

## **GENERAL TERMS & CONDITIONS OF SALES 2019/2020**

1. The following General Terms and Conditions of Sales represent the contractual conditions governing the purchase and the use of the ski passes and points value cards issued by Dolomiti Superski and by the adhering local Valley Consortia. Both of the aforementioned are transport documents, enabling - within the geographic area of validity they cover - their holders to use the transport and skiing facilities of the companies who are members to the 12 Valley Consortia adhering to the Federconsorzi Dolomiti Superski (Cortina d'Ampezzo, Kronplatz-Plan de Corones, Alta Badia, Val Gardena/Seiser Alm, Val di Fassa/Carezza, Arabba/Marmolada, 3 Zinnen Dolomites, Val di Fiemme/Obereggen, San Martino di Castrozza/Rolle Pass, Gitschberg Jochtal-Brixen, Alpe Lusia/San Pellegrino, Civetta).
2. Federconsorzi Dolomiti Superski and the adhering 12 Valley Consortia act on the strength of a specific agency agreement (with disclosed principal) assigned to them by the subjects (the principal contractors) who are exclusively responsible for the management and operation of the respective lift system facilities and their connected services. These operators and the users are therefore the sole and exclusive contracting parties to the present agreement. Federconsorzi Dolomiti Superski and the local Valley Consortia may not be considered as part of such agreement and will not take on any kind of liability.
3. The ski pass is a strictly personal document and may carry the name and surname and/or a photo of its holder. The ski pass may not be transferred, even free of charge, nor exchanged or altered. Its duration cannot be changed. A Valley ski pass cannot be substituted by a Dolomiti Superski ski pass or vice versa. The ski passes (with exception of the MyDolomiti Skicards) show the days of validity and carry an additional sign, consisting in the letters M-F-S-J or B, indicating M=Male, F=Female, S=Senior (born before 30/11/1954), J=Junior (born after 30/11/2003) and B=Child (born after 30/11/2011).
4. The points value card is not a personal document, being therefore transferable to other parties. Its validity covers exclusively the winter season in which it was issued for. At the moment of purchase the points value card will have a credit balance of 600, 1,000 or 2,100 units, depending on the kind of card chosen. Any time the holder uses the card, the credit balance on the card will be diminished by the number of units necessary for using the specific lift system facility the holder accesses.
5. The ordinary skiing season starts on 05/12/2019 and will end on 14/04/2020. The all-season ski passes, the Superski Family ski passes, the 8 days at choice in the season ski passes and the points value cards will be valid for the entire period as specified above and their acceptance at all operating and open lift system facilities will be guaranteed. Some individual or groups of lift system facilities may become or result operational before or after the dates specified above with respect to season's beginning or end. In such cases, the all-season ski passes, the Superski Family ski passes, the 8 days at choice in the season ski passes, the points value cards and other ski passes that are on sale will be accepted on operating facilities from the moment of opening until 03/05/2020. At the beginning and at the end of the season (and particularly after 22/03/2020) some specific lifts system facilities, groups of lift system facilities or also larger areas could result not operational and ski slopes may be subject to restrictions accordingly to the circumstances specified in point no. 18 below as well as due to influx of skiers and safety reasons or slope and snow conditions. Potential inactivity of lift system facilities will depend on the owners' or operators' autonomous decision which Federconsorzi Dolomiti Superski and the adhering Valley Consortia are not entitled to interfere with, resulting therefore beyond their sphere of competence.
6. In order to benefit from the special rates for Seniors (S), Juniors (J) and Children (B), as well as for the purchase of the Superski Family ski passes in accordance with the terms explained in the respective information leaflets, interested individuals must **personally access the sales offices and provide valid ID's** (not replaceable by self-certification or similar procedures) and - in specific

cases - a proof of family status, attesting the possession of the requirements entitling to the provided discounts, in accordance with the indications contained in the price lists available at the sales offices or on the web site [www.dolomitisuperski.com](http://www.dolomitisuperski.com). Free ski passes for children (for 1-31 days) are available only in connection with the simultaneous purchase by an accompanying adult of a ski pass of the same kind and period, which the free pass will be linked to. For each purchased adult ski pass only one free child ski pass can be issued.

7. In case of purchase of ski passes for minors, the accompanying adult declares that he/she is aware of the civil liabilities related to the supervision of minors, also during their use of the lift system facilities, and acknowledges the provisions laid down in the code of conduct provided for by Law no. 363/2003 (and subsequent amendments and additions), as well as all others - inclusive of those issued by local authorities at a provincial or regional level - in order to regulate the subject matter in question. The use of lift system and skiing facilities by minors will occur under the exclusive liability, control and supervision of the adult companion.

