

GENERAL TERMS AND CONDITIONS OF SALE - G-PASS GRENOBLE ALPES

PREAMBLE

These general conditions of use are binding on each purchaser of the Grenoble Alpes G-PASS. The Grenoble Alpes G-PASS is managed by Otipass with registered office at 80 rue du château 26740 Montboucher sur Jabron SIRET 528 626 492 00011 (VAT number FR07528626492) in association with Agence Grenoble Alpes with registered office at 14 rue de la République 38000 Grenoble SIRET 904 934 916 000 19 (VAT number FR83414835397).

Seller's name and legal information

L'agence Grenoble Alpes, Etablissement Public à Caractère Industriel et Commercial (E.P.I.C) with registered office at 14 rue de la République in Grenoble (38000) - Tel :+33 (0)4 76 42 41 41 - email : info@grenoble-tourisme.com,

Registered in the Commercial Register under Siret number 414 835 397 00012 - Intracommunity VAT number: FR83 414 835 397 / NAF Code: 7990Z

Registered with Atout France 200/216 rue Raymond Losserand CS 60043 75680 Paris Cedex 14 under no. IM038120002 in the register of travel agents and other operators selling travel and holidays.

Holder of policy no. 80313504 taken out with AXA Assurance - Aux Charmanches - Le Touvet (38660) covering professional civil liability,

Holder of a financial guarantee issued by the Association Professionnelle de Solidarité du Tourisme (APST), 15 avenue Carnot, 75017 Paris.

Hereinafter referred to as the 'Grenoble Alpes agency'.

the general terms and conditions of use can be accessed at any time on the www.grenoblealpesalpespass.com website.

ARTICLE 1 - DESCRIPTION

The Grenoble Alpes G-PASS aims to make it easier for tourists to discover the tourist sites in the Grenoble area. It takes the form of a dematerialised pass.

The Grenoble Alpes G-PASS offers a single right of access, free of charge or at a reduced price, to a number of tourist sites, the list of which can be consulted on the website www.grenoblealpespass.com, subject to the conditions defined herein.

The Grenoble Alpes G-PASS is strictly personal and nominative. Consequently, it cannot be transferred or given to a third party.



ARTICLE 2 - PURPOSE

The purpose of these general conditions of use is to define the rights and obligations of the parties in the context of the use of the Grenoble Alpes G-PASS.

Prior to any order, the customer undertakes to read these general conditions of use of the Grenoble Alpes G-PASS and to accept them unreservedly.

Some of the visits or activities on offer may also include conditions specific to the organiser or partner site concerned, in which case these will be clearly brought to the customer's attention. Consequently, these terms and conditions only concern the conditions of use of the Grenoble Alpes G-PASS and not the specific conditions of the tour services themselves. Opening times depend on the sites themselves and each site is free to organise its own access.

These general terms and conditions of use supplement the seller's general terms and conditions of sale. The customer's order is governed by the selling partner's general terms and conditions of sale in force on the day the order is placed. Consequently, placing an order implies the customer's full and unreserved acceptance of the selling partner's general terms and conditions of sale and the general terms and conditions of use of G-PASS Grenoble Alpes.

ARTICLE 3 - SCOPE AND DURATION OF APPLICATION

These general conditions of use apply from the date of acceptance until the expiry date of the Grenoble Alpes G-PASS.

ARTICLE 4 - ENFORCEABILITY OF THE GENERAL CONDITIONS OF USE

The version of the general conditions of use enforceable against the customer is the one accepted by the customer at the time of the order.

The various versions of the general conditions of use are archived by the Grenoble Alpes agency according to the following procedures: archiving by date in paper, PDF and Word formats.

The customer may access the archived general terms and conditions of use by sending a request by e-mail to the following address: pass@agence-grenoblealpes.com

The version of the general terms and conditions of use online at www.grenoblealpespass.com takes precedence over any printed version of an earlier date for all new card purchases.

The Grenoble Alpes agency will inform the customer and the selling partner as soon as possible of any updates following changes to the general terms and conditions of use.

These terms and conditions of sale are offered in French.

ARTICLE 5 - ORDERING

The Grenoble Alpes G-PASS can only be ordered from a sales outlet contractually authorised by the Grenoble Alpes agency to sell it, hereafter referred to as the 'Grenoble Alpes G-PASS Sales Outlet'. The list of these sales outlets is available on the www.grenoblealpespass.com website.

