

CONDITIONS OF ACCOUNT USE

1) Manager / Contacts

The Website www.nice.aeroport.fr is administered and managed by the company:

AEROPORTS DE LA COTE D'AZUR ("ACA")

a limited-liability company governed by an executive board and supervisory board with a capital of €148,000, with head offices at Aéroport Nice Côte d'Azur, Rue Costes et Bellonte – BP 3331 – 06206 NICE Cedex 3, FRANCE, registered in the Nice Trade and Companies Register under the number 493 479 489, managing company of Nice Côte d'Azur Airport and Cannes-Mandelieu Airport, by French interministerial order dated 24 January 1956 as amended, VAT number: FR35493479489

Any request for information or any complaint should be sent using the following contact details:

- By post: ACA, Espace Relation Customers, Rue Costes et Bellonte, BP 3331, 06206 NICE Cedex 3, FRANCE.
- By email: nice.aeroport@cote-azur.aeroport.fr
- By telephone: +33 (0)820 423 333* (*€0.12 / min. within France)

2) Definitions and Preliminary Information:

With respect to these Conditions of Account Use, the following terms shall have the meanings defined below:

- **Airport:** refers to Nice Côte d'Azur Airport;
- **User or Customer:** refers to any physical person of legal age or any legal entity (duly established), **having created an Account with the intention of** using the Website;
- **Club Airport Premier or CAP:** free loyalty programme offered by ACA, allowing members to benefit from special offers and advantages at the Airport: <https://www.nice.aeroport.fr/en/services/club-airport-premier>
- **Account:** refers to the personal account, opened by the User on the Website, in order to gain access to the Products and Services;
- **Conditions:** refers to these conditions of use;
- **Website:** refers to the website <https://www.nice.aeroport.fr/en> and any variation of the latter in mobile format (application or optimised website);
- **Terms & Conditions of Sale:** refers to the terms and conditions of sale for Products or Services sold online on the Website (see Article 6 of these Conditions of Account Use);
- **Product or Service:** refers to a product or service provided either free of charge or subject to payment, on or via the Website, by ACA or a third party.

Any creation of an Account on the Website entails the acceptance of these Conditions.

These Conditions are subject to change at any time; however, only those in force at the time of registration, previously accepted by the User, are enforceable against the User.

The fact that ACA does not invoke, at any given time, any of these Conditions and/or a breach by the User of any of the obligations stipulated herein, may not be interpreted as a waiver by ACA of the right to invoke the said Conditions at a later date.

The User declares that they are fully entitled to create an online account on the ACA Website, and fulfil the obligations or benefit from the rights stipulated therein.

3) Creation of an online Account

Excluding exceptions (in particular in the event of an express purchase), the Services and Products may not be reserved, used and/or purchased by anyone other than Users who have previously created an Account on the Website.

For this reason, the User declares that they have a valid email address, and undertakes to complete all obligatory fields in the registration form, in order to validate the creation of their Account.

The creation of an Account is authorised for individuals over 16 years of age.

An Account may only be opened for personal use.

Under all circumstances, ACA reserves the right:

- to refuse or cancel any transaction if the data provided is incorrect or incomplete;
- to suspend or revoke an Account in the event of non-compliance with the related obligations under these Conditions of Account Use (in particular with respect to any payment obligations).

4) Club AIRPORT PREMIER membership

ACA's Club Airport Premier ("CAP" or "the Programme") is the free loyalty programme offered by ACA, with the aim of improving ACA's knowledge and recognition of Airport users.

Any User who is a physical person acknowledges and accepts that any creation of an online Account entails membership of ACA's Club Airport Premier, and enables them to benefit from a CAPS credit (legal entities may not be a Programme Member).

This membership generates no obligation on the part of the User, with the User remaining free not to use it. Conversely, this Programme simply allows them to automatically benefit from the advantages of the Club, only if they so wish, and without any purchase obligation, within the conditions defined below.

4.1. Operation of the Programme

The CAPS represent the points credited to User accounts.

Depending on the number of CAPS acquired and accumulated, Users may obtain services and/or discounts based on the number of flights taken departing from Nice Airport and/or purchases made in the stores and/or via the Nice Airport Website -> <https://www.nice.aeroport.fr/en>

CAPS can only be used for the purposes explicitly stated in these Conditions. CAPS cannot, under any circumstances, be transferred, bequeathed, assigned or combined, free of charge or in return for financial

consideration, to or with the account or CAPS of any other person, whether or not this person is a User. CAPS cannot be converted into cash.

The entire presentation of the Airport Premier service can be accessed via the following link:

<https://www.nice.aeroport.fr/en/services/club-airport-premier>

4.2. Allocation of Programme cards

All Users will be allocated:

- a Membership number and ACCESS status.
- a digital Membership card.

This card can be accessed via their Account on the Website. This card allows them to accumulate points.

