

CONDITIONS OF SALE AND USE OF THE SERVICES OFFERED BY AEROPORTS DE LA CÔTE D'AZUR

"Click and Park" Service - Booking parking spaces at the airport:

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CONDITIONS OF SALE AND USE OF THE "CLICK&PARK" BOOKING SERVICE

This document defines the conditions and procedures for use and sale of the Click&Park booking service offered at Nice-Côte d'Azur Airport (hereinafter "the Airport") by:

AÉROPORTS DE LA CÔTE D'AZUR, a French "société anonyme" with a directory and a supervisory council, share capital of 148,000 € and registered office Aéroport Nice Côte d'Azur, rue Costes et Bellonte - BP - 3331 - 06206 NICE Cedex 3, listed in the Nice Business and Companies Register as number 493 479 489, operating concessionaire of Nice-Côte d'Azur Airport and Cannes-Mandelieu Airport pursuant to the ministerial order of 24 January 1956 as amended, VAT number: FR35493479489

Subscription to this service entails acceptance of these Conditions of Sale by the user.

Article 1 - Description of the service

The Click&Park booking service books a parking space through the Airport website www.nice.aeroport.fr ("**the Website**") for a given person on a specific date, for a specified period of time. The offer is based on a limited number of parking spaces offered to Users to the limit of spaces available ("**the Service**").

Only Users that have pre-booked on the Website are entitled to use this Service.

Article 2 - Conditions for booking a parking space

The Service may be subscribed by "Users" for their own needs, as follows:

- any individual aged 18 or over, or
- legal entities (for use by their personnel / designated representatives).

The User must fill in the mandatory fields on the Website application form. Aéroports de la Côte d'Azur reserves the right to reject subscriptions to the Service if erroneous or incomplete information is supplied.

The Service entitles Users to a pre-paid parking space for a vehicle over a given period of time. The period booked must be adhered to. Only vehicles considered as "light" with a maximum height within the limits set out below may park in these spaces:

Parking lot	Maximum height
P2	1m85
P4	2m20
P5	2m10
P6	2m30
P7	2m10
P9	2m20
G1	1m76
G2	2m10

Details and illustrations of the Service (plans of parking lots, accesses etc.) are provided for Users on the Website.

The Click&Park service offers a booking for a parking period limited to **a maximum of 40 days, pursuant to the Airport's car park regulations**. Two consecutive bookings are strictly forbidden.

Article 3 - Conditions of use

The Service is sold via Internet only, and is accessible to those who have created a personal account. They must also have an electronic messaging address.

When the account has been created and payment has been made, Users receive a confirmation e-mail at their electronic messaging address with a summary of their order and a car park access code.

To open the car park barrier, Users must enter (digicode) or present (2D code) the code at the entrance terminals.

Access will not be permitted to the car park prior to the date of commencement of the booking registered. Users leave the car park by inserting a ticket issued when they enter it, and where applicable paying a surcharge for exceeding the parking period booked.

NB: it is important to plan a sufficient amount of time between the time of arrival of the flight and the car park departure time. Aéroports de la Côte d'Azur cannot be held responsible for any excess parking time in connection with events unrelated to the service.

Article 4 - Specific obligations of Users - Car Park Regulations

All Users of the Service and hence of the Airport's car parks are subject to the [Airport Car Park Regulations](#).

In this regard, all Users must adhere to traffic regulations both outside and inside the car park. For the website car park regulations, [click here](#). Fines will be issued if these regulations are not observed (parking in 2 spaces, parking obstructions etc.).

Article 5 - Characteristics of the access code

The access permits (containing the access code) issued to Users are strictly personal and confidential. They cannot be assigned or transferred to third parties. Users must keep their codes until they use them at the entrance to the car park. Aéroports de la Côte d'Azur takes no responsibility in the event of utilisation by a third party or fraudulent usage.

Article 6 - Price conditions

The Service is paid for when it is ordered by:

- "carte bleue" bank card, VISA or MASTERCARD, or
- Paypal, or
- American Express bank card

The amount charged corresponds to parking time in the car park concerned at the rate including tax (in euros) in force at the time the booking is made, as described and set forth on the booking page.

If the parking time booked has been exceeded, the User must pay the following additional amounts, which are applicable as of the first hour of time exceeded:

- 15 €/day exceeded for car park P9
- 19,1 €/day exceeded for car parks P2 and P5 only in areas reserved for Club Airport Premier members
- 25 €/day exceeded for car parks P2, P4, P5, P6 and P7
- 35 €/day exceeded for car parks G1 and G2

Users may pay this directly with a bank card at the automatic pay terminals or exit terminals, or use the manual facility if they wish to pay in cash or by cheque.