The information and personal data relating to the holder of the G-PASS Grenoble Alpes are necessary for the proper processing of the order by the seller. Failure to do so may result in the order not being processed.

Placing an order implies the customer's full and unreserved acceptance of the vendor's general terms and conditions of sale and the general terms and conditions of use of the Grenoble Alpes G-PASS.

Payment of the order implies acceptance of the general conditions of use and validation of the order.



ARTICLE 6 - PRICE

The Grenoble Alpes G-PASS is offered at a fixed price depending on its period of validity, the age of the holder and any options, by all the Grenoble Alpes G-PASS Points of Sale.

The price includes one free or reduced-price entry for 1 adult to one of the partner sites, under the conditions described on the information material.

The price of the Grenoble Alpes G-PASS does not include any additional costs linked to processing and dispatch charges invoiced by the Grenoble Alpes G-PASS sales point, which must be brought to your attention prior to purchase.

The price of the Grenoble Alpes G-PASS does not include access to temporary exhibitions and special events at partner sites, unless otherwise stated.

The Grenoble Alpes G-PASS may not be resold at a price higher than that set by the Grenoble Alpes Agency and specified on the communication media.

All orders, whatever their origin, are payable in euros. The methods of payment accepted are those of the Grenoble Alpes G-PASS sales outlet.

Grenoble Alpes G-PASSs remain the property of the Grenoble Alpes agency until full and final payment has been received by the Grenoble Alpes G-PASS Point of Sale.

Purchases can be made directly online at www.grenoblealpespass.com or at the Points of Sale.

ARTICLE 7 - CONDITIONS OF ACCESS TO PARTNER SITES

The Grenoble Alpes G-PASS includes a defined number of prepaid, dematerialised vouchers, each giving access to a free or reduced-price visit to one of the partner sites, subject to the conditions described in the information material.

Each coupon includes admission (or a reduction on the admission price) for its rightful holder.

Prior to each visit, the holder must present the Grenoble Alpes G-PASS to validate access to the partner site concerned.

The Grenoble Alpes G-PASS is strictly personal and nominative. Consequently, it may not be transferred or given to a third party.

The partner site is entitled to ask the holder of the Grenoble Alpes G-PASS for photo identification. The bearer of the identity document must correspond to the name allocated by the seller at the time of the order and associated with the Grenoble Alpes G-PASS number.

The exhaustive list of partner sites can also be consulted on the information media made available to the customer.

The Grenoble Alpes G-PASS does not constitute a ticket.

The Grenoble Alpes G-PASS does not include availability or access to any activities offered by the sites.



ARTICLE 8 - TERMS OF USE

At the time of purchase, the Grenoble Alpes G-PASS Sales Point collects the data required to allocate and activate the Grenoble Alpes G-PASS.

Once activated, the Grenoble Alpes G-PASS can be validated at the first partner site.

Validation of an entry at a partner site using the Grenoble Alpes G-PASS is referred to as 'coupon consumption'.

From the first time a coupon is used at a partner site, the Grenoble Alpes G-PASS is valid for 24, 48, 72 or 365 days depending on the package chosen.

The Grenoble Alpes G-PASS is valid for one year from the date of purchase. An activated Grenoble Alpes G-PASS may be validated for the first time at a partner site no later than one year after the date of purchase.

If all or part of the coupons included in the Grenoble Alpes G-PASS are not used by the deadlines described above, no fee of any kind whatsoever may be claimed by way of reimbursement or compensation.

The opening times of each partner site are the responsibility of the site itself and are indicated on

www.grenoblealpespass.com.

ARTICLE 9 - INFORMATION MEDIA

The information appearing on the www.grenoblealpespass.com site is that known at the time the site was created. Despite all the care taken in its creation, the site may contain errors for which the Grenoble Alpes agency and OTIPASS cannot be held responsible.

The www.grenoblealpespass.com website is not a contractual document.

In the event of non-compliance with contractual obligations or in the event of force majeure, the Grenoble Alpes agency reserves the right to terminate its partnership with a partner site and to withdraw the visit services concerned from the Grenoble Alpes G-PASS offer, without the holder being able to prejudice any claim for compensation for any damage suffered or to claim any reimbursement or compensation whatsoever, and to withdraw the visit services concerned from the Grenoble Alpes G-PASS offer.

