

## GENERAL TERMS & CONDITIONS - SUMMER 2022

1. 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 by the current article. The list of all participating lift system facilities is available at each sales office, at the main partaking lift system facilities, as well as on the website [DOLOMITISUPERSUMMER.com](http://DOLOMITISUPERSUMMER.com). In view of the actual health emergency as well as the uncertainties linked to the temporal inconsistency of the norms and rules that affect the economic activity and individual freedoms of citizens (including freedom of movement), the decision on the opening of the lift facilities is made on a daily basis, autonomously and at the discretion of the individual facilities' operators (decision to which the Dolomiti Superski Consortium and the individual Valley consortia remain completely uninvolved). Consequently, for each day, only the operation of the lift facilities indicated as operating in the list published on the website [DOLOMITISUPERSUMMER.com](http://DOLOMITISUPERSUMMER.com) is guaranteed for the periods specified therein. The list must be consulted before purchasing the tickets.

2. Cardholders acknowledge that both 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), who 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 to be considered as the only contracting parties to the present transport agreement. The Dolomiti Superski Consortium and the local Valley Consortia, both referred to acting on behalf of the companies taking part in the initiative, are therefore not to be considered as part of such agreement and will not be subject to any form of liability.

3. 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 (that can be of either one day, three out of four even nonconsecutive days, five out of seven even nonconsecutive days or the whole summer season for the Dolomiti Supersummer season tickets), depending on the chosen card type. The validity period cannot be changed in any form or manner once the card has been issued. The card is strictly personal, carrying its period of validity or the season of validity in case of tickets with seasonal validity. The card can also carry an additional sign, consisting in the letters M-F-J or K, indicating M=Male, F=Female, J=Junior (born after May 21<sup>st</sup>, 2006) or K=Kid (born after May 21<sup>st</sup>, 2014), the card type, as well as the name of the cardholder legitimated to its use.

The period card cannot be transferred to other persons even if no charge is involved, nor changed for another, nor modified or altered in any manner.

In order to benefit from the discounts offered for Juniors (J) and Children (K) on the period cards, at the moment of purchase of the said cards, the actual presence of the Junior or Child for whom the benefit is being asked for is necessary and applicants have to provide a valid identity card of theirs, which cannot be substituted by any self-certification or similar procedures, and so substantiating the fulfilment of the requirements necessary for claiming the benefits assigned in these instances, and to the extent as described in the information sheet available at the sales offices as well as on the website [DOLOMITISUPERSUMMER.com](http://DOLOMITISUPERSUMMER.com).

The period card for children (K) born after May 21<sup>st</sup>, 2014, 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. The period card 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. It is the obligation of the user to inform himself or herself at each

single lift system of the regulations pertaining to the individual lift facility. On lift system facilities exhibiting the specific sticker ("sorry, no bike")\* the transport of bikes is not allowed.

4. 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 in question it has been issued for. 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 abovementioned list 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 respectively an initial amount of 800 or 1,400 units, depending on the chosen card type. 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 aforementioned list, at the access station of the participating lift facilities, as well as on the website [DOLOMITISUPERSUMMER.com](http://DOLOMITISUPERSUMMER.com).

The points value card enables 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 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 ("sorry, no bike")\* the transport of bikes is not allowed.

Children (K) born after May 21<sup>st</sup>, 2014, 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. 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 11<sup>th</sup>, 2022 and ends on October 2<sup>nd</sup>, 2022, save the possibility to postpone the opening date and/or anticipate the closing date due to the current health emergency. Before the start date and after the end date of the ordinary summer season single lift systems, groups of lifts, or even major areas of lift facilities may be in operation. In such cases, the Dolomiti Supersummer cards, depending on their period of validity, will be accepted on the lifts in operation from May 21<sup>st</sup>, 2022 until November 5<sup>th</sup>, 2022.

The Dolomiti Supersummer cards offered for sale will be accepted, in the respective period of validity, in accordance with possible limitations which may apply. The transport capacity of the lift system facilities and the access to the lift facilities will be regulated in accordance with the provisions set by the authorities. Users acknowledge that the legislation regulating the access and / or usability of the lift facilities may be subject to changes during the summer season and expressly accept that the use of all or some types of lift facilities could be subject to the possession of a valid Covid-19 certification (in its basic version or issued only to vaccinated or recovered people) or otherwise limited or conditioned, for example through a quota limit of presences or salable tickets, a compulsory reservation, etc. For this reason, it may be necessary to collect the personal data of each user for the purpose of selling the Dolomiti Supersummer cards, to daily activate the aforementioned cards through the validity control of the COVID-19 certification or to adapt in any other way the usual terms of use of the Dolomiti Supersummer cards in order to comply with regulatory provisions. The cards offered for sale as well as their methods of issue and use may vary according to the legislation in force.

