

TERMS OF USE OF THE ACCOUNT

1) Manager/Contacts

The www.nice.aeroport.fr website is administered and managed by:

AEROPORTS DE LA COTE D'AZUR (ACA)

Société Anonyme (limited company) with an Executive Board and Supervisory Board and a registered share capital of €148,000, whose registered office is located at Aéroport Nice Côte d'Azur, 19 rue Costes et Bellonte - CS 63331 - 06206 NICE Cedex 3, registered in the Nice Trade and Companies Register under number 493 479 489, the concession holder for the operations of Nice - Côte d'Azur Airport and Cannes - Mandelieu Airport, by interministerial decree of 24 January 1956 as amended, VAT no: FR35493479489

All requests for information or complaints should be sent to any of the following addresses:

- By post: ACA, Espace Relation Clients, 19 rue Costes et Bellonte, CS 63331, 06206 NICE Cedex 3.
- By email: nice.aeroport@cote-azur.aeroport.fr
- By telephone: 0820 423 333* (*€0.12/min)

2) Definitions and initial information:

For the purposes of these terms, the following words shall have the meanings set out below:

- **Airport:** means Nice Côte d'Azur airport,
- **User, Customer or You:** means any natural person of legal age or a legal entity (duly established), **who wishes to open an Account to** use the Website,
- **Club Airport Premier or CAP:** ACA's free loyalty programme, which gives You access to offers and benefits at the airport: <https://www.nice.aeroport.fr/en/services/club-airport-premier>
- **Account:** personal account opened by the User (You) on the Website to access Products and Services,
- **Terms:** means these terms of use,
- **Website or Site:** means the www.nice.aeroport.fr/en website and any version of it in mobile format (optimised site or application),
- **Terms of Sale:** Terms of sale for Products or Services sold online on the Site (see Article 6 below),
- **Product or Service:** product or service offered without charge or following payment on or via the Website, by ACA or a third party.

Opening an Account on the Website, implies your acceptance of these Terms and Conditions.

These Terms and Conditions may change at any time; however, only those in effect at the time You open an account and which You were asked to accept, shall be enforceable against You.

The fact that ACA does not, at any given time, avail itself of any of these Terms and/or does not take action if You, the User breaches any of the obligations referred to in these terms, may not be interpreted as a waiver by ACA of its right to avail itself of any of the terms at a later date.

You declare that You have full capacity to create an online account on the ACA website and to fulfil the obligations or enjoy the rights stipulated therein.

3) Opening an online account

With certain exceptions (particularly in the case of express purchases), Services and Products may only be reserved, used and/or purchased by Users who have first created an Account on the Website.

To this end, You state that You have a valid e-mail address and undertake to fill in all the mandatory fields on the registration form in order to confirm the opening your Account.

Anyone over the age of 16 may open an Account.

An Account is only for personal use.

In all cases, ACA reserves the right to:

- refuse or cancel any transaction if You provide incorrect or incomplete information,
- suspend or cancel an Account if You fail to comply with your obligations set out below (including any payment obligations).

4) CLUB AIRPORT PREMIER membership

ACA's Club Airport Premier Club (CAP or the Programme) is ACA's free loyalty programme designed to enhance ACA's understanding and appreciation of Airport users.

All Users, who are natural persons, acknowledge and accept that opening an online Account entails joining the ACA Club Airport Premier and entitles them to a CAPS credit (legal entities cannot become Members of the Programme).

This membership does not create any obligation for You, and You are not required to use it. Otherwise, this Programme simply lets You automatically benefit from the Club's advantages, but only if You so wish and without any obligation to purchase, under the conditions set out below.

4.1. How the Programme works

CAPS are points credited to Users' accounts.

Depending on the number of CAPS earned and accumulated, You may obtain services and/or discounts depending on the number of flights you take from the Airport and/or in-store purchases and/or from the Nice Airport website -> www.nice.aeroport.fr/en.

CAPS may only be used for the purposes expressly mentioned in these Terms. Under no circumstances may they be transferred, bequeathed, assigned or combined, whether without charge or in return for payment, to the account or CAPS of any other person, whether or not they are already a User. CAPS cannot be converted into cash.

You can find full details of the Airport Premier service at the following link:

<https://www.nice.aeroport.fr/en/services/club-airport-premier#section-3>

4.2 Allocating Programme cards

All Users will receive:

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

This can be accessed from the Account on the Website. This card will enable You to collect points.

Depending on the number of points You earn, You may subsequently be upgraded to Gold status (Gold card with 1,000 points) or Platinum status (Platinum card with 3,000 points) (see <https://www.nice.aeroport.fr/en/services/club-airport-premier#section-2>)

The card issued to You (ACCESS, GOLD or PLATINIUM) is strictly personal and may not be transferred.

If You have configured your Smartphone to use a virtual card, You will have the option to connect automatically to the airport's free WIFI network (subject to network availability). You agree to use the Airport's Wifi network in compliance with its terms of use, which can be viewed by clicking on this link: <http://wifi.nice.aeroport.fr/en/cgu/cgufr.html>, which You acknowledge to have read and accepted.

This automatic connection option will initially be available for IOS mobile devices, then later for Android devices (to learn more, please contact ACA for more information).

4.3. Using the card

You may henceforth use the card to acquire CAPS points in compliance with the Programme's features.

