

## **ARC 1950**

### **PROTECTION CHARTER** **PERSONAL DATA**

The purpose of this policy is to help you better understand the principles and rules applicable to the processing of your personal data by ASSOCIATION SYNDICALE LIBRE- RESORT CLUB ARC 1950 and its sub-contractors, in order to protect your personal data.

In accordance with the General Data Protection Regulation (GDPR) adopted by the European Parliament on 14 April 2016, and the amended French Data Protection Act of 6 January 1978, ASSOCIATION SYNDICALE LIBRE- RESORT CLUB ARC 1950 and its subcontractors are committed to ensuring the highest level of protection for your personal data and inform you of the following points:

#### **ARTICLE 1. PERSON RESPONSIBLE FOR PROCESSING YOUR PERSONAL DATA**

The data controller is ASSOCIATION SYNDICALE LIBRE- RESORT CLUB ARC 1950, having its registered office at Auberge Jérôme - Arc 1950 - 73700 BOURG-SAINT-MAURICE, registered under SIREN number 448 550 046, hereinafter referred to as Station Arc 1950 (ASL).

Tel.: 04.79.04.19.00

Email: [syndicat@arc1950.com](mailto:syndicat@arc1950.com)

To facilitate the collection and processing of data, the ASSOCIATION SYNDICALE LIBRE- RESORT CLUB ARC 1950 uses the services of subcontractors, who are also recipients of your data:

- Microsoft Azure, located at Agriport A7 101, 1775 TA, Middenmeer - NETHERLANDS ;
- Neptune Internet Services, located at 2 RUE DE LA PAIX, 38816 - GRENOBLE CEDEX 1.

Arc 1950 Resort (ASL) has naturally ensured that the said sub-contractors are in compliance with the RGPD in addition to all legal provisions ensuring the compliance of the collection and use of your personal data.

#### **ARTICLE 2. NATURE OF THE PERSONAL DATA COLLECTED**

We may collect several types of information about you, including :

- Identity data (surname, first name, age, nationality, etc.).
- Contact data (email, telephone, postal address, etc.).
- Details of the composition of your travel group (adults, children, friends, etc.).
- Data on services booked through our intermediary (details of products, booking date, dates and duration of services, amounts, etc.).
- Your preferences and interests (activities enjoyed, criteria for choosing your holidays, etc.).
- Your level of satisfaction, your questions/comments about your stay.
- Information generated in the course of browsing or using our website and our digital applications.
- Connection logs and browsing data.

### **ARTICLE 3. PURPOSES - LEGAL BASIS - RETENTION PERIOD FOR PERSONAL DATA COLLECTED**

In accordance with article 6.1. of the RGPD (European regulation on the protection of personal data) and article 7 of the Data Protection Act, we use the following applicable legal bases:

- **Public interest or authority**: the processing of personal data is necessary for the performance of a task in the public interest or in the exercise of official authority vested in Station Arc 1950 (ASL);
- **Legal obligation**: the processing of your personal data is required by law;
- **The contract**: the processing of personal data is necessary for the performance of the contract to which you have consented. This may be the case, for example, when you take out a subscription to one of the station's services;
- **Legitimate interest**: processing is necessary to satisfy the legitimate interest of the resort;
- **Consent**: you agree to the processing of your personal data by means of express consent (tick box, click, newsletter subscription). You may withdraw this consent at any time.

The processing of your personal data is justified by different lawfulness (legal basis) depending on the use we make of the personal data. Below you will find the purposes, legal bases and retention periods that we apply to the processing of your personal data, depending on how we use it:

	PURPOSE	LEGAL BASIS FOR PROCESSING	SHELF LIFE
DATA RETENTION	Retention for evidential purposes in the event of litigation.	Legal obligation under Article L110-4 of the French Commercial Code.	5 years from the end of performance of the contract.
RESERVATIONS / PURCHASES	Manage purchases and bookings made with the Arc 1950 resort, its retailers and partners and its website <a href="https://www.arc1950.com">https://www.arc1950.com</a> . Follow-up and liaise with the relevant service providers.	Processing necessary for the monitoring and performance of a contract to which you are a party.	Data retention limited to the duration of the commercial relationship.
MARKETING AND RELATIONSHIP COMMUNICATIONS PROGRAM	To send the Arc 1950 Resort and its partners or service providers relational programmes, by newsletter or SMS, promotions and offers for tourism or services.	1. Obligations arising from the European ePrivacy Directive (2002/58/EC amended in 2009). 2. Need to obtain your consent.	3 years from the date on which you were last active with Arc 1950 Resort and its partners or service providers.
FOLLOW-UP AND RELATIONSHIP CYCLE	Sending communications before, during and after your booking / purchase / visit, to keep you informed and improve your experience.	Processing necessary for the pursuit of the legitimate interest of Station Arc 1950 (ASL) in informing and facilitating the journey of visitors to the destination and in improving and promoting its services.	3 years from the date on which you were last active with Arc 1950 Resort and its partners or service providers.

