

General Terms & Conditions – Summer 2024

1. Terms and Conditions for the use of the Dolomiti Supersummer Cards and participating companies.

The present General Terms and Conditions represent the contractual conditions regulating the purchase and the use of the Dolomiti Supersummer period cards and points value cards.

Both cards enable cardholders to use the lift system facilities of the companies participating in the Dolomiti Supersummer initiative, except the specifications and restrictions as provided for by the articles 3, 4, 5, 6 and 7. The list of all participating lift system facilities is available on the website DOLOMITISUPERSUMMER.com and is periodically updated also regarding actual daily openings. The list must be consulted before purchasing and using the tickets.

2. The Contracting Parties.

The Dolomiti Superski Consortium, which issues the Dolomiti Supersummer transportation cards referred to in the preceding paragraph, as well as the adhering local Valley Consortia, act on the strength of a specific agency agreement (with disclosed principal) assigned to them by autonomous companies operating the lift system facilities (the principal contractors). The latter are exclusively responsible for the management and operation of the respective lift facilities and their connected transportation services. Therefore, the companies operating the lift facilities, partaking in the Dolomiti Supersummer initiative, and the cardholders themselves are the sole and exclusive contracting parties to the present transport agreement, for which any participation of the Dolomiti Superski Consortium and the local Valley Consortia is excluded, both referred to acting on behalf of the companies taking part in the initiative. Both do not operate any lift facilities and any path, trail or bike park and for this reason they have no maintenance obligation in this regard nor any responsibility. Any claims by users must therefore be asserted against the companies operating the lifts or paths/trails involved.

3. The (personal) period card.

The period card is strictly personal and may only be used by its legitimate holder. The card cannot be transferred to other persons even if no charge is involved, nor changed for another, nor modified or altered in any manner after purchase, even if made online (e.g. with regard to the period of validity).

The period card allows the legitimate cardholder to utilize the lift system facilities participating in the Dolomiti Supersummer initiative and in operation in accordance with article 1 and 5 during the whole validity period of the purchased card, depending on the chosen card type.

The period card may carry, in printed or digital form, personal information of the holder legitimated to its use (first name, last name, date of birth, photo), days of validity, in case of tickets with seasonal validity the season of validity as well as its category (M=Male; F=Female; J=Junior, born after 01/01/2008; K=child, born after 01/01/2016).

4. The (transferable) points value card.

The points value card however is not personal, and therefore may be freely transferred to other parties, and will be valid solely and exclusively for the season it has been issued for. After purchase, even if made online, the card is no longer changeable.

The use of the points value card, at the control gates, entitles cardholders and their companions to utilize the lift system facilities indicated in the list of all participating lift system facilities and in operation in accordance with article 1 and 5, with exception of the lift facilities where the points value cards are not accepted, such as at the lift facilities in Val Gardena.

At the moment of purchase, the card will offer an initial amount of 1,000 units. At each access to a single lift system facility the number of units assigned for the use of the specific facility will be charged on the card and deducted from the total amount of the available units. The amount of units charged for the

use of each specific lift system facility is indicated in the list mentioned in article 1 and at the access station of the participating lift facilities.

Children (K) born after January 1st, 2016, are entitled to a free access and free use of the lift system facilities, provided they are accompanied by an adult holder of a valid points value card and the card is used at the same time at the lift system facility, the owners of the lift system facility however remaining responsible for the fulfilment of any fiscal requirements as provided for by law. To benefit from the free use of the lift system facilities, applicants have to provide, at the moment of use of the facilities, a valid identity card of the child, substantiating the fulfilment of the requirements necessary for claiming the assigned benefits. Such ID substantiation cannot be replaced by any self-certification or similar procedures. For each paying adult attendant only one child (K) can access the facility free of charge.

5. Seasonal period, card acceptance period and periodic updating of operating lift facilities.

The ordinary summer season, during which the acceptance of valid Dolomiti Supersummer cards is guaranteed at the lift system facilities in operation and participating in the Dolomiti Supersummer initiative, starts on June 15th, 2024, and ends on September 22th, 2024, save the possibility to postpone the opening date and/or anticipate the closing date, also regarding the operating hours, due to extraordinary events such as the energy crisis or a health emergency. Before the start date and after the end date of the ordinary summer season single lift systems or groups of lift facilities may be in operation. In such cases, the Dolomiti Supersummer cards offered for sale, depending on their period of validity, will be accepted on the lifts in operation from May 9th, 2024, until November 11th, 2024.