All rates applicable to the services covered herein are available for consultation at www.nice.aeroport.fr

Article 7 - Modification - Cancellation - Withdrawal

7.1 Modification

The user may change a booking by logging into the Customer Area of the website on the "My Account" tab.

This is the sole means of change available. Bookings may not be changed in the Customer Relations area.

All bookings may be changed until 5 minutes before the stated time of entry to the Car Park. Once the vehicle is parked, change is no longer possible.

Modifications are in any case subject to the availability of parking spaces.

When a booking is changed to cost less than the cost of the initial booking, **the balance will not be refunded.**

When a booking is changed to cost more than the cost of the initial booking, the Professional must pay the balance.

A booking may only be changed **once at most.**

7.2 Cancellation

Any orders placed on the Website may be cancelled by Users free of charge **up to 24 h prior to the intended parking date and time.**

When Users cancel the booking, a refund will be paid directly to their bank account (the account of the bank card used to make the booking, or Paypal account).

7.3 Right of withdrawal - exclusion

The "Click&Park" booking Service constitutes a car parking space rental service provided on a certain date or over a certain period. This means Users have no legal right of withdrawal pursuant to the provisions of **Article L. 121-21-8 of the French Consumer Code.**

Article 8 - Legal and commercial guarantees

Subscription to the Service does not provide any entitlement to legal or commercial guarantees.

Article 9 - Liability - Insurance

Users must adhere to the conditions described in car park facilities and the conditions set forth in this agreement.

Pursuant to Article L. 121-19-4 of the French Consumer Code, Aéroports de la Côte d'Azur is automatically responsible vis-à-vis consumers for proper fulfilment of its obligations arising from the contract unless failed performance or improper performance of the contract is attributable to the consumer, or to an unforeseeable and insurmountable act by a third party to the contract, or to an instance of *force majeure*.

Aéroports de la Côte d'Azur may not be held responsible for failure to carry out an order as the consequence of unavailability of the Website, loss of identifiers, disruptions or problems relating to means of communication, or any instance of *force majeure*.

Users will also be liable for any damages they may incur or cause when making their online car park booking and/or as the consequence of failure to adhere to car park regulations and conditions.

They may not make any claims against Aéroports de la Côte d'Azur and its insurers in the event of utilisation of their access codes by third parties or fraudulent usage.

Pursuant to the above, Users will make their own arrangements to cover the aforementioned risks with an insurance company known to be solvent, and waive any claims against Aéroports de la Côte d'Azur, its agents and insurers, the State and its agents, for any damages and/or claims arising.

They must be able to provide Aéroports de la Côte d'Azur, in the event of a claim for which they are liable, with a current insurance certificate complying with these provisions, along with a waiver of claims by the insurers against Aéroports de la Côte d'Azur, its agents and insurers, the State and its agents.

Article 10 - Intellectual property, royalties and copyright

By granting access to the website <http://clickandpark.nice.aeroport.fr>, Aéroports de la Côte d'Azur only grants the User private non-collective non-exclusive rights to the site contents.

All reproduction rights are reserved, including downloadable documents and iconographic and photographic representations.

Any networking, redistribution or reproduction of all or part of this site in any format, even partially, on any electronic facility, is strictly forbidden without the express consent of Aéroports de la Côte d'Azur.

Reproduction of text on this site is authorised on paper only, subject to fulfilment of the following four cumulative conditions:

- Free distribution: the document may only be used for information purposes with no financial gain.
- Maintenance of the integrity of the documents reproduced: no modifications or alterations of any kind are permitted.
- A clear and legible quote of the source, as follows: "Source: ce document provient du site Internet de l'Aéroport Nice Côte d'Azur* - Droits de reproduction et de diffusion réservés" [Source: this document is from the Nice-Côte d'Azur Airport Website* - Reproduction and distribution rights reserved].
- Utilisation pursuant to prevailing legislation, especially the recommendations of the "CNIL" (French IT and Civil Liberties Commission created by Law 78-17 of 6 January 1978).

Aéroports de la Côte d'Azur reserves the right to withdraw this authorisation at any time. Please consult us for any other kinds of usage.

