

## GENERAL TERMS & CONDITIONS 2023-24

### Section I – Geographic area of validity and Identification of contracting parties

#### 1. – The Federconsorzi Dolomiti Superski and the Valley Consortia. Identification of the geographic area of validity.

The following general terms and conditions regulate the contractual relationship established through the purchase of the skipasses and points value cards issued by Dolomiti Superski and by the adhering local Valley Consortia and therefore define the rights and obligations of card holders with regard to their use. 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 members of one or more of 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) or cumulatively of all Consortia (Skipass Dolomiti Superski).

#### 2. – The Contracting Parties.

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 named companies (the principal contractors) who are exclusively responsible for the management and operation of the respective lifts and their connected services. These operators and the users are therefore the sole and exclusive contracting parties to the present agreement, for which any participation of Federconsorzi Dolomiti Superski and the Valley consortia is excluded. Both do not operate any ski lifts or ski slopes 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 slopes involved.

### Section II – Subject matter of contract

#### 3. – The (personal) skipass.

The skipass is a strictly personal document and may only be used by its holder. The skipass may not be transferred, even if free of charge, nor exchanged or altered.

After the conclusion of the purchasing process, including online purchases, the skipass is no longer changeable, except as expressly provided in art. 8. All the purchased skipasses, also if issued with open validity date, are only valid in the winter season of issue.

The skipass may carry, in printed or digital form, personal information of the holder (first name, last name, date of birth, photo), days of validity as well as its category (M=Male; F=Female; S=Senior, born before 31/12/1958; J=Junior, born after 01/01/2008; K=child, born after 01/01/2016).

#### 4. – The (transferable) points value card.

The points value card is not a personal skipass, being therefore transferable to other parties. Its validity exclusively covers the winter season in which it is 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. Every time the holder uses the card, the credit balance on the card will be diminished by the number of units required for using the specific lift the holder accesses, as indicated analytically in the appropriate section on the website [www.dolomitisuperski.com](http://www.dolomitisuperski.com). After its purchase the points value card is no longer changeable.

## 5. – Subject matter of contract.

The ordinary skiing season starts on 05/12/2023 and ends on 07/04/2024, unless the opening date is postponed, or the closing date is anticipated due to extraordinary events such as a health emergency or the energy crisis.

All Valley Consortia or Dolomiti Superski skipasses offered for sale will be accepted during the above defined skiing season and in the respective period and territory of validity at the operating lifts.

A periodically updated list published on the website [www.dolomitisuperski.com](http://www.dolomitisuperski.com) will indicate the lifts and ski slopes open for each single day. This list must be consulted prior the purchase of the skipass. Before the opening date and after the closing date of the ordinary ski season, individual lifts or groups of lifts may be in operation. In such cases, the all-season skipasses, the Superski Family skipasses, the days at choice in the season skipasses, the points value cards and other skipasses that are on sale will be accepted on operating facilities from 10/11/2023 until 01/05/2024. At the beginning and at the end of the season (particularly after the 17/03/2024) some specific lifts system facilities, groups of lift system facilities or also larger areas could no longer be operational and ski slopes may be subject to restrictions accordingly to the circumstances specified in article 6 of the present General Terms and Conditions, 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.

Users acknowledge that, in view of the situation on the energy market and the unpredictability of the development of energy supply costs, the decision regarding the openings of lifts and ski slopes is made on a daily basis, autonomously and at the discretion of the individual lift operators and the users therefore declare:

- (a) that they are aware of the resulting risk that the number of usable lifts and skiable slopes may be severely limited, and also that it may be absolutely impossible to ski due to the closure of all lifts, as well as of the risk that the number of usable lifts and skiable slopes may change from day to day;
- (b) that having seen the different types of skipasses available and the relative prices, to consider the purchase of the chosen skipass to be advantageous in accordance to their personal needs, despite the risk (which they expressly accept and assume) that the ski lifts may not be in operation due to the indisputable decision of the relative operators;
- (c) to expressly accept the exclusion of any form of reimbursement, rebalancing or indemnification in such cases and in any case to renounce to each of those actions.

