

**PREAMBLE**

These General Conditions of Use and Sale are intended to apply to all the services offered within the framework of the activities offered by the multi-activity card called " My Tignes card". They come into force as of June 17, 2023.

They define the conditions for obtaining the card, for using the activities offered and the conditions for purchasing services at My Tignes points of sale and on the website [www.tignes.net](http://www.tignes.net)

These General Conditions of Use and Sale are intended to inform customers before activating their My Tignes accounts.

For more information on prices, payment methods, or services included in the My Tignes card, refer to the website [www.tignes.net](http://www.tignes.net)

Tignes Développement is the manager of the My Tignes cards.

Tignes Développement expressly reserves the right to make changes to the information appearing in its Brochures and website (price, content of services, percentage of discount, number of activities offered).

**1. The My Tignes card : definition**

My Tignes Card is a multi-activity card which allows access to many sports activities in Tignes.

There are children's cards (up to 13 years old inclusive) and adult cards (from 14 years old).

Each card type contains a number of activities and a time limit to consume them. The days must be consecutive.

- Bike Park pass 1 day;

- My Tignes 3 days: 10 activities + the Bike Park, duration of 3 days max

- My Tignes 7 days: 20 activities + the Bike Park, duration of 7 days max;

- My Tignes 14 days: 30 activities + the Bike Park, duration of 14 days max;

- My Tignes 21 days: 40 activities + the Bike Park, duration of 21 days max.

The content of the activities proposed in these cards is adapted to the minimum ages of practice required.

This card and the associated customer account are personal and non-transferable.

The card can be kept by the holder and can be reused for a future activation.

The Mytignes card offers access to a range of activities, regardless of what the customer prefers among them.

**2. Obtaining the My Tignes card :**

There are 2 ways to obtain the My Tignes card:

- Either it is given by a partner accommodation provider where the customer is staying:

The card is offered to customers at a preferential rate for any stay of at least one night in Tignes purchased from a My Tignes approved accommodation provider or via the Owners Partnership. The professional host bills the cards directly to the client. Customers who stay with a non-professional host (member of the Owners Partnership) receive a promo code to enter on the website [www.tignes.net](http://www.tignes.net) online store to access these rates.

Preferential rates to be found on the website [www.tignes.net](http://www.tignes.net)

- My Tignes point of sale or online at the [www.tignes.net](http://www.tignes.net) store at the public rate.

Current public rates for cards to be found on [www.tignes.net](http://www.tignes.net)

**3. Activation of the My Tignes card :**

To be able to take advantage of the activities and services offered by the card, the holder must activate his/her stay(s) by clicking on the link received by e-mail from [mytignes@tignes.net](mailto:mytignes@tignes.net) .

**4. Sale and recharging of activities on the My Tignes card :**

Any cardholder has the option of purchasing additional activities which will be credited to their card.

The purchase can be made:

- Online on the website [www.tignes.net](http://www.tignes.net) (payment is made online by secure payment)
- My Tignes point of sale

**5. Conditions of use of the card**

The card is non-refundable and non-exchangeable.

It can be reused for the following seasons and will require reactivation either by a partner host or by a My Tignes point of sale.

The holder must present his card or his personal QR code for access to each activity, according to the respective opening periods and times of the activities.

In case of non-presentation to the controllers of one or the other, access to the activity will be refused.

The card holder undertakes to respect the rules of practice of the various activities, as well as the safety rules when there are any.

**6. Loss or theft of the card**

In the event of loss or theft of the card, the beneficiary can go to a My Tignes point of sale to receive a new card free of charge. In the case of season subscriptions for residents or owners, the renewal of support will be invoiced at €5. The old card will then be invalidated and can no longer be used.

**7. Faulty card**

In the event of malfunction or technical failure of the card, Tignes Développement will replace the defective card free of charge against the return of the latter.

However, and if after verification, the defect of the card is attributable to the beneficiary (misuse), Tignes Développement will invoice the holder for the cost of replacing the defective card at the current rate.

**8. Customer service**

For all commercial and/or technical questions, customer service can be contacted:

- By phone on 04 79 40 29 92
- Through the website, contact section
- By mail to the following address:

SAGEST TIGNES DEVELOPMENT  
Sports Leisure and Culture Board

Sports & Leisure Department

BP 51 - 73321 Tignes cedex

**9. Desactivation of a card at the initiative of Tignes Développement**

Non-compliance with the personal and nominative nature of the card, non-compliance with the rules of activities, the manifestation of behavior contrary to public order and morality will result in the immediate confiscation of the card and the termination of credits and account, associated without the member being able to claim any refund, even partial.