Reproduction and/or representation and/or dissemination of the <http://clickandpark.nice.aeroport.fr> website either totally or partially, in any way and by any means whatsoever, of one or more of its components (including the trademarks **“CLICK&PARK Aéroports de la Côte d'Azur”** and/or its logo, **“Aéroport Nice Côte d'Azur”** and/or its logo and **“nice.aeroport.fr”** (either alone or in association) is forbidden without the prior express written consent of Aéroports de la Côte d'Azur.

Failure to observe the aforementioned stipulations constitutes an infringement of copyright that may entail criminal and/or civil liability of the perpetrator, and Aéroports de la Côte d'Azur reserves the right to instigate any legal proceedings against such perpetrators.

No hypertext links to the <http://clickandpark.nice.aeroport.fr> website may be implemented without the prior express written consent of Aéroports de la Côte d'Azur.

Article 11 - IT and Civil Liberties - personal data - canvassing

AÉROPORTS DE LA COTE D'AZUR undertakes to comply with prevailing laws and regulations concerning the protection of privacy.

Personal data supplied by Users on the Website are necessary to open their personal account and take up the Service. These personal data are confidential and will only be used for the purposes of managing personal accounts.

Users may choose to receive promotional calls or e-mails from AÉROPORTS DE LA COTE D'AZUR and/or from its business partners when they create their personal account or by modifying parameters after it has been created.

In all cases, Users who do not wish to receive prospection phone calls may register on a list opposing telephone marketing.

AÉROPORTS DE LA CÔTE D'AZUR undertakes not to disclose to third parties any personal data concerning the User without authorisation by the latter.

Users may delete their account. No personal data will subsequently be held by AÉROPORTS DE LA CÔTE D'AZUR other than those necessary for compliance with its legal obligations.

Pursuant to the provisions of Law 78-17 of 6 January 1978 as amended on information technology, computer files and civil liberties, Users have the right to access and rectify the personal data collected by Aéroports de la Côte d'Azur when they take up the Service. This right may be exercised by contacting Aéroports de la Côte d'Azur at the address set forth in the following article.

Article 12 - Information, claims and legal disputes

12.1 Information

All requests for information, explanations and claims must be sent to the following address:

Aéroports de la Côte d'Azur
Espace Relation Clients
Rue Costes et Bellonte
BP 3331
06206 NICE Cedex 3.

Users may also contact Aéroports de la Côte d'Azur by phone or e-mail on the ["Contact us" section at the Website.](#)

12.2. Laws applicable - Language

These Conditions of Sale are subject to French law. Only the French version of these conditions prevails between the Parties.

12.3. Mediation - Legal disputes

In accordance with articles L. 151 - 1 et seq. of the French consumer code, all consumers are entitled to refer any disputes of a contractual nature that oppose them to the Aéroports de la Côte d'Azur company to the consumer Ombudsman designated below: MTV Médiation Tourisme Voyage, BP 80 303 - 75 823 Paris Cedex 17, www.mtv.travel. The consumer may only refer to the Ombudsman if he or she has attempted to resolve the dispute directly with Aéroports de la Côte d'Azur by a written claim and has not received a satisfactory response within a period of 60 days from the date of receipt of the original claim (all the other rules of referral to the Ombudsman are available on its website (www.mtv.travel)).

If an amicable settlement cannot be secured, any litigation arising in connection with the interpretation or performance of this agreement will be submitted:

- to common-law courts
- to the competent courts in Nice, in the case of a dispute with a User qualifying as a trader

CONDITIONS OF ONLINE SALE AND USE OF ACCESS PERMITS FOR VIP LOUNGES AT NICE-CÔTE D'AZUR AIRPORT

This document defines the conditions and procedures for utilisation of the online service selling access to VIP LOUNGES (hereinafter "the Service") at Nice-Côte d'Azur Airport (hereinafter "the Airport").

This Service (described below) is offered on the Internet services portal at the following website: www.nice.aeroport.fr (hereinafter "the Website") by the following company:

AEROPORTS DE LA COTE D'AZUR, a French "société anonyme" with a directory and a supervisory council, share capital of 148,000 € and registered office Aéroport Nice Côte d'Azur, rue Costes et Bellonte - BP - 3331 - 06206 NICE Cedex 3, listed in the Nice Business and Companies Register as number 493 479 489, operating concessionaire of Nice-Côte d'Azur Airport and Cannes-Mandelieu Airport pursuant to the ministerial order of 24 January 1956 as amended, VAT number: FR35493479489

Utilisation of the Service and access to the VIP LOUNGES arising therefrom entail prior acceptance of these Conditions of Sale and Use.