Should regulations containing limitations or restrictions on the use of ski lifts be introduced some products may no longer be available for sale or their characteristics may be changed, and the normal sales and access procedures may have to be adapted. Users hereby expressly declare that they accept such changes and limitations, without any right of withdrawal or reimbursement for the users, who therefore assume all risks in this regard and waive all claims.

## 6. – Specification of the subject matter of contract with regard to the functioning of ski lifts.

No guarantee is given that all lifts of the Dolomiti Superski area will be open and functioning uninterruptedly nor that all ski slopes will be accessible and usable during the entire skiing season, as defined in article 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 failures or damages, availability of energy sources and related supply costs that don't allow an economic balance in the operation of lift facilities, pestilences, epidemics and/or pandemics, instructions or indications issued by 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 to perform or to use 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.

### Section III – Prices, reductions and discounts – Online purchase

#### 7. – Prices, reductions and discounts.

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), in the illustrative flyers and on the website [www.dolomitisuperski.com](http://www.dolomitisuperski.com). Some types of discounted skipasses may also be available in some areas at automatic ticket machines with adapted issuing procedures. Free skipasses issued for children (e.g., daily and consecutive multi-day skipasses) are available only in connection with the simultaneous purchase by an accompanying adult of a skipass of the same kind and period, which the free pass will be linked to. For each purchased adult skipass only one free child skipass can be issued.

The price of the skipass and of the points value card as well as the amount of charged units may be subject to change 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.

#### 8. – Online purchase.

For some types of skipasses price reductions for online purchase are applied under certain conditions, which are available on the website [www.dolomitisuperski.com](http://www.dolomitisuperski.com).

Dolomiti Superski and the Valley consortia do not assume any guarantee regarding the uninterrupted functioning of the 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.

With the first online purchase, from the winter season 2023/24 onwards, a rechargeable card (My Dolomiti Card) containing the holder's personal data will be handed over to the user at the skipass pick-up, only if he/she is not already in possession of such a card. On subsequent purchases made within the following 5 years, any discounts that may be provided if the conditions are met, will be fully applied only if the already handed over MyDolomitiCard is recharged. On the other hand, the discount will be reduced, to the extent indicated on the website, if the user at the time of the online purchase does not use its My Dolomiti Card, thus determining the need to issue a new card. With each purchase the five-year period mentioned above begins to run again.

Even if the skipass or a points value card is purchased prior to the start of the period of validity, art. 9 applies, according to which the purchase price is never refundable, not even, by way of example, in the event of non-use or only partial use of the skipass or points value card, cancelled holidays, unforeseen commitments, illness, etc.

Online purchased skipasses are valid in the winter season of issue only.

Within the day before the start of the validity period of the purchased skipasses, as an exception to the principle of non-modifiability of the purchased skipasses, holders can make certain changes directly on the online shop to specific characteristics of daily, intra-day and multi-day skipasses with consecutive ski days only, excluding those skipasses that have benefited from promotional initiatives linked to the simultaneous booking of an accommodation (such as, for example, Dolomiti Superpremière and Dolomiti Springdays). In particular, holders will only be allowed to:

(a) change the start date of the validity period;

- (b) extend the period of validity;
- (c) switch from the purchased valley skipass to a Dolomiti Superski skipass (not vice versa);
- (d) replace the holder of the skipass, provided that the relevant category (adult, junior, child, senior) is not changed.

The change is made by cancellation of all skipasses purchased within the same transaction, which will be fully annulled and the price fully re-credited in the same manner as the first purchase within the timeframe provided by the respective payment channel. At the same time, new substitute skipasses will be issued, charged with the corresponding price: in particular, for those skipasses that may not have been modified, the price will be the one originally charged; on the other hand, for modified skipasses, the list price will be charged, with possible discounts if the conditions at the time of the modification are met, together with office and administration fees amounting to Euro 15.00 (fifteen/00) for each modified skipass.