Users acknowledge that, in consideration of the situation on the energy market and the unpredictability of energy supply costs, the decision regarding the opening of the lifts takes place on a daily basis, autonomously and at the discretion of the individual lift operators (decision to which the Dolomiti Superski Consortium and the individual Valley consortia remain completely uninvolved). 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 or total closure of the usable lifts, and in any case to renounce it.

6. Subject matter of contract.

Subject matter of contract is the transport of persons from the bottom station to the top station and/or vice versa.

Both card types enable the transportation of persons only. For the transport of bikes, prams, luggage, animals and any other items and accessories the terms and conditions are determined by the operators of the individual lift system facility. It is the obligation of the user to inform himself or herself at each single lift system facility of the regulations pertaining to the single lift system. On lift system facilities exhibiting the specific sticker "lift for hikers"* the transport of bikes is not allowed.

Any additional activity performed by each individual user outside 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 nor of the Dolomiti Superski Consortium, nor of the local Valley Consortia, hence they do not accept any responsibility for their care, control or maintenance. The Dolomiti Superski Consortium, and the local Valley Consortia, are not owners of any of the "bike parks" or similar structures and as such they are not responsible for their management or supervision, a responsibility which remains exclusively that of the operators appointed for the management of the above-mentioned structures and/or the owners themselves.

7. Specification of the subject matter of contract with regard to the functioning of lift facilities.

Save for the provisions of articles 1 and 5, no guarantee is given that all lift system facilities partaking in the Dolomiti Supersummer initiative will be open and functioning uninterruptedly 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, availability of energy sources and related supply costs that do not allow anymore 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 Dolomiti Superski, to the local Valley Consortia or to the adhering facilities' operators.

8. Purchase – Prices, reductions and discounts.

Period cards (with certain and open date of validity) and points value cards, also those purchased online, are exclusively valid during the summer season of issuance.

The purchase of period and points value cards is not subject to the right of withdrawal provided by the Consumer Protection Law (art. 47 and 59 Legislative Decree 206/2005).

Prices, special rates, special offers and discounts are listed in detail, together with the requirements for their concession and the necessary documentation (not replaceable by self-certifications) on the website DOLOMITISUPERSUMMER.com. The period card for children (K) born after January 1st, 2016, with exception of the Dolomiti Supersummer season card, is granted for free only in connection with the simultaneous purchase by an accompanying adult of a period card of the same kind and for the same period as that of the child for which the gratuity is given. For each purchased adult period card only one free of charge child period card will be issued, in the ratio of one child (K) for one paying adult attendant. Both the child card and the adult card will be coupled.

For some types of cards price reductions for online purchase are applied under certain conditions, which are described on Dolomiti Superski's online shop. These reductions do not apply under any circumstances in case of purchase at the physical cash desks, not even in the case of malfunctioning of the website and the online shop. Dolomiti Superski, the Valley consortia and the lift operators do not assume any guarantee regarding the uninterrupted functioning of the online shop. Even if the Dolomiti Supersummer Card is purchased prior to the start of the period of validity, art. 9 applies, according to which the purchase price is never refundable, by way of example, not even in the event of non-use or only partial use, cancelled holidays, unforeseen commitments, illness, etc. In instances where some of the information provided by the applicant during the online purchase process should result incorrect- therefore requiring the issue of a new card- an amount of € 15.00 (fifteen) will be charged as office and administration fee for any card issued in substitution.

In some areas, certain types of cards may also be available at automatic ticket machines with adapted issuing procedures.

Card prices as well as the amount of withdrawn units 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 regulation or in case of any other limitation of the usability of the lift system facilities.

9. Principle of non-substitutability and non-refundability.

Each form of replacement or refund of purchased period cards and points value cards will be excluded, except those cases who are expressly foreseen and ruled by art. 10.