The fact that Aéroports de la Côte d'Azur has not laid claim at a given time to any of these conditions and/or an infringement by the User of any of the obligations stipulated herein may not be interpreted as a waiver by Aéroports de la Côte d'Azur on laying claim to one of these conditions subsequently.

Article 1 - Description and utilisation of the Service

The Service enables users of the Airport (hereinafter "the Users") to use the Website to purchase one or more access permits/rights to the VIP LOUNGES in boarding areas at the Airport's terminals.

The description and conditions of use of the VIP LOUNGES (hereinafter "the Lounge(s)") are set forth in Article 2 of this document.

1.1 Conditions for access to the Service

The Service may be subscribed by "Users" for their own needs, as follows:

- any individual aged 18 or over, or
- legal entities (for use by their personnel / designated representatives).

The Service is sold via the Website, and is thus accessible to Users with an Internet connection, in accordance with the availability of the Website.

Utilisation of the Website is governed by the conditions of use of the Website as posted online.

Utilisation of the Service by users is subject to the condition that they have first created a personal account on the Website and thus have a valid messaging address (e-mail).

1.2. Registration of data and purchase of access permits

The User must fill in all the compulsory fields on the Service's application form in order to purchase Lounge access permits.

Holders of a loyalty card authorised by Aéroports de la Côte d'Azur (particularly the "Airport Premier" card) must ensure they supply their card number to entitle them to access.

Aéroports de la Côte d'Azur reserves the right to reject or cancel any transactions if erroneous or incomplete information is supplied.

Users may purchase access permits for the day of their choice, and may also purchase same-day permits.

The purchase of access permits may be limited by Aéroports de la Côte d'Azur to a maximum number per transaction and per day, as defined on the online application form provided for Users.

1.3 Utilisation of access permits/rights

- Receipt and presentation of access permits/rights

When payment has been made online, Users receive confirmation of the purchase at their e-mail address.

The confirmation contains an access code (which may be a multi-dimensional QR barcode or another format) for the Lounge: Users undertake to print the confirmation and to present it at the entrance to the Lounge for access. If they fail to do so, they may be denied access.

Depending on availability of the option on the Website, Users may also choose to receive the access code on their mobile device, via MMS messaging or any other mobile application. They then undertake to present the code via the mobile device concerned at the entrance to the Lounge.

Users of a loyalty card authorised by Aéroports de la Côte d'Azur (particularly the "Airport Premier" card) may enter the Lounge by simply presenting their loyalty card once they have made payment.

Users are reminded that the access code sent by Aéroports de la Côte d'Azur in the confirmation of purchase is strictly personal and confidential. Users must keep it until the day agreed for access to the Lounge. Aéroports de la Côte d'Azur takes no responsibility in the event of loss and/or fraudulent usage by a third party. The same stipulation applies to loyalty cards (including the "Airport Premier" card).

- Validity of access permits/rights

Purchase of a Lounge access permit grants Users (whether or not they hold a loyalty card) access to a single Lounge of their choice, subject to the availability of the Lounge concerned.

The access permit allows Users to use the Lounge on the day chosen, with no time restrictions (notwithstanding adherence to opening and closing times).

An access permit (attached to an access code or a loyalty card) may only be used once: Users who have entered an initial Lounge cannot subsequently **leave and re-enter this lounge** or another lounge, unless they purchase another access permit.

An access permit is valid only for the day chosen by the User.

Users hereby accept that:

- The offer available via the Service is made on the basis of a limited number of places in the Lounge, and is therefore made to Users within the limitations of the number of places available at the time the application is made.
- Depending on the destination of their flight, Users will only have access to certain Lounges in the boarding areas concerned. In all cases Users undertake to check the availability of the Lounge they wish to use, depending on their travel plans.
- They are responsible for making timely arrangements to go through airside access controls and any police or customs checks they may have to go through before entering the Lounge.

Article 2 - Description and utilisation of Lounges

2.1 Description

The Service allows Users to enter Lounges in boarding areas at the Airport.

Aéroports de la Côte d'Azur provides Users with an extensive range of services in the Lounges, including reception, information and catering services.

The Lounges have limited capacity, and access is subject to availability (see 2.2 below).

Information concerning the names, locations and availabilities (timetables and open/closed dates) of Lounges and descriptions of the services available in the Lounges are provided on the Airport's Website, and are accessible prior to any transactions.

2.2 Utilisation

Aéroports de la Côte d'Azur reserves the right to refuse Users access to the Lounge, or to ask them to leave the Lounge if:

- The User cannot produce a valid access permit.
- Users who, although they hold an access permit for the Lounge:
 - are in an obvious state of inebriation
 - and/or constitute a threat to public order, or at the very least are liable to disrupt the comfort and tranquillity of other users of the Lounge.