The purchase of the skipass is not subject to the right of withdrawal provided by Consumer Protection Law (art. 47 and 59 legislative decree 206/2005).

## Section IV – Principle of non-substitutability and non-refundability and its exceptions

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

The skipasses and the points value cards can never be replaced nor refunded, except as otherwise stated in the following section.

In case the skipass or the points value card are 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. Left ski days at the end of the winter season (e.g. not used ski days of the Dolomiti Superdays or Dolomiti Superski Family passes) as well as left value card units are not refunded nor can they be used in subsequent seasons.

### 10. – Loss of skipasses.

Lost skipasses or points value cards (with exception of deposit cards, for instance issued by lifts 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 skipasses enabled on a My Dolomiti Card, by providing the original number of the lost skipass. Replaced skipasses 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 € 15.00 (fifteen) for office and administration fees will be charged, which will not be refunded, even if the original document is subsequently found.

### 11. – Reimbursement in case of skiing accidents.

Only in case of skiing accidents, holders may receive a partial reimbursement of the price paid for their skipass, (with exception of Superski Family skipasses and the points value cards), provided that the ownership of the skipass is unequivocally proven by the person requesting the reimbursement and provided that the holder does not have any insurance coverage that provides even a partial reimbursement of the skipass price in the event of an accident. Partial reimbursement will be limited to the days following the day of reimbursement request and restitution of the skipasses at the central points of sale. Therefore, daily as well as intra-day skipasses cannot be reimbursed. Applications for reimbursement are to be presented at the central sales offices within 15 (fifteen) days from the accident or, in case of hospitalization, from discharge, together with the following documents:

- the physical skipass;

-a copy of the accident report issued by the ski facility first-aid operators or a medical certificate (issued by a doctor practicing- 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 skipasses the reimbursement will be calculated by subtracting from the purchased ticket's price the amount charged for a same skipass type having a duration equal to the period from validity's beginning of the original skipass to the day of original pass' return and of filling in of the reimbursement application (included). All-season skipasses will be reimbursed by dividing the purchased price by 20 (twenty) – 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 with the number of not used days, until reaching the maximum of the 20 skiing days. Thus, all-season skipasses 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 the ski areas managed by Brentonico Ski Srl, Funivie Lagorai Spa and Panarotta Srl will not be considered for reimbursement.

## Section V – Skiers' obligations, rules of conduct and civil liability

### 12. – General obligations.

The skipass and the points value card are indispensable and irreplaceable transport documents for the access to the lift facilities and for the transportation of the card holder on the lifts.

The skipass or points value card remain property of the issuing Consortium and are temporarily assigned to their holders under terms of loan for use. The holder is responsible for the ticket's proper use and conservation.

Skiers are bound to observe all provincial and regional regulations in force, the rules provided for by Legislative Decree no. 40/2021 (and subsequent amendments) as well as the code of conduct and the Facility User Guidelines displayed in the skipass sales offices, at the lifts or available at the web site [www.dolomitisuperski.com](http://www.dolomitisuperski.com).

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 also have to take terrain conditions into proper account, as well as visibility, snow and meteorological conditions, indications provided on sign-posts as well as operation time of lift system and skiing facilities. The classification of the slopes, as shown on the skiing maps, is to be taken as mere indication.

Skiers engaged in taking long routes have to reach the lift connecting to their "departure valley" by 3.30 pm at the very latest.

For safety reasons it is not allowed to use the slopes outside of the lifts' operation time. Transgressors shall be hold responsible and will undergo civil and criminal liability for damaging consequences eventually resulting from infringement.

First aid assistance on the slopes and transport may be subject to a charge.