The opening days and times of the partner sites may be subject to change during the operation.

The partner site undertakes to inform the Grenoble Alpes agency without delay of any change relating to the proper information of Grenoble Alpes G-PASS holders: reception conditions, opening days and times, exceptional or definitive closure.

In the event of a change, the Grenoble Alpes agency undertakes to update on the www.grenoblealpespass.com website the information brought to its attention relating to the partners sites.

The Grenoble Alpes agency and OTIPASS cannot be held responsible for any changes inherent in the reception conditions of a partner site and preventing the smooth running or execution of the visit services offered as part of the Grenoble Alpes G-PASS.

Prior to any visit, it is recommended that the Grenoble Alpes G-PASS holder contact the partner site directly to find out the days and opening times of the site and the closing time of the ticket offices.



ARTICLE 10 - MALFUNCTION, LOSS OR THEFT OF THE GRENOBLE ALPES G-PASS - GUARANTEE

In the event of a technical malfunction of the Grenoble Alpes G-PASS preventing validation of the coupon when accessing a partner site, the holder is invited to go as soon as possible to one of the points of sale of his/her choice to exchange the Pass, it being understood that the data on the faulty Pass (expiry date, day(s) of use remaining and coupons available) will be transferred to the new Pass. All rights acquired on the previous Pass will be transferred to the new Pass for the benefit of the customer. The customer will therefore not suffer any prejudice.

In the event of loss or theft, the holder of the Grenoble Alpes G-PASS is considered to be solely responsible. Consequently, the holder will not be entitled to any exchange, replacement or compensation of any kind.

ARTICLE 11 - PERSONAL DATA

As part of its activity of marketing tourist services, Agence Grenoble Alpes processes personal data relating to Clients and participants.

In this respect, Grenoble Alpes collects the following personal data: data relating to the identity of individuals (first name, surname), personal and professional details (postal address, e-mail address, telephone numbers), data relating to travel (destinations, transport, meals, guided tours, etc.), data relating to invoicing (cheques, IBAN, bank cards, quotes, invoices), data relating to personal life (persons with reduced mobility).

The collection of this personal data is essential to the performance of the contract, and if the Customer refuses to provide it, he or she will be exposed to difficulties in the performance of the service, for which the Grenoble Alpes agency cannot be held responsible under any circumstances.

This personal data is collected for the sole purpose of ensuring the management of Clients and participants by Grenoble Alpes in its capacity as vendor, within the framework of the conclusion of the contract and its execution, following the Client's consent.

This data is only used for the purposes to which the Customer has consented.

More specifically, the purposes are as follows:

- Identification of persons using and/or booking services;
- Formalization of the contractual relationship;
- Carrying out the services booked with the Grenoble Alpes agency;
- Management of contracts and reservations;
- Communication of customer details to partners and guides with a view to the provision of services by the partners concerned;
- Accounting, in particular managing customer accounts and monitoring customer relations;
- Processing of operations relating to customer management;
- Prospecting and/or sending information and promotions to Customers;
- Preparation of commercial statistics;
- Development of customer knowledge;



- Sending the Grenoble Alpes agency newsletter.

The persons authorised to access the data collected within the Grenoble Alpes agency are as follows: the employees of the Grenoble Alpes agency and its partners involved in the services requested by the Client, and, where applicable, the sub-contracted service providers of the Grenoble Alpes agency involved in the performance and/or administration of the services and having to intervene in this respect in the processing, it being specified that in such a case, whether they are partners or sub-contractors, this is done in compliance with the regulations in force.

The personal data collected is kept in an active database until the services have been rendered and then archived for evidence purposes in accordance with the limitation period in civil matters (5 years).

If the identity of individuals is verified using an official document, it must be destroyed as soon as the identity has been verified. If a copy of the document is made, it should be rendered unusable (black and white copy + crossed out in pen if paper format).

Personal data relating to a prospect who does not sign a reservation contract with Grenoble Alpes will be kept for a period of 3 years from the date of collection, unless the prospect objects.

The personal data required to send the newsletter is kept for a period of three years unless the persons concerned object.

Agence Grenoble Alpes implements organisational, technical, software and physical security measures to guarantee the confidentiality, integrity and availability of data.