Any limitations to the usability of the lift facilities, depending on rules that provide further restrictions (e.g. quota limitation, compulsory reservation, possession of a valid Green Pass in its basic version or issued only to vaccinated or recovered people, etc.), do not entail neither a right of withdrawal nor any right of reimbursement and users therefore assume all risks in this regard. By way of example, a failure to daily activate the cards where provided due to the provisions set by the authorities, a failure to possess a valid

Covid-19 certification, a missing reservation or the exceedance of the set quota do not entitle users to any form of reduction, refund or withdrawal.

The list referred to in art. 1 indicates the scheduled opening period and operation time for each participating lift facility, which however has to be considered purely indicative, since for the actual openings only the list published on the website [DOLOMITISUPERSUMMER.com](http://DOLOMITISUPERSUMMER.com) must be consulted.

**6.** Save for the provisions of art. 1, cardholders accept and acknowledge that the continuous opening and functioning of all lift system facilities partaking in the Dolomiti Supersummer initiative are not always 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, 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 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.

**7.** Both cards 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 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. 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.

**8.** 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. By using the lift system 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. In addition, lift system facilities' users declare to be aware of and agree to follow 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. 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.

**9.** 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. Where the rules require the possession of a valid COVID-19 certificate or any additional documentation necessary to access the lift facilities, users must show the required documents to the personnel assigned to the controls.

**10.** Cardholders acknowledge and accept that any improper or incorrect use of the abovementioned cards will lead to the immediate withdrawal, annulment or suspension of the card itself. 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) aged less than 8 years, 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. In order to prevent misuses of period cards, a video surveillance system (“Gate Control Camera”) is installed at some lift facilities. The cardholders are made aware of the use of a surveillance camera by appropriate signs. The privacy notice pursuant to the (EU) Regulation 2016/679 is freely available at the respective lift facilities.

**11.** 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, except those cases who are expressly foreseen and ruled by art. 13.

**12.** Vouchers for time and/or points value cards purchased online are exclusively valid during the summer season of issuance. The purchase of time and/or 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).

**13.** 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.

**14.** 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.

**15.** The period and points value cards, being transport documents, fulfill 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.

**16.** Card prices may be subject to changes in the case of exceptional intervention by fiscal, monetary, economic or social authorities as well as in case of limitations of the transport capacity by order of the authorities, by law or by other regulations or in case of other limitations on the lift facilities usability.

**17.** The personal data provided by cardholders when purchasing tickets or when accessing and using the lift facilities, also by exhibition of valid identification documents, are exclusively processed to verify personal identity, to ascertain the existence of the conditions for the provided discounts and, if necessary, to control the validity of the COVID-19 certificate or any other document that might be necessary to use the lift facilities. The privacy notice pursuant to the (EU) Regulation 2016/679 is published on the website [DOLOMITISUPERSUMMER.com](http://DOLOMITISUPERSUMMER.com).

**18.** By purchasing and/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, at the main participating lift system facilities, as well as on the website [DOLOMITISUPERSUMMER.com](http://DOLOMITISUPERSUMMER.com).



**19.** 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.

**20.** 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.

**21.** Precautionary measures in relation to the current epidemic: Dolomiti Superski, the local Valley Consortia and their member companies are committed to adopting all most appropriate measures to help contain the contagion. Equally essential is the individual behaviour of users, who must scrupulously comply with the prescriptions and advices of the authorities. As a result, it is forbidden to use the lifts in case of non-compliance with regulations and prescriptions, in the presence of typical symptoms of SARS-CoV-2 epidemic or in case of lack of personal protective equipment, where mandatory. Any form of liability on the part of the facilities' operators in the event of infection is therefore excluded.

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Subject to changes. Any changes will be promptly published on the [DOLOMITISUPERSUMMER.com](https://www.dolomitisupersummer.com) website identified with a new edition-number and will be valid from the time of publication for subsequent purchases.

\*SORRY NO BIKE