As such, when making purchases online or in-store, You undertake to present/register your card when making a purchase to earn the corresponding CAPS points. Otherwise, ACA reserves the right not to allocate the CAPS to your account and refuse any request to update your account post purchase.

4.4. Referral scheme

You may refer one or more friends or family (no set limit), provided that these people are not already CAP members and meet the eligibility conditions set out in the CAP Terms of Use.

To do this, You can send the referral request from your online account. You can also send the request (together with a referral code) by email, SMS or WhatsApp.

When joining, the referred member should enter your referral code in the field provided for this purpose in order to activate the referral.

You and your referee will receive a certain number of CAPS as a gift once the new member has earned their first points for their account (flight or purchase credit). Points will be credited automatically to the respective accounts.

4.5. User information

ACA may provide promotional information to Active Users who so wish and who have expressly requested it from ACA via the Website.

By registering with CAP, Users agree to receive mandatory notifications (at the email address indicated at the time of registration) relating to their use of the Account, such as messages confirming registration, changes made to their account or notifications of transactions carried out by the User, in particular each time a flight credit is validated on CAP.

4.6. Checks and Exclusions of Users

You are considered to be an active member on the date on which your first points are registered on your account.

ACA reserves the right to ask You to provide proof, by any means, that You have indeed taken the flights that enabled you to earn CAPS.

Membership will end automatically in the following cases:

- If ACA cancels the Programme,
- If an account is inactive (no CAPS earned for 2 consecutive years),
- On the death of a Member, NB: CAPS not used on the date of death will be cancelled.

ACA also reserves the right to unilaterally exclude any User from the Programme for any breach of the Programme rules. This includes:

- Users who have misused or fraudulently used the benefits granted to them under the Programme, including, but not limited to: false declarations, theft or fraudulent purchases recorded on their account, or any other breach of these terms and conditions.
- any inappropriate behaviour or messages from a User, whether while present at the Airport or via remote communication (including email or online messaging), including threats, insults, rudeness, aggressive, obscene, racist, sexist, homophobic, transphobic, ableist or other derogatory comments based on personal characteristics.
- Any violation of applicable laws and regulations, including those in force at the Airport.

If one User has several memberships, any membership other than the first approved by ACA will be cancelled, as will any CAPS credited to these other accounts.

If a User is excluded from the Programme and/or their Account closed, all rights attached to CAPS accumulated up to that point will be lost without the User or their beneficiaries being able to claim any compensation whatsoever.

5) Personal data protection

When creating an Account, You provide your personal data to ACA in accordance with the provisions of the Data Protection Policy: <https://www.nice.aeroport.fr/en/politique-generale-de-protection-des-donnees>

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

In accordance with the personal data protection regulation, You have the right to access, rectify and delete your data, as well as the right to object to or demand that the processing to which your data is subject be restricted. You also have the right to data portability.

Furthermore, the User has the right to lodge a complaint with the CNIL (<https://www.cnil.fr>) if they consider that the processing of their data constitutes a violation of data protection regulations, in accordance with Article 77 of the European Data Protection Regulation.

For any further information or request, please contact ACA at the following address: dpo@cote-azur.aeroport.fr

6) Conditions of sale/Flight tracking

By creating an Account, You are informed that before making any purchase of Products or using any Services on the Site, You must first accept the Terms of Sale, which can be viewed at <https://www.nice.aeroport.fr/en/mentions-legales>

and/or directly on the page of the Service or Product in question.

Flight tracking information:

The Account allows You to select up to 10 flights in your personal 'Flights Tracked' area. You can activate tracking these flights by selecting the 'Activate tracking by email' option and remove a flight by clicking on the 'Remove from the list of tracked flights' button (the description can be changed at any time by deselecting the 'Activate tracking by email' option).

7) Intellectual property

By accessing the Website (<http://www.nice.aeroport.fr/en>), ACA grants Users only a private, non-collective and non-exclusive right to use the content of the Website.

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

Any networking, redistribution or reproduction of all or part of this site in any form, even partial, and on any electronic medium whatsoever, is strictly prohibited without the express authorisation of ACA.

8) Changes to these terms - Closing your account

ACA reserves the right to change these terms at any time, subject to informing You in advance by e-mail at least 1 month before the date on which they come into force.

You may close your Account at any time by logging on to your online Account interface, either if You do not agree with the new terms, or for any other reason.

9) Dispute resolution - Language

These Terms of Use are governed by French law. Only the French version of these Terms of Use shall prevail between the Parties.

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

You also have:

- the right to appeal against any contractual dispute with ACA to the consumer ombudsman designated below (free service): **MTV Médiation Tourisme Voyage, BP 80 303 - 75 823 Paris Cedex 17, www.mtv.travel** . Complaints may only be referred to the ombudsman if the consumer has first attempted to resolve the dispute directly with ACA by means of a written complaint and has not received a satisfactory response within 60 days of the date on which the initial complaint was received (all other procedures for referring complaints to the ombudsman can be found on the website: www.mtv.travel).
- a right of appeal via the European Union's Online Dispute Resolution (ODR) platform: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=FR>

If no amicable settlement is reached, any dispute arising in connection with the interpretation or performance of these terms shall be brought before:

- the ordinary French courts,
- the competent courts of Nice in the case of a dispute with a Client who is a store owner.