In case the period cards or the points value cards are not used at all or only partially used, lost, withdrawn, blocked, annulled, suspended or deliberately damaged, no substitution will occur and no right to refund or reimbursement will be acknowledged. Left card validity days as well as left value card units not used during the issuing summer season are not refunded and nor can they be used in subsequent seasons.

10. Reimbursement in case of hiking or biking accidents.

Only in case of hiking or biking accidents occurred on identified mountain bike tracks, by corresponding usage of the Dolomiti Supersummer season tickets valid for the ongoing season, holders may receive a partial reimbursement of the price exclusively for their Dolomiti Supersummer season card and unless they have a corresponding insurance cover. Partial reimbursement will be limited to the days following the day of reimbursement request and restitution of the season ticket. Applications for reimbursement are to be presented at the central sales offices within 15 days of the accident or, in case of hospitalization from discharge, together with the following documents:

- the season ticket itself.
- a copy of the medical certificate (issued by a doctor practicing- on a regular basis- in the Dolomiti Supersummer 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 hiking or mountain bike accident, preventing the patient from continuing any further practice of sports activities.

Individuals accompanying the injured holder are not entitled to apply for reimbursement.

The season tickets 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 season ticket for 20 days), and by multiplying the average daily price obtained by the number of not used days, until reaching the maximum of the 20 days. Thus, season tickets 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, as defined by art. 5.

11. Civil liability regarding the use of the lift facilities and minors under the age of 18.

Every lift system facility's user has to respect all the provisions and norms, inclusive of those set by national, provincial and regional regulations, governing the attendance at and use of the lift facilities as well as the code of conduct and the Facility User Guidelines displayed at the access station of every lift system facility. The owners and operators of lift 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.

By using the lift facilities by minors, the accompanying adult holders of the Dolomiti Supersummer cards acknowledge their awareness and express acceptance of their liabilities under the provisions of the Italian Civil Code both, in relation to the supervising and control duties of minors also during their use of the lift facilities. Facilities' use by minors is nonetheless considered as taking place under the exclusive responsibility, care, control and supervision of the accompanying adult cardholder or more generally of the parents or legal representatives of the minors, assuming responsibility for the use of the particular lift system facilities by the child, and without liability of the owners or operators of each individual lift facility.

12. Duty to cooperate with control officers and consequences in case of violation.

The Dolomiti Supersummer card 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.

Cardholders acknowledge and accept that any improper or incorrect use of the abovementioned cards (e.g., its use by a different person than the owner of the non-transferable card) will lead to the immediate withdrawal and annulment of the card itself. The verification of the correct use of the cards can also take place remotely and at a different 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 available at the lifts.

Both the period cards and the points value cards 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. In case of improper use of the period cards issued free of charge to children (K) born after January 1st, 2016, both the card issued free of charge as well as the coupled adult card will be blocked and/or withdrawn.

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.

13. Final Provisions.

Cardholders acknowledge and accept that the Dolomiti Supersummer cards are temporarily assigned to them under terms of loan for use. Cardholders are therefore responsible for their own card's proper use and conservation, and it remains property of the issuing company.

The period and points value cards, being transport documents, fulfil the function of a tax receipt and must therefore be kept for the entire duration of the transport. Both cards are necessary to access the lifts participating in the Dolomiti Supersummer initiative and irreplaceable for the transport of the holder as described in art. 1.

By purchasing or by using the period card or the points value card, users declare to know and to completely accept the present General Terms and Conditions, which are available at the sales offices as well as on the website DOLOMITISUPERSUMMER.com.

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.

14. Governing law and Jurisdiction.

All disputes potentially arising with respect to the validity and the execution of the transportation agreement and with respect to the present General Sales Conditions will be subject to the jurisdiction of the court of Bolzano/Bozen, unless the conditions for the application of the consumer jurisdiction are met.

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Subject to changes. Any changes will be promptly published on the DOLOMITISUPERSUMMER.com website identified with a new edition-number and will be valid from the time of publication for subsequent purchases.

*LIFT FOR HIKERS



IMPIANTO DI RISALITA
PER HIKERS
LIFT FÜR WANDERER
LIFT FOR HIKERS