8. In instances where the ticket purchase is performed through the e-ticketing system (online purchase) and some of the information provided by the applicant should result incorrect - therefore requiring a new ski pass to be issued - an amount of € 10.00 (ten) will be charged as administration fee for any pass issued in substitution. Vouchers relating to ski passes or points value cards purchased online, are exclusively valid in the winter season of issuance. The purchase of the ski pass is not subject to the right of withdrawal provided by Consumer Protection Law (art. 47 and 59 legislative decree 206/2005).

9. Owners and operators of lift system facilities are not responsible or liable neither for damages arising from improper use of their facilities nor for the consequences of card holders' incorrect and illicit behaviour performed during their attendance at the lift system facility, the ski slopes and its surrounding areas. Strict compliance is required with the Facility User Guidelines as on display at the point of departure of all facilities.

10. Upon request of both the staff operating the facilities as well as the control inspectors, ski passes or points value cards must be shown and the holder must consent his/her identification.

11. Pass holders understand and accept that any improper or incorrect use of the ski pass or of the points value card will lead to its immediate withdrawal, annulment or suspension. In the event of misuse of free ski passes granted to children under 8 years of age (i.e. born after 30/11/2011), both the free ski pass and the correspondingly linked adult ski pass will be blocked and/or withdrawn. For each case of misuse of the Superski Family ski passes, 10 (ten) ski days will be deducted from the total amount of available ski days at the moment of the abuse's ascertaining. Ski passes and points value cards may also be withdrawn or suspended by personnel of the competent controlling authorities in case of any violation of provisions set by national, regional or local regulations. Any abuse will be prosecuted according to law and through any legal action or proceeding deemed necessary or proper for ascertaining the offender's criminal (e.g. for fraud – art. 640 of the Italian Penal Code) and civil liability.

12. In case the ski pass or the points value card is not used at all or only partially used, withdrawn, annulled, suspended or deliberately damaged, no substitution will occur and no right to refund or reimbursement will be acknowledged.

13. Lost ski passes or points value cards (with exception of deposit cards, for instance issued by lift system facilities without cash desk), are eligible for replacement within their validity period. In order to prevent improper use by third parties, holders will have to access one of the central issuing points and apply for substitution by presenting a valid ID and the purchase attest or, in case of ski passes enabled on a MyDolomiti Skicard, by providing the original number of the lost ski pass. Replaced ski passes or points value cards will be valid right after the validation of the substitution request and the disablement of the lost card. An amount of € 10.00 (ten) for administration fees and office costs will

be charged, which will not be refunded, even in instances where the original document is subsequently found.

14. Only in case of skiing accidents, holders may receive a partial reimbursement of the price paid for their ski pass, (with exception of Superski Family ski passes and points value cards) just if provided and carries the name or the photo of the bearer. Partial reimbursement will be limited to the days following the day of reimbursement request and restitution of the ski passes. Therefore daily as well as intra-day ski passes cannot be reimbursed. Applications for reimbursement are to be presented at the central sales offices within 8 days of the accident together with the following documents:

- the ski pass itself;
- a copy of the accident report issued by the ski facility first-aid operators or a medical certificate (issued by a doctor practising - on a regular basis - in the Dolomiti Superski area, by a public local facility or by the hospital to which the patient was taken to), attesting that the one suffered was actually a skiing accident, preventing the patient from continuing any further practice of sports activities. Individuals accompanying the injured holder are not entitled to apply for reimbursement. For multi-day ski passes the reimbursement will be calculated by subtracting from the card's purchase price the amount charged for a ski pass having a duration equal to the period from validity's beginning of the original ski pass to the day of original pass's return and of filling in of the reimbursement application (included).

All-season ski passes will be reimbursed by dividing the purchase price by 20 (being such figure based on the assumption that - according to ordinary habits - the card holders will be using the pass for 20 skiing days), and by multiplying the average daily price obtained by the number of not used days, until reaching the maximum of the 20 skiing days. Thus, all-season ski passes already used for at least 20 days will not entitle their holders to apply for reimbursement. The number of days eligible for reimbursement is in any case limited to the days spendable before the season's end. The 5 days validity of the pass in the areas of Skirama Dolomiti Adamello-Brenta and Brentonicoski will not be considered for reimbursement.

15. The ski pass and the points value card are indispensable and irreplaceable transport documents for the transportation of the card holder on the lift system facilities, as described in art.1. Both tickets are never replaced nor refunded, except cases explicitly defined and regulated by conditions determined in arti. 13 and 14.