However, it should be noted that the Internet is not a completely secure environment and Grenoble Alpes cannot guarantee the security of the transmission or storage of information on the Internet.

The Grenoble Alpes agency has formalised the rights and obligations of Clients and participants with regard to the processing of their personal data in a document called the Confidentiality Policy or RGPD, available at the following address: www.grenoble-tourisme.com and on request from the Grenoble Alpes agency.

In application of the regulations applicable to personal data, all Customers have the right to question, access, modify, oppose and rectify, on legitimate grounds, the collection and processing of their personal data. It is possible to request that this data be rectified, completed, clarified, updated or deleted.

This right may be exercised by sending a signed letter to the Data Protection Officer, Ms Marion PERRIER, at the following e-mail address: dpo@grenoble-tourisme.com.

At any time, the Customer may lodge a complaint with the CNIL in the manner indicated on its website (<https://www.cnil.fr>).

The Grenoble Alpes Agency reserves the right to modify the present personal data protection clause at any time.

If a modification is made to the present personal data protection clause, the Grenoble Alpes agency undertakes to publish the new version on its site, and will also inform users of the modification by e-mail, at least 15 days before the effective date.



ARTICLE 12 - NO RIGHT OF WITHDRAWAL

In accordance with article L 121-20-4 of the French Consumer Code, the right of withdrawal instituted by article L.121-20 of the same code does not apply to contracts concluded for, in particular, leisure activities that can be supplied on a specific date or at a specific time.

ARTICLE 13 - CUSTOMER SERVICE

For any information, the Grenoble Alpes G-PASS holder is invited to contact the Grenoble Alpes Tourisme Welcome and Information Service: By telephone on +33 (0)4 76 42 41 41 or by e-mail: pass@agence-grenoblealpes.com.

All complaints must be sent in writing no later than one week after the expiry of the Grenoble Alpes G-PASS; by post to the following address: Agence Grenoble Alpes- 14 rue de la République 38000 GRENOBLE; or by e-mail to the following address: pass@agence-grenoblealpes.com

Agence Grenoble Alpes undertakes to reply to the customer within a maximum of one month from receipt of the letter.

ARTICLE 14 - APPLICABLE LAW - DISPUTES

These terms and conditions are subject to French law.

In the event of a dispute concerning any of the conditions of the contract, a conventional mediation procedure or any other alternative dispute resolution procedure may be initiated at the request of either party.

Failing this, the courts within the jurisdiction of the Grenoble Alpes agency's registered office. A défaut de règlement à l'amiable tout litige relève des tribunaux compétents de Grenoble.

ARTICLE 17 - DISPUTES

In the event of a complaint relating to a service, the customer should first contact the Grenoble Alpes Agency by e-mail at info@grenoble-tourisme.com or by post at 14, rue de la République - 38000 Grenoble, as soon as possible after the start of the service.

The Customer may also refer the matter to the Tourism and Travel Ombudsman on the following website: <https://www.mtv.travel/> if the response given by the Office to the Customer's complaint is deemed insufficient.

These general terms and conditions are governed by French law.



ARTICLE 18 - LINKED TRAVEL SERVICES

If, after choosing a travel service and paying for it, you book additional travel services for your holiday trip or stay through our agency or on its targeted advice, you will NOT benefit from the rights applicable to packages under Directive (EU) 2015/2302 and Article L.211-2 of the French Tourism Code.

However, if you book additional travel services with Grenoble Alpes agency, the travel services will form part of a linked travel service. In this case, as required by European Union law, the Grenoble Alpes agency has protection in order to reimburse the sums you have paid it for services that have not been carried out due to its insolvency.

Agence Grenoble Alpes has taken out insolvency protection with APST (15 avenue Carnot, 75017 Paris).

Travellers may contact this entity (APST, 15 avenue Carnot, 75017 Paris, 01 44 09 25 35, info@apst.travel) if they are refused travel services due to the insolvency of the Grenoble Alpes agency.

Note: this protection against insolvency does not apply to contracts concluded with parties other than the Grenoble Alpes agency that can be performed despite the latter's insolvency.

[Website on which it is possible to consult Directive (EU) 2015/2302 transposed into national law. <https://www.legifrance.gouv.fr/codes/id/LEGIARTI000036242695/2018-07-01/>