<b>THE COLLECTION OF INFORMATION THROUGH THE USE OF COOKIES</b>	Production of statistics to improve the customer experience on our website.	Legitimate interest of the data controller (Station Arc 1950 (ASL)) in improving its services and the customer experience on its website.	13 months from the date of collection of the information. (CNIL)
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You also consent to your personal data being used to **improve the quality of service and your customer experience:**

- Carry out marketing and brand promotion operations;
- Gain a better understanding of your needs and wishes;
- Adapt our products and services to meet your needs as closely as possible;
- Personalise offers and relational messages for you;
- Qualification of the customer database ;
- Segmentation operations based on booking history and your travel habits with a view to sending targeted communications, in accordance with the obligations arising from the European ePrivacy Directive (2002/58/EC as amended in 2009);
- Forecasting and anticipating future customer behaviour;
- Establishment of statistics and commercial scores and reporting actions;
- Provide contextual data to marketing tools. This happens when a customer visits the Arc 1950 resort website or makes a reservation with the destination;
- Knowing and managing customer preferences;
- Carrying out studies and analyses of questionnaires and customer feedback;
- Complaints management.

This processing is necessary for the pursuit of the legitimate interests of Station Arc 1950 (ASL) consisting of promoting and improving its services, carrying out direct marketing actions, in particular when you register for our relationship programme or the commercial relationship with Station Arc 1950 (ASL) or one of its entities, partners or subcontractors. The aforementioned data is subject to a retention period of 3 years from the date on which you were last active with us.

Any use of personal data for purposes other than those listed above will require your prior consent.

#### **ARTICLE 4. DATA STORAGE**

The personal data collected is intended for the exclusive use of Arc 1950 Resort (ASL) and its entities, partners and subcontractors.

This data is stored on servers located in the European Union and is not intended to be transferred outside the EU.

We would like to inform you that, to facilitate the collection and processing of the data you have communicated to us, this data is stored on hosting servers managed by our subcontractors:

- **Neptune Internet Services**: a simplified joint stock company with capital of €30,080.00, located at 2 RUE DE LA PAIX, 38816 - GRENOBLE CEDEX 1, registered in the Grenoble Trade and Companies Register under number 402 822 282;
- **Microsoft Azure**: located at Agriport A7 101, 1775 TA, Middenmeer - NETHERLANDS.

The protection of data collected and stored in the Netherlands by the Company MICROSOFT AZURE is also governed by the provisions of the RGPD adopted by the European Parliament on 14 April 2016 and in force since 25 May 2018. In accordance with the CNIL, transfers of personal data to this country are not subject to supervision by transfer tools.

Any further information concerning the processing and collection of data in the Netherlands may be consulted at the following addresses: <https://www.autoriteitpersoonsgegevens.nl/> and DUTCH DATA PROTECTION AUTHORITY, Postbus 93374, 2509 AJ DEN HAAG - NETHERLANDS.

We confirm that each of the subcontractors complies with the RGPD, and we have previously ensured that its service providers have implemented adequate guarantees and complied with strict conditions in terms of confidentiality, use and data protection.

However, we cannot be held responsible for the content of the Sites to which links on our Sites lead, their level of security or the confidentiality practices applied.

Under no circumstances will your data be transferred, rented or sold to third parties without your prior consent, unless we are obliged to do so by law, regulation or court order, or if such disclosure is necessary for the purposes of an investigation, injunction or legal proceedings, whether at home or abroad.

We have taken all necessary precautions to protect the security of personal data and, in particular, to prevent it from being distorted or damaged or accessed by unauthorised third parties.

These measures include: multi-level firewall, proven anti-virus and intrusion detection, encrypted data transmission using SSL/https/VPN technology, etc.

In the event of a breach of your Personal Data (loss of availability, integrity or confidentiality), whether accidental or unlawful, we will not fail to take the appropriate action within the regulatory deadlines.

## **ARTICLE 5. COOKIE POLICY AND MANAGEMENT**

### **Article 5.1 - Cookies on the Arc 1950 Resort website**

Cookies are pieces of information sent by the server to your web browser.