Aéroports de la Côte d'Azur may also refuse access to any holders of an access permit pursuant to airport safety regulations, especially if the maximum capacity of the Lounge is reached when the holder presents the access permit at the entrance to the Lounge. Aéroports de la Côte d'Azur will do its best to secure access to Lounges for Users, but Aéroports de la Côte d'Azur cannot guarantee seating availability in advance.

When in the Lounge and when using the services provided, Users will make their own arrangements to connect their devices to an electrical or IT network in the Lounge, and will be solely responsible for the devices.

Users undertake to adhere to any other regulations applicable inside the Lounges, especially regulations concerning security, hygiene and safety.

Article 3 - Payment procedures and price conditions

The Service is payable online only when it is ordered, using the following means:

- "carte bleue" bank card, VISA or MASTERCARD, or
- Paypal

Payment is made on a secure web page.

The amount paid corresponds to the purchase of one or more Lounge access permits (to the limit of the number authorised per day and per transaction), at the rate prevailing at the time of purchase.

The price of purchases is debited when the transaction has been completed, and an invoice may be consulted and printed.

If the means of payment is not valid, the bank transaction will be refused and therefore the sale will not be made. It will therefore be cancelled automatically.

Prices may be consulted at the Website (www.nice.aeroport.fr).

Prices are valid irrespective of the time of entering the Lounge and the period during which the Service is used.

Aéroports de la Côte d'Azur reserves the right to modify the prices of the Service at any time with no prior warning, on the understanding that the prices applicable are those in force at the time the transaction is made.

Article 4 - Modification - Cancellation - Withdrawal

4.1 Modification

No modifications to the order may be made after it has been paid.

4.2 Cancellation

No orders may be cancelled after they have been paid.

4.3 Right of withdrawal - exclusion

The Service constitutes a VIP LOUNGES access service (including leisure and catering facilities) provided on a certain date or over a certain period. This means Users have no legal right of withdrawal pursuant to the provisions of **Article L. 121-21-8 of the French Consumer Code**.

Article 5 - Legal and commercial guarantees

Subscription to the Service does not provide any entitlement to legal or commercial guarantees.

Article 6 - Liability - Insurance

The User or the consumer must adhere to these online conditions of sale as stipulated on the Aéroports de la Côte d'Azur Website.

Pursuant to Article L. 121-19-4 of the French Consumer Code, Aéroports de la Côte d'Azur is automatically responsible vis-à-vis "consumers" for proper fulfilment of its obligations arising from the contract unless, of course, failed performance or improper performance of the contract is attributable to the "consumer", or to an unforeseeable and insurmountable act by a third party to the contract, or to an instance of *force majeure*.

Aéroports de la Côte d'Azur, however, may not be held responsible for any damages or harm of any kind, bodily injuries, material or non-material damages whether consequential or not, such as but not limited to damages to reputation, lost opportunities, loss of profit, revenue, turnover, data, clientele or orders.

Nor may Aéroports de la Côte d'Azur be held responsible for failed performance of the order in the event of non-availability of the Website, disruptions or total or partial strikes affecting means of communication, failed provision or improper provision of the service if this is attributable to Users themselves, to a third party unrelated to the service, and/or to an instance of *force majeure*.

Notwithstanding any legal provisions to the contrary, Aéroports de la Côte d'Azur may not be held responsible for actions by a third party. In this regard, Users and their insurers may not submit any claims against Aéroports de la Côte d'Azur and its insurers.

Nor may Users make any claims against Aéroports de la Côte d'Azur and its insurers in the event of utilisation of their access codes by third parties or fraudulent usage of their data.

Pursuant to the above, Users will make their own arrangements to cover the aforementioned risks with an insurance company known to be solvent and, except in the case of a fault attributable to Aéroports de la Côte d'Azur, they and their insurers waive any claims against Aéroports de la Côte d'Azur, its agents and

insurers, the State and its agents, for any damages and/or claims they may incur or cause when using the online sales service provided by Aéroports de la Côte d'Azur.

Article 7 - Intellectual property rights

By granting access to the Website (<http://www.nice.aeroport.fr>), Aéroports de la Côte d'Azur only grants the User private non-collective non-exclusive rights to the site contents.

