

## **GENERAL TERMS & CONDITIONS Summer 2023**

1. The present General Terms and Conditions represent the contractual conditions regulating the purchase and the use of the tickets issued by the company who is managing the selected lift system facility or group of lift system facilities indicated in the product description.

2. The ticket allows the legitimate cardholder to utilize the indicated lift system facilities and in operation during its validity period, depending on the chosen card type (that could be a one-way ticket, return ticket, a certain number of rides ticket, a one or multiple day ticket, or other type as indicated in the description). The validity period cannot be changed in any form or manner once the card has been issued.

If not otherwise specified, the ticket is strictly personal and cannot be transferred to other persons even if no charge is involved, nor changed for another, nor modified or altered in any manner.

The acquired card, being a transport document, is necessary to access the lifts and irreplaceable for the transport of the holder and fulfils the function of a tax receipt and must therefore be kept for the entire duration of the transport.

Where applicable, age-related discounts may be granted if the indicated requirements are fulfilled. In any case, valid identity cards cannot be substituted by any self-certification or similar procedures. The ticket enables the transportation of the cardholder only. For the transport of bikes, prams, luggage, animals and any other items and accessories the terms and conditions are determined by the individual lift system facility.

In view of the uncertainties linked to the development of the energy market, the opening period and the opening and closing times of the lifts could vary daily. A periodically updated list with the operating lifts will be published on the website [www.dolomitisupersummer.com](http://www.dolomitisupersummer.com). The list must be consulted before purchasing and using the tickets. Users therefore expressly declare that they accept the risk of limitations regarding the lifts that can be used and of the daily variability of the lifts in operation, that they consider, in the light of the various types of cards available and their own personal needs, that the card type actually chosen is in any case advantageous, and consequently accept the exclusion of any form of reimbursement, rebalancing or indemnity in cases of limitation of the usable lifts, and in any case to renounce it.

3. Cardholders accept and acknowledge that the continuous opening and functioning of all lift system facilities are not guaranteed throughout the whole indicated operating period, as the functioning is conditioned by factors out of the control sphere of the facility's owners and operators, such as e.g. weather and safety conditions, damages of the facility, lack of energy sources availability of energy sources and related supply costs that allow an economic balance in the operation of lift facilities, pestilences, epidemics and/or pandemics, any resolution made and/or implemented by the local authorities and other causes of force majeure or unforeseeable circumstances. Save the other ordinary remedies and actions in case of breach of contract, in all mentioned cases, any form of reimbursement or indemnity is excluded and, as an exception to the provisions of art. 1463 and 1464 of the Italian civil code, any form of economic or contractual rebalancing measure is expressly excluded if the subsequent impossibility or the excessive costs of performance or use of the lifts derives from a cause not attributable (as in the cases exemplified above) to the lift operators.

4. The tickets entitle to the transport of persons from the bottom station to the top station and/or vice versa. Any additional activity performed by each individual user additionally to the use of the lift system facility (e.g. trekking, mountain biking, also in "bike parks" or similar facilities) is not covered by the contract and is performed exclusively at one's own risk. The paths and routes are not property of and therefore not managed in any manner by the facility's owners or operators, hence they do not accept any responsibility for their care, control, or maintenance. It however remains the obligation of every user to strictly observe and respect the conditions for use (the facility user guidelines) displayed at the access station of every lift system facility.

5. The owners and operators of lift system facilities decline any responsibility or liability for damages arising from improper use of the lift facilities as well as for the consequences of cardholders' incorrect and illicit behaviour performed on the transportation circuit.
6. The ticket must be shown upon request of the staff at the facilities as well as of the inspectors, and cardholders must allow them to check users' personal identity by showing a valid identity document.
7. Cardholders acknowledge and accept that any improper or incorrect use of the abovementioned tickets (e.g. its use by a different person than the non-transferable card owner) will lead to the immediate withdrawal, annulment, or suspension of the card itself. The ticket may be withdrawn, annulled, or suspended by authorized staff or control personnel in case of any violation of provisions set by provincial or regional regulations or by statute law. Every improper use will be prosecuted according to law and through any legal action or proceeding deemed necessary or proper for ascertaining the infringer's criminal (e.g. for fraud –art. 640 of the Italian penal code) and/or civil liability. The verification of the correct use of the cards can also take place remotely and at a later time to the moment of the abuse itself, through a video surveillance system ("Gate Control Camera"), installed at some lifts for dissuasive purposes. The related privacy policy pursuant to regulation (EU) 2016/679 is also freely available at the lifts themselves.
8. Each form of replacement or refund of period cards and/or points value cards will be excluded. Cardholders acknowledge that no replacement will be made, and no right of refund or reimbursement will be recognized neither for e.g. cards being not used, even if only partially, nor for cards being lost, withdrawn, blocked, annulled, suspended or being deliberately damaged.
9. The purchase of the tickets is not subject to the right of withdrawal provided by the Consumer Protection Law (art. 47 and 59 Legislative Decree 206/2005).
10. Card prices may be subject to changes by fiscal, monetary, economic or social reasons as well as in case of limitations of the transport capacity by order of the authorities, by law or by other regulations.
11. By purchasing and/or by using the tickets, users declare to know and to completely accept the present General Terms and Conditions.
12. In the eventuality of contrast or differences between the various language versions of the General Terms and Conditions and the Italian text, the Italian version is to be considered as the only binding one.
13. All disputes potentially arising with respect to the validity and the execution of the transportation agreement and with respect to the present General Terms and Conditions will be subject to Italian Law and the jurisdiction of the court of Bolzano/Bozen, save the case requirements for a Consumer Jurisdiction are fulfilled.

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Subject to changes. Any changes will be promptly published and will be valid from the time of publication for subsequent purchases.