Certain cookies are used on our site for statistical analysis purposes: date and time of your visit, language in which the site is consulted, pages most frequently consulted, your computer's operating system, browsing software, visits to and use of the various sections of our site in order to improve the interest and ergonomics of our services, etc.

In order to optimise the site's content and services and tailor them to your needs, the <https://www.arc1950.com> site collects your IP address (*the number assigned to your computer by your Internet service provider*).

This information is anonymous and reflects all the connections made and not those of an identified person.

By browsing the site, you can accept or deactivate cookies at any time, individually or in their entirety, and modify or withdraw your consent from the cookie declaration on our website.

Please note that if you do not accept the installation of cookies, you will not be able to take advantage of certain functions on the site, in particular: browsing preferences, access to services such as geolocation or personalisation of content.

The cookies and trackers used on the Arc 1950 Resort website are :

- Google Analytics
- Google Search Console
- DataGarden
- Facebook pixel

- Google Ads script

### **Article 5.2 - Third-party cookies**

When you visit the Station Arc 1950 (ASL) website, partner companies may place third-party cookies on your terminal. This may be the case for links to websites or applications that allow you to share our content with others, particularly on social networks (*Facebook, Twitter, Instagram, etc.*).

Even if you have not used these information-sharing tools, your browsing may nevertheless be tracked if your account or session is activated on your terminal at that time.

The Arc 1950 Resort website has no control over cookies placed by third parties, nor over the collection of information resulting from them.

We advise you to inform yourself about the terms and conditions and the data protection policies of the Sites or applications in question.

## **ARTICLE 6 - RIGHTS**

### **Article 6.1 - Opposition rights - Unsubscribing**

You have the right to object to the processing of your Data and its use for canvassing purposes, in particular commercial canvassing. This right may be exercised by sending a letter to the following address ASSOCIATION SYNDICALE LIBRE- RESORT CLUB ARC 1950, Auberge Jérôme - Arc 1950 - 73700 BOURG-SAINT-MAURICE or by email to the following address: [syndicat@arc1950.com](mailto:syndicat@arc1950.com).

Each e-mail we send contains an unsubscribe link allowing you to automatically stop this type of communication. If you choose to unsubscribe, you will be removed from the corresponding mailing list within a reasonable technical period.

To unsubscribe from our newsletters, you can exercise your right to object by clicking on the unsubscribe link at the bottom of each of our newsletters. Requests to unsubscribe are only effective if a message confirms this. If this is not the case, you may exercise your right of objection by post, as described herein.

### **Article 6.2 - Rights of access, rectification, erasure and restriction of processing**

Your data is processed in accordance with Act no. 78-17 of 6 January 1978 on Data Processing, Data Files and Individual Liberties, as amended by Act no. 2004-801 of 6 August 2004 and the RGPD in force since 25 May 2018.

In accordance with these regulations, you have the following rights:

- right of access and rectification
- right to restrict processing
- right to erase and delete personal data
- the right to withdraw your consent at any time
- right to data portability

These rights may be exercised at any time by writing to the following addresses:

- by e-mail to [syndicat@arc1950.com](mailto:syndicat@arc1950.com)
- by post to the following address ASSOCIATION SYNDICALE LIBRE- RESORT CLUB ARC 1950, Auberge Jérôme - Arc 1950 - 73700 BOURG-SAINT-MAURICE

Please enclose proof of identity with your request.

If you exercise these rights, we will endeavour to respond to your requests as quickly as possible, within the maximum legal limit of (1) month, without incurring any costs for you.

If, after contacting us, you feel that your rights have not been respected, you may lodge a complaint with the CNIL.

## **ARTICLE 7 - SUB-CHARTER FOR USE OF THE NEPTUNE PUBLIC WIFI NETWORK PROVIDED BY ARC 1950 RESORT (ASL)**

### **Article 7.1 - Acceptance - Interpretation of the sub-chart - Accessibility**

Within the Arc 1950 Resort (ASL), we provide a public Wifi connection via an external subcontractor called Neptune Internet Services, located at 2 RUE DE LA PAIX, 38816 - GRENOBLE CEDEX 1.

Access and connection to the public Wifi network provided and hosted by Neptune Internet Services is available to the public and users via: <https://arc1950.internet-ici.net> plus, where applicable, QR Codes that will be displayed, visible and scannable by the public, on the facades of the village's shops and restaurants, at the tourist office information point, in the residences' reception areas, on the events programme or any other communication medium, on the events.