Based on their number of points, each User may subsequently obtain Gold status (Gold card at 1,000 points) or Platinum status (Platinum card at 3,000 points) (see <https://www.nice.aeroport.fr/en/services/club-airport-premier#section-2>)

Cards issued to Users (ACCESS, GOLD or PLATINUM) are strictly personal and non-transferable.

Any Users who have configured their smartphone to obtain a virtual Membership card will have the option to automatically connect to the Airport's free Wi-Fi network (depending on network availability). All Users agree to use the Airport's Wi-Fi network in accordance with the associated conditions of use, available on the WIFI portal.

This automatic connection option will be initially available for iOS-type mobile devices, and subsequently for Android devices at a later date. Users may contact ACA for further information.

4.3. Promotional information to Users

ACA may provide promotional information to active Users who wish to receive such information, and who have explicitly requested it from ACA via the Website.

4.4. Membership, Verification and Exclusion of Users

Newly registered members are considered to be active Users on the date that their first point is recorded on their account.

ACA reserves the right to ask Users to provide proof, by any appropriate means that they have indeed taken the flights for which CAPS have been awarded.

User membership will end automatically in the following cases:

- in the event that the Programme is suspended by ACA;
- any account having recorded no CAPS for two consecutive years;

- upon the death of the User. CAPS that are unused on the date of death will be cancelled.

ACA reserves the right to exclude any User from the Programme for any infringement of the Programme rules. This includes Users who abusively or fraudulently use the advantages allocated to them under the Programme, notably including: false declarations, fraudulently recorded flights or purchases on their account, or any other infringement of these conditions.

In the event of multiple memberships, any membership other than that first approved by ACA will be cancelled, along with any CAPS credited to these accounts.

Should a User be excluded from the Programme and/or their Account closed, all of the rights associated with the CAPS accumulated prior to that date will be lost without the User, or their rightful claimants, being able to claim any form of compensation.

5) Protection of Personal Data

When creating their Account, the User provides ACA with a certain amount of their personal data, in accordance with the provisions of the Personal Data Protection Policy:

<https://en.nice.aeroport.fr/Passengers/Personal-data-protection-policy>

ACA undertakes to protect this data in accordance with the European General Data Protection Regulation (GDPR) dated 27 April 2016, and to guarantee the confidentiality of the said data.

In accordance with the personal data protection regulations, the User has the right to access, rectify and delete their data, in addition to the right to request the limitation of or oppose the processing to which they are subject. They also have the right to the portability of their data.

Furthermore, the User has the right to lodge a complaint with a supervisory authority, should they deem that the processing of their data constitutes a violation of the data protection regulations, in accordance with Article 77 of the European data protection regulations.

For any further information or requests, the User is invited to contact ACA using the following contact details: dpo@cote-azur.aeroport.fr

6) Conditions of Sale / Flight Tracking

When creating an Account, the User is informed that any purchase or use of Products or Services on the Website is subject to prior acceptance of the Terms & Conditions of Sale, which can be viewed on this page (<https://en.nice.aeroport.fr/Passengers/PASSENGER-INFO/Conditions-of-sales>) and/or directly on the description page of the Service or Product in question.

Information on Flight Tracking:

The Account allows the User to select up to 10 flights via their personal “Tracked flights” space. They may activate tracking for these flights by selecting the option “Activate tracking by email”, and remove a flight by clicking on the button, “Remove from the list of tracked flights” (unsubscribe is possible at any time by unticking the “Activate tracking by email” option).

7) Intellectual Property

By providing access to the Website (<https://www.nice.aeroport.fr/en>), ACA only grants the Customer a private, individual and non-exclusive right to use the Website content.

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 whatsoever, even partially, and through any electronic medium, is strictly forbidden without the express permission of ACA.

8) Dispute Resolution - Language

These Conditions of Account Use are subject to French law. Only the French version of these Conditions of Account Use shall prevail between the Parties.

In the event of a dispute, ACA and the User undertake to make every effort to reach an amicable settlement.

The Customer may also:

- refer, free of charge, any dispute of a contractual nature between them and the ACA company to the consumer ombudsman designated as follows: **MTV Médiation Tourisme Voyage, BP 80 303 - 75823 Paris Cedex 17, FRANCE** www.mtv.travel. Consumers can only refer disputes to the mediator if they have already attempted to settle it directly with ACA by means of a written complaint, and have not received a satisfactory answer within 60 days of the date when the initial complaint was received. All other procedures for referral to the mediator are available on its website: www.mtv.travel.
- refer any dispute to the Online Dispute Resolution (ODR) platform of the European Union: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>

If an amicable settlement cannot be reached, any dispute pertaining to the interpretation or fulfilment of these Conditions of Account Use shall be referred to:

- the courts of general jurisdiction,
- the competent courts of Nice if the dispute involves a Customer who is a commercial trader.