### 13. – Compulsory insurance.

The user is aware that it is mandatory to hold a valid liability insurance policy to cover damage or injury to third parties and that, pursuant to Articles 33, paragraph 2, letter l) and 29 of legislative decree 40/2021, any breach of this obligation is sanctioned with a pecuniary administrative sanction and the withdrawal of the skipass imposed by the Public Authorities responsible for control.

#### **14. – Minors under the age of 18.**

In case of purchase of skipasses for minors, the accompanying person declares that he/she is aware of the civil liabilities related to the supervision of minors, also during their use of the lifts. The use of lift system and skiing facilities by minors will occur under the exclusive liability, control, and supervision of the companion.

The user is aware that minors under the age of 18 must wear a protective helmet that complies with the characteristics prescribed by legislative decree 40/2021 and that, pursuant to Articles 17, paragraph 2, and 29 of legislative decree 40/2021, breach of the obligation is sanctioned with a pecuniary administrative sanction imposed by the Public Authorities responsible for control.

#### **15. – Civil liability.**

Owners and operators of lifts 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, the ski slopes, and its surrounding areas.

### **Section VI – Controls and Consequences in case of abuse**

#### **16. – Duty to cooperate with control officers.**

Upon request of both the staff operating the facilities as well as the control inspectors, skipasses or points value cards must be shown, and the holder must consent its identification by exhibition of a valid ID card.

#### **17. – Consequences in case of abuse.**

Pass holders understand and accept that any improper or incorrect use of the skipass (e.g., its use by a different person than the skipass holder) or of the points value card will lead to its immediate withdrawal, annulment or suspension of it. Checks for correct use of the passes can also be carried out by remote monitoring and after the pass' use through the Gate Camera control system that has been installed on some facilities. In the event of misuse of free skipasses granted to children born after 01/01/2016, both the free skipass and the correspondingly linked adult skipass will be blocked and/or withdrawn. For each case of misuse of the Superski Family skipasses, the respective skipass will be withdrawn and annulled and 10 (ten) ski days will be deducted from the total amount of ski days available at the moment of the abuse's ascertaining. Skipasses and points value cards may also be withdrawn or suspended or annulled 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.

### **Section VII – Final Provisions**

#### **18. – Interchange with the area Skirama Dolomiti Adamello-Brenta.**

Dolomiti Superski all-season skipasses, with exception of Superski Family and Superdays skipasses, 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 areas operated by the companies Brentonico Ski Srl, Funivie Lagorai Spa and Panarotta Srl. The 5 days may be used in the



mentioned ski areas within the period 01/12/2023 – 01/05/2024 on operating facilities. Federconsorzi Dolomiti Superski, the Valley Consortia and all the adhering facilities' operators cannot guarantee that the lifts in the mentioned ski areas will be in operation and that the respective slopes will be accessible for skiing. Any abuse of the Dolomiti Superski all-season skipass will also imply, aside from the card'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 valid for the above-mentioned ski areas. Should holders lose their Dolomiti Superski season skipass within the above-mentioned 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. Any skipass bought in substitution of the lost skipass will not be refunded.

#### **19. – Other Provisions.**

The skipass and the points value card function as a tax receipt (Ministerial Decree of 30/06/1992 and subsequent amendments and additions) and must be retained for the entire duration of the lifts' use. In all cases in which a substitute card is issued (e.g., because the personal information given is incorrect), an amount of Euro 15.00 (fifteen/00) will be due as office and administration fee.

By purchasing or using the skipass or the points value card, the ticket holder expressly acknowledges the content and entirely accepts the general terms and conditions including the supplementary terms and conditions regarding the Superski Family skipasses, available at central the points of sale and on the web site [www.dolomitisuperski.com](http://www.dolomitisuperski.com).

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

#### **20. – Governing law and Jurisdiction.**

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, unless the conditions for the application of the consumer jurisdiction are met.