Please note that when you log in, you may be asked for your email address or any other personal information (surname, first name, age, date of birth, etc.).

Each time you connect to or use the Wifi facilities provided, you will be informed that your personal data and information will be collected and hosted on Neptune Internet Services servers.

Any connection to or use of this Wifi service implies your agreement to the use and transmission of your information and personal data to this structure, in accordance with legal provisions.

### **Article 7.2 - General conditions of use of the Wifi Public service - Neptune Internet Services**

Use of the Wifi Public - Neptune Internet Services service is subject first and foremost to compliance with the laws and regulations in force. Use of this service implies irrevocable acceptance by the user, without any signature being required, of all the provisions and obligations contained in this sub-charter.

The user acknowledges that he/she is in a place open to the public. They undertake to use both their computer equipment and the service offered in a manner that complies with the law, and in particular to refrain from any behaviour or use that is contrary to public order or morality.

In particular, he/she must not use his/her equipment or this service for illegal, illicit or prohibited purposes, i.e., without this list being exhaustive, he/she undertakes to respect :

- the law and shall refrain from accessing, putting online or displaying content and information, whether or not originating from an online posting on the Internet network but considered illegal by law or the courts, such as information, messages, texts, images or videos of a violent nature, inciting violence or hatred, degrading to the human person, pornographic or paedophilic and/or of a provocative nature and damaging to the integrity or sensitivity of any person whatsoever;
- the privacy of any person and the secrecy of correspondence, it is forbidden to intercept any message or communication sent by telecommunications;
- legislation on personal data and the automated processing of personal information, as well as legislation and texts relating to copyright, trademarks, patents and intellectual and industrial property.

It is forbidden to reproduce or use any multimedia creations, software, texts, press articles, photos, sounds, images of any kind, trademarks, patents, designs and models in breach of this legislation, it being specified that any mention of the existence of rights to these elements and/or data and/or files may not be removed and that any reproduction of a work or one of these elements and/or files and/or data without the consent of the holder of the rights constitutes an infringement.

When using this service, users are prohibited from :

- Harvest or collect any information about third parties without their consent;
- defame, disseminate, harass, stalk or threaten anyone, or violate the rights of others; create a false identity;
- attempt to obtain unauthorised access to a service and/or file or data;
- distribute or download elements containing software or other elements protected by intellectual property rights, unless he/she owns said rights or has received all necessary authorisations to do so; send any undesirable message or carry out "spamming";
- to send any mail and/or electronic message containing threatening, abusive, defamatory, obscene, indecent or unlawful statements or statements infringing personal rights or the protection of minors;
- transmit any virus, Trojan horse, logic bomb or any other program that is harmful or destructive to third parties and/or any user;
- attempting to gain or maintain unauthorised access to an automated data processing system;
- disrupt the services and/or content and/or data accessed;
- send chain letters or offer snowball or pyramid schemes;
- to send any advertising, promotional message or any other form of unsolicited solicitation or canvassing;

It is the user's responsibility to check that they have the hardware, software and browsers required to use this service. Users remain solely responsible for the security and protection of their connected equipment. Arc 1950 Ski Resort (ASL) is not responsible for any connection problems that may arise between computers, and its staff do not intervene in users' personal equipment.

The service provider may not under any circumstances be held liable to compensate for direct and/or indirect damage suffered as a result of the use of the Wifi Public - Neptune Internet Services service by the user, the latter being under the responsibility of the users in compliance with this sub-charter.

The user acknowledges that the service provider cannot be held responsible for the content or services accessed and does not guarantee either accessibility to content and services or speed of use. Access to the Wifi Public - Neptune Internet Services service may be suspended at any time without notice.

We inform users of the service that the new provisions applicable to the fight against terrorism require technical connection data to be kept for a period of **12 months**, namely: sender, recipient, time, duration and place of origin of communications, with the exception of their content.

You declare that you have read this sub-charter in its entirety, undertake to comply with it and acknowledge that your equipment, its content and the use of the Wifi Public - Neptune Internet Services service are your sole responsibility.

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This policy comes into force on 16 December 2023.

This policy may be updated from time to time. In this case, we will indicate the date of the last update at the bottom of the charter. Your consent will systematically be required if the update to this confidentiality statement affects in any way the rights to use your personal information in relation to the provisions set out in this Charter at the time the information was collected.

For further information on RGPD regulations: <https://www.cnil.fr/>

Arc 1950 le Village, 13 December 2023

Signature :

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