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Reproduction of text on this site is authorised on paper only, subject to fulfilment of the following four conditions:

- Free distribution: the document may only be used for information purposes with no financial gain.
- Maintenance of the integrity of the documents reproduced: no modifications or alterations of any kind are permitted.
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- Utilisation pursuant to prevailing legislation, especially the recommendations of the "CNIL" (French IT and Civil Liberties Commission created by Law 78-17 of 6 January 1978).

Aéroports de la Côte d'Azur reserves the right to withdraw this authorisation at any time. Please consult us for any other kinds of usage.

Reproduction and/or representation and/or dissemination of the Website <http://www.nice.aeroport.fr> totally or partially, in any way and by any means whatsoever, of one or more of its components (including the trademarks of "Aéroport Nice Côte d'Azur" and/or its logo and "nice.aeroport.fr" either alone or in association), is forbidden without the prior express written consent of Aéroports de la Côte d'Azur.

Failure to observe the aforementioned stipulations constitutes an infringement of copyright that may entail criminal and/or civil liability of the perpetrator, and Aéroports de la Côte d'Azur reserves the right to instigate any legal proceedings against such perpetrators.

No hypertext links to www.nice.aeroport.fr may be implemented without the prior express written consent of Aéroports de la Côte d'Azur.

"Aéroports de la Côte d'Azur", "nice.aeroport.fr" and "Aéroport Nice Côte d'Azur" are registered trademarks.

Article 8 - IT and Civil Liberties - personal data - canvassing

AÉROPORTS DE LA CÔTE D'AZUR undertakes to comply with prevailing laws and regulations concerning the protection of privacy.

Personal data supplied by Users on the Website are necessary to open their personal account and take up the Service. These personal data are confidential and will only be used for the purposes of managing personal accounts.

Users may choose to receive promotional calls or e-mails from AÉROPORTS DE LA CÔTE D'AZUR and/or from its business partners when they create their personal account or by modifying parameters after it has been created.

In all cases, Users who do not wish to receive prospection phone calls may register on a list opposing telephone marketing.

AÉROPORTS DE LA CÔTE D'AZUR undertakes not to disclose to third parties any personal data concerning the User without authorisation by the latter.

Users may delete their account. No personal data will subsequently be held by AÉROPORTS DE LA CÔTE D'AZUR other than those necessary for compliance with its legal obligations.

Pursuant to the provisions of Law 78-17 of 6 January 1978 as amended on information technology, computer files and civil liberties, Users have the right to access and rectify the personal data collected by Aéroports de la Côte d'Azur when they take up the Service. This right may be exercised by contacting Aéroports de la Côte d'Azur at the address set forth in the following article.

Article 9 - Information, claims and legal disputes

9.1 Information

All requests for information, explanations and claims must be sent to the following address:

Aéroports de la Côte d'Azur
Espace Relation Clients
Rue Costes et Bellonte
BP 3331
06206 NICE Cedex 3.

Users may also contact Aéroports de la Côte d'Azur by phone or e-mail on the ["Contact us" section at the Website.](#)

9.2. Laws applicable - Language

These Conditions of Sale are subject to French law. Only the French version of these conditions prevails between the Parties.

9.3. Mediation - Legal disputes

In the event of a legal dispute, Aéroports de la Côte d'Azur and the User undertake to do their best to find an amicable solution, if necessary by means of a conventional mediation process or any other alternative procedure for the settlement of disputes.

If an amicable settlement cannot be secured, any litigation arising in connection with the interpretation or performance of this agreement will be submitted:

- in the case of individuals, to common-law courts.
- in the case of professional entities (traders), to the competent courts in Nice.

CONDITIONS OF SALE AND USE OF THE "NICE ACCESS" FAST-TRACK SERVICE

This document defines the conditions for use and sale of the "Nice Access" Service (defined in Article 1) offered at Nice-Côte d'Azur Airport (hereinafter "the Airport") by:

AÉROPORTS DE LA CÔTE D'AZUR, a French "société anonyme" with a directory and a supervisory council, share capital of 148,000 € and registered office Aéroport Nice Côte d'Azur, rue Costes et Bellonte - BP - 3331 - 06206 NICE Cedex 3, listed in the Nice Business and Companies Register as number 493 479 489, operating concessionaire of Nice-Côte d'Azur Airport and Cannes-Mandelieu Airport pursuant to the ministerial order of 24 January 1956 as amended, VAT number: FR35493479489

By subscribing to this service, Users acknowledge acceptance of these Conditions of Sale.

