore, the Client is informed that the cards are fitted with RFID chips, although the data are not retained.

Only members of TIGNES DEVELOPPEMENT's staff are recipients of the Client's personal data. Nevertheless, the Client also authorises TIGNES DEVELOPPEMENT to transmit their personal data to professionals who contribute to the proper performance of services for the Client, where applicable.

Apart from these cases, TIGNES DEVELOPPEMENT undertakes not to transmit the data provided to any third party, except pursuant to legislation or regulations in force, a court order or governmental regulation, or where such disclosure is necessary in the context of an investigation or legal proceedings.

In particular, no transfer of the Client's personal data shall take place outside the European Union.

Pursuant to Law no. 78-17 of 6 January 1978, as amended, on information technology, files and civil liberties, Clients have a right of access, objection and rectification in respect of personal data concerning them held by TIGNES DEVELOPPEMENT in the context of performing the aforementioned services.

TIGNES DEVELOPPEMENT retains the Client's personal data only for a period strictly necessary for the operations for which they were collected and in compliance with legislation in force, and for

a maximum period of three (3) years from the last contact between the Client and TIGNES DEVELOPPEMENT.

For any question or request relating to privacy protection, the Client may contact TIGNES DEVELOPPEMENT's Data Protection Officer at the following email address: dpo@tignes.net or by post at the following address: SAGEST – For the attention of the DPO/DPD – BP 51, 73321 TIGNES CEDEX.

Article 12 – Force majeure

TIGNES DEVELOPPEMENT's liability cannot be invoked in respect of any delay or contractual breach resulting from an event of force majeure, namely an event external to the parties, irresistible and unforeseeable.

Performance of TIGNES DEVELOPPEMENT's obligations shall be suspended upon the occurrence of an event constituting force majeure within the meaning of the case law of the French courts. In such a case, TIGNES DEVELOPPEMENT shall inform the Client as soon as reasonably possible of the duration of the force majeure event and its foreseeable consequences.

Article 13 – Non-waiver and severability of clauses

Failure by TIGNES DEVELOPPEMENT to apply, to require the application of or to rely on any provision of these General Terms and Conditions of Sale shall not be interpreted as a waiver of the right to invoke such provision or any other provision at a later date.

Should one or more provisions of these terms be held to be invalid, the validity of the other provisions shall not be affected, unless such provisions are inseparable from the invalidated provision.

Article 14 – Governing law and jurisdiction

The interpretation and performance of these GTCS shall be governed by French law.

In the event of a dispute concerning these GTCS or performance of the service offered, the Client is informed that they may, free of charge, refer the matter to a consumer mediator with a view to amicable resolution of the dispute, following the failure of an attempt at amicable settlement directly with TIGNES DEVELOPPEMENT, in accordance with the provisions of the French Consumer Code.

If the mediation process is unsuccessful, the competent courts shall be the French courts, with jurisdiction determined in accordance with the procedural rules in force in France at the time of the dispute.