Tignes Développement reserves the right to refuse any new membership to a member whose membership has already been terminated at the initiative of Tignes Développement.

**10. Complaints**

Any complaint must be made to a My Tignes reception desk within 15 days of the occurrence of the event giving rise to the said complaint.

**11. Online Reservations**

The customer logs on to the [www.tignes.net](http://www.tignes.net) site and can book bookable activities in the "Planning" tab. If the number of credits is insufficient, the customer is redirected to the store. The fact of paying online validates the reservation and definitively seals the formation of the reservation contract. The credits concerned are therefore pre-used .

The cancellation request must be made via the site, as soon as possible, in order to allow the reservation schedule to be updated. The customer can cancel up to 4 (four) hours before the reserved slot; beyond that, the credit will be debited, except in cases of force majeure. Unused and uncancelled credit cannot be refunded.

The client undertakes to familiarize himself with the pre-requisites and conditions of access to the activities before booking them.

**12. Bike Park**

Access to the ski lifts for hiking or downhill biking implies acceptance of these conditions of sale of Tignes Développement as well as compliance with the ski lift police regulations displayed at the start of the device specifying the conditions of access as well as the specific summer operating instructions. The control of transport tickets, the maintenance of mountain bike trails, as well as the sale of transport tickets are provided by Tignes Développement. For mountain bikers, wearing a helmet is compulsory to access the ski lifts, and only one person is allowed per bike.

Each party will take responsibility for any complaints designating it as a stakeholder.

**13. Data processing and freedoms**

The information collected by Tignes Développement when opening a My Tignes account is mandatory and is essential for activating the card. This information is intended for the use of Tignes Développement for the purposes of administrative and commercial management.

The postal and electronic mail addresses (e-mail), the telephone of the member and of the beneficiaries are likely to be communicated to commercial partners. As such, the member and the beneficiaries are informed that they are likely to receive offers from these organizations or companies. The member and the beneficiaries who accept that information concerning him be communicated under the conditions defined above, will tick the box provided for this purpose when creating their account. In accordance with law n° 78-17 of January 6, 1978 relating to data processing, files and freedoms, the member has the right to access, rectify and delete personal data concerning him. This right is exercised with customer service.

Many resort hosts have signed the My Tignes collaboration contract with SAGEST Tignes Développement (SAGEST Tignes Développement, BP 51, 73321 Tignes Cedex, e-mail: mytignes@tignes.net). In this context, these hosts must offer the My Tignes activity card to their customers for any reservation of a stay of at least 1 night during the opening period of the summer activities concerned. The customer then has access to the activities of the My Tignes card managed by SAGEST Tignes Développement.

My Tignes magnetic card works completely computerized:

1. The host connects to the My Tignes web host platform via the following link: <https://www.tignes.net/pro/my-tignes-pro>. He enters his client's email address, the dates of the stay and the number of people included in the stay reservation. The customer has the right to refuse that his e-mail address be used by the host to generate his confidential code. In this case, a generic e-mail address is made available to the host.
2. The customer receives an automatic e-mail generated by mytignes@tignes.net, allowing him to activate his stays, create his account and take advantage of the activities afterwards.
3. He thus has access to a certain number of activities for free according to his number of nights at the host.
4. The magnetic card functions as an access badge to the activity sites concerned.

www.tignes.net platform also allows the customer to purchase additional activities.

When creating the account, several personal data are requested from the customer.

#### Data controller

The controller of your personal data is SAGEST Tignes Développement (BP51, 73320 Tignes Cedex); certain technical services (hosting, duplication, data quality, customer knowledge - etc.) are entrusted to service providers JB CONCEPT (2 rue de la viscosse - Le Rayon Vert - 38130 ÉCHIROLLES - SIRET number 38133229500025 - 04 76 33 91 31) and HUBDATA (59 Avenue Jean-Jaurès - 31000 TOULOUSE [contact@hubdata.fr](mailto:contact@hubdata.fr); SIRET number 49920754600023). In accordance with Article 28 of the GDPR, these service providers are bound by a strict confidentiality clause which prohibits them from any use of the data entrusted to them not provided for in the service contract and which requires them to implement technical and organizational arrangements that meet security and personal data protection requirements.