Article 1 - Description of the Service

The "Nice Access" service (hereinafter "**the Service**") may be booked online at the Airport website www.nice.aeroport.fr ("the Website"), and enables users to make use of a fast-track facility on a certain date at the time of purchase, providing access to security checks at the Airport's terminals.

The fast-track facility does not under any circumstances allow Users to substitute security checks.

Article 2 - Booking conditions

The Service may be subscribed by "Users" for their own needs, as follows:

- any individual aged 18 or over, or
- legal entities (for use by their personnel / designated representatives).

The User must fill in the mandatory fields on the website application form. Aéroports de la Côte d'Azur reserves the right to reject subscriptions to the Service if erroneous or incomplete information is supplied.

Details and illustrations of the Service (access plans, simplified procedures for use) are provided for Users on [the Website](http://www.nice.aeroport.fr).

Availability of the Service (access via terminal 1 or 2) may vary, depending on operating constraints at terminals (including capacity constraints).

Article 3 - Conditions of use - Access permit

The Service is sold via Internet only (with the exception of permits issued directly by a number of authorised air carriers to their customers), and is accessible to users that have created a personal account. They must also have an electronic messaging address.

When the account has been created and payment has been made, Users receive a confirmation e-mail or MMS (as the customer chooses when making the booking) at their electronic messaging address, with a summary of their order and an access permit for the Service.

The format of the access permit may be either:

- an electronic document with a 2D code, which Users undertake to print out for use or (at the choice of the User)

- a 2D code sent as an MMS message to the User's mobile phone (the User confirms a valid phone number and the equipment and phone subscription required to receive and present the 2D code at the entrance terminals on the intended day of use).

The access permit:

- Is single-use and may only be used once (the code is disabled immediately after it has been used for the first time).
- It provides access to the Service during a slot (date/time) that is available at the time of booking, chosen and confirmed online by the User (it may, however, be used between 1 hour prior to the slot chosen and 6 hours after the slot chosen).
- Access is provided to the fast-track facility by presenting the access permit at the electronic terminal at the queue entrance (the 2D code on a printed page or the screen of a mobile phone/tablet is brought up to the terminal).

The access permits issued to Users are strictly personal and confidential, and Users must keep their permits until they use them at the entrance to the fast-track queue.

Aéroports de la Côte d'Azur takes no responsibility in the event of misuse of the permit pursuant to this document, in the event of utilisation of the permit by a third party or fraudulent usage.

Aéroports de la Côte d'Azur reserves the right to cancel the access permit if it discovers suspected fraudulent usage.

NB: it is important to plan a sufficient amount of time between going through security checks and the flight departure time. Aéroports de la Côte d'Azur cannot be held responsible for any time excesses in connection with events unrelated to the service.

Article 4 - Specific obligations of Users - security/police regulations

All Users of the Service are subject to the *préfecture's* current policing order at the Airport. Pursuant to the laws applicable, this defines procedures for movements by users of the Airport in public areas and boarding areas (including compulsory security checks).

Thus all Users must adhere to these regulations and undergo all the security checks required for access to the boarding area, failing which they will be subject to administrative fines or legal action.

Article 5 - Price conditions

The Service is paid for when it is ordered by:

- "carte bleue" bank card, VISA or MASTERCARD, or
- Paypal

The price stipulated on the booking platform includes all taxes and is stated in euros.

This is the price prevailing when the booking is made, as described and stated on the booking page.

In all cases, all rates applicable to the services covered herein are available for consultation at www.nice.aeroport.fr

Article 7 - Modification - Cancellation - Withdrawal

7.1 Modification

No modifications to the order may be made after it has been paid.

7.2 Cancellation

No orders may be cancelled after they have been paid.

7.3 Right of withdrawal - exclusion

The Service constitutes a booking of an access permit that may be used on a date or over a period determined by the User (the Service is provided subject to capacity limitations). This means the User has no legal right of withdrawal pursuant to the provisions of **Article L. 121-21-8 of the French Consumer Code**.

Article 8 - Legal and commercial guarantees

Subscription to the Service does not provide any entitlement to legal or commercial guarantees.

Article 9 - Liability - Insurance

Users must adhere to the conditions described in this agreement.

Pursuant to Article L. 121-19-4 of the French Consumer Code, Aéroports de la Côte d'Azur is automatically responsible vis-à-vis consumers for proper fulfilment of its obligations arising from the contract unless failed performance or improper performance of the contract is attributable to the User, or to an unforeseeable and insurmountable act by a third party to the contract, or to an instance of *force majeure*.

ACA, however, does not undertake under any circumstances to guarantee any swiftness or fluidity of access to security checks and/or priority queues, particularly at times when large numbers of passengers are using the facilities.