16. The ski pass or points value card is temporarily assigned to their holders under terms of loan for use. The bearer will be responsible for the card's proper use and conservation, which remains property of the issuing office.

17. The ski pass and the points value card, being a transport document necessary to access the lift system facilities, serve the function of a tax receipt (Ministerial Decree of 30/06/1992 and subsequent amendments and additions) and must be retained for the entire duration of the lift system facilities' use.

18. No guarantee is given that all lift system facilities of the Dolomiti Superski area will be open and in uninterrupted function nor that all ski slopes will be accessible and usable during the entire skiing season, as defined in point no. 5 above. Facilities' operation and slope's use depend on factors beyond the control of their owners or operators, such as – for example – weather, snow, security and safety conditions, lift facility failures or damages, energy blackouts, instructions or indications issued by authorities and other causes of force majeure or unforeseeable circumstances.

19. Skiers ski exclusively at their own risk. Slope routes are to be chosen and speed must be adapted to the skiers' personal skills and abilities. Skiers have also to take into proper account terrain conditions, visibility, snow and meteorological conditions, indications provided on sign-posts as well as operation time of lift system and skiing facilities. Skiers are, moreover, bound to observe all provincial and regional regulations in force as well as the rules of the code of conduct provided for

by Law no. 363/2003 (and subsequent amendments) and those displayed in the ski pass sales offices, at the lift system facilities or available at the web site [www.dolomitisuperski.com](http://www.dolomitisuperski.com). In instances where accidents occur first aid assistance and transport may imply a cost charge.

20. Skiers engaged in taking long routes have to reach the lift system facility connecting to their “departure valley” by 3.30 pm at the very latest.

21. The classification of the slopes, as shown on the skiing maps, is to be taken as mere indication.

22. For safety reasons it is not allowed to use the slopes outside of the lift system facilities’ operation time. Transgressors shall be held responsible and will undergo civil and criminal liability for damaging consequences eventually resulting from infringement.

23. Dolomiti Superski all-season ski passes, with exception of Superski Family ski passes, are issued with a 5 (five) days validity for facilities located within the area Skirama Dolomiti Adamello-Brenta (Madonna di Campiglio, Pinzolo, Folgarida-Marilleva, Pejo, Ponte di Legno-Tonale, Andalo-Fai della Paganella, Monte Bondone, Folgaria-Lavarone) and within the ski area Brentonicoski. Such 5 days validity is directly enabled onto the all-season pass chip card and may be used in the Skirama Dolomiti Adamello-Brenta and in the Brentonicoski areas within the period 30/11/2019 – 03/05/2020 on facilities in operation. Federconsorzi Dolomiti Superski, the Valley Consortia and all the adhering facilities’ operators cannot guarantee that in the Skirama Dolomiti Adamello-Brenta and Brentonicoski areas lift system facilities will be in operation and that the respective slopes will be accessible for skiing. Any abuse of the Dolomiti Superski all-season ski pass will also imply, aside from the document’s immediate withdrawal, annulment or suspension by personnel in charge of performing control in the respective area, the annulment and the suspension of all available days in the Skirama Dolomiti Adamello-Brenta and Brentonicoski areas. Should holders lose their Dolomiti Superski all-season ski pass within the Skirama Dolomiti Adamello-Brenta or Brentonicoski areas, no substitute tickets for eventually available days will be issued, as the local officials in such area are not in a position to verify the actual ownership of the lost document. Tickets bought for substituting a Dolomiti Superski all-season ski pass lost in the Skirama Dolomiti Adamello-Brenta or Brentonicoski areas, will not be eligible for reimbursement.

24. The price of the ski pass and of the points value card as well as the amount of charged units may vary due to intervention by fiscal, monetary, economic or social authorities.

25. By purchasing and/or using the ski pass or the points value card, the document holder expressly acknowledges the content and entirely accepts the present General Sales Conditions, available at the points of sale and on the web site [www.dolomitisuperski.com](http://www.dolomitisuperski.com).

26. Pass holders understand and accept that in case of contrast or differences between the present English version of the terms and conditions and their Italian text, the latter has to be considered as the prevailing and as the only binding one.

27. These terms and conditions as well as the provisions of the transportation agreement are governed by and will be construed in accordance with the laws of Italy. Pass holders also acknowledge and accept that all disputes potentially arising with respect to the validity and the execution of the transportation agreement and with respect to the present terms and conditions will be subject to the jurisdiction of the courts of Bolzano/Bozen.

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**Subject to possible changes**