#### Purpose of processing

The legal basis for the collection and processing of your personal data is based on the technical and legal requirements of customer & prospect management as described in simplified standard no. 48 of the Cnil. The purposes are as follows: management of contracts, orders, invoices, accounting and in particular management of customer accounts and monitoring of the relationship, processing of operations relating to customer management, prospecting operations (management of technical prospecting for standardization, enrichment and deduplication of data), selection of people to carry out loyalty, prospecting, survey, product test and promotion actions, development of commercial statistics and development of Tignes customer knowledge Development (SAGEST Tignes Développement, 73321 Tignes Cedex, e-mail: webmaster@tignes.net)

#### Data collected

For the purposes of processing, the purposes of which are described in § 3.2.2, the data collected and processed are as follows:

- Identity: title, surname, first names, address, mobile phone number, e-mail address, date of birth,
- Data relating to the means of payment: bank card number, expiry date of the bank card;
- Data relating to the transaction such as the transaction number, the details of the purchase of the subscribed service;

#### Data recipients

The recipients of your personal data are the management teams and technical service providers of Tignes Développement (Tignes Développement, 73321 Tignes Cedex, e-mail: webmaster@tignes.net). Tignes Développement is in charge of data qualification operations, enrichment of customer knowledge and management of customer relations for non-commercial purposes (information on events at the resort, follow-up on customer events).

#### The duration of the conservation

- Personal data relating to customers and collected for the purposes described in § 3.2.2 are kept for a period of three years from the end of the commercial relationship. This duration takes into account the cycle of stay observed in terms of tourist attendance, which is three years.

- Data allowing proof of a right or a contract to be established, or kept for compliance with a legal obligation, may be kept for a longer period and be archived in accordance with the provisions in force (in particular those provided for by the Commercial Code, the Civil Code or the Consumer Code).

#### Right of access, right of opposition

- Under the provisions of articles 38, 39 & 40 of the law of January 78, you have a right of access, rectification and opposition, for legitimate reasons, to the collection and processing of your personal data.
- The right of access is exercised by simple letter **with a copy of an identity document** addressed to: SAGEST Tignes Développement - Service communication - BP 51 – 73321 TIGNES Cedex
- In certain circumstances, the refusal to provide the necessary information as mentioned in § 3.2.3 may have the consequence of making it impossible for you to register as a customer, the execution of the contract for the sale

of a product or service and bring, Pde this fact, the customer has to waive it.

- Your data may be used for commercial communication purposes, electronically by e-mail or SMS, from SAGEST Tignes Développement and concerning products or services similar to those that you have acquired or to which you have subscribed. In accordance with the applicable legal provisions, you have the option of consenting or opposing the receipt of this type of communication when collecting your personal data and on any appropriate medium (reservation, contract, registration, online form, etc.) . You can also exercise your right of opposition later by using the ad hoc link which appears at the bottom of the page on each message sent.

- Your data may be used by Tignes Développement (Lac de Tignes, 73320 TIGNES - e-mail: webmaster@tignes.net) **for the purpose of sending information messages by e-mail or SMS concerning** the events of the station (newsletter). In accordance with the applicable legal provisions, you have the possibility of opposing the receipt of these messages when entering into a relationship or by clicking on the unsubscribe link which appears at the bottom of the page on each message sent.

#### 14. Cancellation and refund

Refunds may possibly be made in the event of bad weather or technical problems, at the discretion of Tignes Développement. Any other reimbursement must be the subject of an online request on the website [www.tignes.net](http://www.tignes.net) and must be accompanied by proof. The reimbursement will be calculated on a pro rata basis of the activities that have been consumed (unit price taken into account).

10% will be retained for any reimbursement of the purchase of an individual credit, corresponding to the cancellation costs.

An activity offered cannot be refunded.

Any activated card cannot be refunded.

A card cannot be refunded on the grounds that one or other of the activities was difficult to access due to their success, while the other activities offered were available, regardless of the attraction for the latter.

For the purchase of cards, SAGEST TIGNES DEVELOPPEMENT allows users to cancel an order with a refund according to the following system:

- Cancellation up to D-5: 100% refund
- Cancellation between D-4 and D-2: reimbursement of sums paid less a deduction of 10%, corresponding to the cancellation costs;
- Cancellation from D-1: no refund

#### 15. Miscellaneous Provisions

In the event that these general conditions are established in several languages, it is expressly understood that the French version of these general conditions is the only one to be authentic. Consequently and in the event of difficulty in interpreting/applying any of the provisions of these general conditions, reference should be made expressly and exclusively to the French version.

These general conditions are subject, both for their interpretation and for their implementation, to French law. In the absence of an amicable settlement, the disputes will be brought before the competent courts.