

GENERAL SALES CONDITIONS DOLOMITI SUPERSUMMER 2019

1. The present General Sales 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. The list of all participating lift system facilities is available at each sales offices, at the main partaking lift system facilities, as well as on the website DOLOMITISUPERSUMMER.com.

The Dolomiti SuperSummer cards, in accordance with the specifications as described in the art. 3 and 4, will be accepted on the lift system facilities from May 25th 2019 to November 3rd 2019. Not all lift system facilities will however be open throughout the entire indicated period. In the abovementioned list, the opening periods and opening hours of each participating lift system facility are specified.
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 use of the period card at the control gates allows the legitimate cardholder to utilize the lift system facilities participating in the Dolomiti SuperSummer initiative. The card has a validity of either one day, three out of four days, five out of seven days or for the whole summer season as defined by article 1 depending on the chosen card type. The days need not necessarily be consecutive one to the other. 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 and an additional sign, consisting in the letters M-F-J or B, indicating M=Male, F=Female, J=Junior (born after May 25th 2003) or B=Child (born after May 25th 2011).

The card can also carry the name and/or the picture of the cardholder legitimated to its use. Personal data of users will not be saved in any form, neither on paper nor electronically, and therefore no personal data processing will take place.

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 (B) on the period cards, at the moment of purchase of the period card, 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 present information sheet available at the sales offices as

well as on the website DOLOMITISUPERSUMMER.com.

The free period card for children (B) born after May 25th 2011, with exception of the Dolomiti SuperSummer season card, is granted 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 (B) 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* 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, with exception of the lift facilities where the points value cards are not accepted. 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.

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* the transport of bikes is not allowed.

Children (B) born after May 25th 2011, 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 the law. In order 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 (B) can access the facility free of charge.

5. At the beginning and at the end of the summer season it is possible that single lift systems, groups of lifts, or even major areas of lift facilities may be not operational, the reasons being as provided by article 14 but also in regard to the influx of persons using the lift or lifts, the proper functioning of routes and paths as well as in regard to safety reasons in general. Potential inactivity of lift system facilities will depend on the owners' and operators' autonomous decision, which the Dolomiti Superski Consortium and the adhering Valley Consortia are not entitled to interfere with, resulting therefore beyond their sphere of competence.
6. 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.

7. 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, holders of the Dolomiti SuperSummer cards acknowledge their awareness and express acceptance of their liabilities under the provisions of the Italian Civil Code (art. 2047 and art.2048) both, in relation to the supervising and control duties of minors also during their use of the lift facilities. In addition lift system facilities' user 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 children 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.

8. The Dolomiti SuperSummer card must be shown upon request of the staff at the facilities as well as to the inspectors and cardholders have to allow them to check users' personal identity.
9. 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 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 (B) 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 – article 640 of the Italian penal code) and/or civil liability.
10. 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 the conditions established by art. 11.
11. 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 paid for their Dolomiti SuperSummer season card. 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 8 days of the accident together with the following documents:
 - the season ticket itself,

- a copy of the medical certificate (issued by a doctor practising - 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 article 1.

12. 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.
13. The period card and the points value card, being transport documents, fulfil the function of a tax receipt (in the meaning of Ministerial Decree of June 30th 1992 and successive amendments and integrations) and must therefore be kept for the entire duration of the lift systems' use. Both cards are necessary to access the lifts and are indispensable and irreplaceable for the transport of the card's holder, as described in article 1.
14. 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, any resolution made and/or implemented by the local authorities and other causes of *force majeure*.
15. Card prices as well as prices for lift system facilities' usage (i.e. units charged using a points value card) may be subject to changes in the case of exceptional intervention by fiscal, monetary, economic or social authorities.
16. 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 Sales Conditions, which are available at the sales offices, at the main participating lift system facilities, as well as on the website DOLOMITISUPERSUMMER.com.
17. In the eventuality of contrast or differences between the various language versions of the General Sales Conditions and the Italian text, the Italian version is to be considered as the only binding one.
18. 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.

* 'SORRY NO BIKE' symbol