Aéroports de la Côte d'Azur may not be held responsible for failure to carry out an order as the consequence of unavailability of the Website, loss of identifiers, disruptions or problems relating to means of communication employed by Users, or any instance of *force majeure*.

They may not make any claims against Aéroports de la Côte d'Azur and its insurers in the event of utilisation of their access permits by third parties or fraudulent usage.

Pursuant to the above, Users will make their own arrangements to cover the aforementioned risks with an insurance company known to be solvent, and waive any claims against Aéroports de la Côte d'Azur, its agents and insurers, the State and its agents, for any damages and/or claims arising.

They must be able to provide Aéroports de la Côte d'Azur, in the event of a claim for which they are liable, with a current insurance certificate complying with these provisions, along with a waiver of claims by the insurers against Aéroports de la Côte d'Azur, its agents and insurers, the State and its agents.

Article 10 - Intellectual property, royalties and copyright

By granting access to the Website, Aéroports de la Côte d'Azur only grants the User private non-collective non-exclusive rights to the Website contents.

All reproduction rights are reserved, including downloadable documents and iconographic and photographic representations.

Any networking, redistribution or reproduction of all or part of this site in any format, even partially, on any electronic facility, is strictly forbidden without the express consent of Aéroports de la Côte d'Azur.

Reproduction of text on this site is authorised on paper only, subject to fulfilment of the following four cumulative conditions:

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- Utilisation pursuant to prevailing legislation, especially the recommendations of the "CNIL" (French IT and Civil Liberties Commission created by Law 78-17 of 6 January 1978).

Aéroports de la Côte d'Azur reserves the right to withdraw this authorisation at any time. Please consult us for any other kinds of usage.

Reproduction and/or representation and/or dissemination totally or partially, in any way and by any means whatsoever, of one or more components of the Website (including all trademarks and/or logos) is forbidden without prior express written consent by Aéroports de la Côte d'Azur.

Failure to observe the aforementioned stipulations constitutes an infringement of copyright that may entail criminal and/or civil liability of the perpetrator, and Aéroports de la Côte d'Azur reserves the right to instigate any legal proceedings against such perpetrators.

No hypertext links to the Website may be implemented without prior express written consent by Aéroports de la Côte d'Azur.

Article 11 - IT and Civil Liberties - personal data - canvassing

AÉROPORTS DE LA COTE D'AZUR undertakes to comply with prevailing laws and regulations concerning the protection of privacy.

Personal data supplied by Users on the Website are necessary to open their personal account and take up the Service. These personal data are confidential and will only be used for the purposes of managing personal accounts.

Users may choose to receive promotional calls or e-mails from AÉROPORTS DE LA COTE D'AZUR and/or from its business partners when they create their personal account or by modifying parameters after it has been created.

In all cases, Users who do not wish to receive prospection phone calls may register on a list opposing telephone marketing.

AÉROPORTS DE LA COTE D'AZUR undertakes not to disclose to third parties any personal data concerning the User without authorisation by the latter.

Users may modify and also delete their account. No personal data will subsequently be held by AÉROPORTS DE LA COTE D'AZUR other than those necessary for compliance with its legal obligations.

Pursuant to the provisions of Law 78-17 of 6 January 1978 as amended on information technology, computer files and civil liberties, Users have the right to access and rectify the personal data collected by Aéroports de la Côte d'Azur when they take up the Service. This right may be exercised by contacting Aéroports de la Côte d'Azur at the address set forth in the following article.

Article 12 - Information, claims and legal disputes

12.1 Information

All requests for information, explanations and claims must be sent to the following address:

Aéroports de la Côte d'Azur
Espace Relation Clients
Rue Costes et Bellonte
BP 3331
06206 NICE Cedex 3.

Users may also contact Aéroports de la Côte d'Azur by phone or e-mail on the ["Contact us" section at the Website.](#)

12.2. Laws applicable - Language

These Conditions of Sale are subject to French law. Only the French version of these conditions prevails between the Parties.

12.3. Mediation - Legal disputes

In the event of a legal dispute, Aéroports de la Côte d'Azur and the User undertake to do their best to find an amicable solution, if necessary by means of a conventional mediation process or any other alternative procedure for the settlement of disputes.

If an amicable settlement cannot be secured, any litigation arising in connection with the interpretation or performance of this agreement will be submitted:

- in the case of individuals, to common-law courts.
- in the case of professional entities (traders), to the competent courts in Nice.