### **Section VIII – Rebalancing measures for the 2019-20 winter season**

#### **21. Rebalancing measures due to subsequent impossibility of operating the ski resorts until the end of 2019-20 winter season due to the health emergency caused by SARS-Cov-2 pandemic for skipass holders with seasonal validity.**

As compensation and definitive settlement of any dispute for the early closure of the lifts in the 2019-20 winter season, Dolomiti Superski and the Valley Consortia have proposed following measures, provided that they have not been claimed previously:

- a) to holders of all-season skipasses (both skipasses of Dolomiti Superski and Valley Consortia) purchased in the 2019-20 season alternatively at the users' choice:
  - 1.) a 10% discount on the purchase price of all-season skipasses for the 2023-24 season;
  - 2.) issue of a skipass of the same type purchased in the 2019-20 season (skipasses of Dolomiti Superski or Valley Consortia) valid from 10/03/2024 until the end of the 2023-24 winter season, at no extra cost;

3.) a 10% discount on the purchase price of Dolomiti Superdays 2023-24 skipasses. Skipasses that have already benefited from a promotion in any form during the 2019-20 season are excluded from these measures (e.g. season passes of children born after 01/01/2016 issued in combination with those of their parents);

b) to holders of the Superski Family skipasses and the days at choice in the season skipasses (of Dolomiti Superski and Valley Consortia) purchased in the 2019-20 season: upon purchase of the same skipass type for the 2023-24 season, the not used ski days of the 2019-20 season will be added to the purchased ski days and will only be valid in the winter season 2023-24. In relation to Superski Family skipasses, if the family composition has undergone changes, the benefit of adding the not used ski days will be attributed to the first member of the 2019-20 family group who appears at the ticket offices in the 2023-24 season. The number of days cannot be spread over two or more family groups.

c) to holders of all-season skipasses of Valley Consortia combined with 4 Dolomiti Superski ski days purchased in the 2019-20 season: upon purchase of the same skipass type for the 2023-24 season, the unused Dolomiti Superski ski days of the 2019-20 season will be added to the usually purchasable Dolomiti Superski ski days and will only be valid in the winter season 2023-24.

These measures and the others communicated by Dolomiti Superski or by the individual Valley Consortia constitute a proposal for the economic rebalancing of the contract stipulated for the 2019-20 season, also pursuant to art. 1463 and 1464 of the Italian civil code, despite the derogation of those provisions as regulated in the general terms and conditions valid for the relative winter season. The foregoing proposals, therefore, do not imply any acknowledgement of any claim or waiver of defence arguments, of the invocation of contractual clauses or of the assertion of objections, even of prescription or forfeiture, in the event of non-acceptance. The user has the right but not the obligation to accept the proposal. Even if the user does not accept the proposal made, the user can purchase a skipass. In this case, the ordinary prices are applied as per the tariff. The fact of not accepting the proposal does not imply a waiver of legal action, which therefore remains unaffected. Only if the user accepts the offer and therefore benefits from the discounts and other benefits described above, the beneficiary declares to be fully satisfied and have nothing else to claim from Dolomiti Superski, the Valley Consortia or the adhering companies in relation to the early closure of the lifts in March 2020 by order of the authorities.

The foregoing rebalancing measures cannot be combined with other promotions and/or discounted rates obtained during the winter season 2019-20 or in the following ones or planned for the 2023-24 winter season, with the only exception of the ordinary pre-sale purchases which are scheduled every year from around mid-November until December 24th. Also excluded from the application of the above-mentioned rebalancing measures are those 2019-20 pass holders who have already benefited from a form of rebalancing or reimbursement (e.g. due to ski accident) in the previous seasons, or those who, through an invitation to an assisted negotiation or mediation procedure or through the initiation of legal proceedings, have expressed their willingness not to accept the proposed rebalancing measures of Dolomiti Superski, the Valley Consortia and the managing lift companies.

#### **Edition: W01 – 2023-24**

Dolomiti Superski and the federated valley consortia reserve the right to modify these general terms and conditions. Any changes will be promptly published on the website and will be valid from the time of publication for purchases made subsequently.