PAGANELLA SKI DOLOMITI

CONSORZIO SKIPASS PAGANELLA DOLOMITI
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CONDITIONS OF SALE

1. Ski lift companies Paganella 2001 Spa and Valle Bianca Spa (hereinafter the "Companies"), owners of the concession, make an integrated system of lifts and slopes/tracks available to the public in the area belonging to Paganella Ski. Consorzio Skipass Paganella Dolomiti (hereinafter "Consortium") is the agent on behalf of the above lift companies for the sale of TICKETS, based on the agency agreement signed on 8 November 1999.

2. These general conditions of sale regulate the conditions of contract for the purchase and use of TICKETS issued by the Consortium and the ski lift companies. The purchase and possession of a TICKET implies awareness and full acceptance of these conditions of sale.

Section I: TICKETS

3. Travellers are obliged to purchase a TICKET from the official sales channels available (specified on www.paganella.net), based on for their specific program. The TICKET is printed with letters/symbols to identify the sex and category of the holder (ADULT, JUNIOR, SENIOR, and CHILD). In some cases, the photo and details of the holder are also included. The price of the TICKET (or the points) may vary due to 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.

4. Ticket offices accept payment in cash (compliant with the current laws) as well as major debit and credit cards. The Management also accepts payment via bank transfer, which must be sent to and result as paid at the Administration Office before any TICKETS can be issued.

5. At the time of purchase, when receiving TICKETS or online receipt, the customer is obliged to check compliance with his/her requirements. It is hereby understood that no replacement TICKET will be issued once the TICKET has been used for the first time at the lifts.

6. TICKETS are sold on Keycards; each one requires payment of a deposit of 5.00 euros, which will be refunded if the card is returned undamaged and in good condition. The Customer is obliged to always keep the TICKET safe. Any loss or serious damage will not entitle the Customer to a refund of the deposit, where available. In some cases, TICKETS are also sold in other forms, for which no deposit is required.
6bis. TICKET prices, which vary according to the type and age of the user, are provided at the ticket offices, or published online on the website www.paganella.net , and include VAT. For online purchases, a dynamic pricing system will apply.

7. The TICKET, which is a transport document that also serves as a receipt (D.M. 30.06.1992 and subsequent amendments) must be kept for the duration of transport.

8. TICKETS must be presented to lift staff every time this is requested for checks of validity and to ensure they are the property of the holder.

9. A TICKET is a personal document and cannot be transferred, even free of charge. Any improper use of a TICKET and specifically, transfer of same, even if as a simple and/or momentary exchange, will lead to its immediate withdrawal and block/cancellation, with the possibility that legal action (civil or criminal) will be taken against the offender. Control systems are active for all types of TICKET, including systems using Photo Control Monitors (video camera circuit installed at lift access turnstiles), and LC Monitors (monitors placed inside the control cabins at lift departure points), which are able to detect the user's image as they pass through the turnstile itself (see privacy policy displayed at all ticket offices and published on the website www.paganella.net).

10. Replacement hourly, point-based, Trek Pass and single-journey TICKETS cannot be issued in case of loss. In case of loss of other types of TICKET, to obtain a replacement, it is necessary to report the loss to the Consortium, which will deactivate and block the lost TICKET. In any case, all replacement TICKETS are issued directly from the ticket office, exclusively upon presentation, by the customer, of a photograph of said TICKET, which must show the ID code of the TICKET or the booking code in case of online purchase. The charge for deactivating and blocking a lost TICKET and issuing a new one is € 10.00 (non-refundable in case the original TICKET is found).

11. TICKETS that are issued against vouchers will only be provided in the same format stated on the voucher and cannot be changed in any way, not even prior to issue. This also applies to TICKETS purchased online.

12. The price of the TICKET includes the right to transport, during the relative season, skis, snowboard or mountain bike (if allowed) or a small, compact piece of baggage, with a total weight not exceeding 10 kg (provided that this does not prevent an easy embarkation on the lift or does not, at the sole discretion of staff, present a risk for lift safety). Bob sleighs, luges and pets are not permitted on the lifts (except where specifically stated). It is prohibited to ascend to any slopes while wearing skis, even after the closure of the lifts.

13. PROCEDURE TO FOLLOW FOR DAMAGE EQUIPMENT ON LIFTS AND SLOPES
• At the time and place of the accident on the slope, the police must be called so that they can verify and evaluate the situation and, if necessary, confirm, in an objective and unequivocal way, that the concessionaire (lift company) is responsible for repairing/compensating the damage suffered. Below are the telephone numbers: CARABINIERI (for the Paganella 2001 area): 376 2184456 | POLICE (for the Valle Bianca area): 348 0343393
• Subsequently, the claim for compensation must be submitted by contacting the relevant lift company by e-mail, indicating the location of the damage and sending photos of the damaged equipment. Below are the contact details: Paganella 2001: info@paganella2001.com, Funivie Valle Bianca: info@funivievallebianca.it
PROCEDURE TO FOLLOW FOR CLOTHING STAINED WITH GREASE
• On the day of the accident, request the clothing damage form at the ticket office and report the accident to the staff.
• The form must be sent together with photos of the stains within 24 hours to one of the following email addresses: info@paganella2001.com (if the damage occurred on the Paganella 2001 lifts), info@funivievallebianca.it (if the damage occurred on the Funivie Valle Bianca lifts).
• Subsequently, the cleaning receipt must be sent to the same email address in order to receive a refund. Only the costs incurred for washing the stained garment will be refunded.

14. All TICKETS will expire at the end of the relevant summer or winter season.

15. Without prejudice to the provisions of Articles 15 and 16 below, once the TICKET has been used, even partially, it is non-refundable. If the TICKET has not been used and was purchased online on www.paganella.net, the Customer may cancel the purchase up to 24 hours prior to the first day of validity of the TICKET (e.g., a ticket valid for December 16th may be cancelled until 11:59 PM on December 14th). In the event of cancellation within the specified timeframe, no monetary refund will be issued; instead, a credit equal to the value of the cancelled ticket will be provided under the name "Credit Wallet". This credit will be automatically credited to the virtual wallet within the Customer's personal account area and may be redeemed for subsequent online purchases until the end of the winter season following the one in which the purchase was made. Even if purchased online, Pedestrian Return TICKETS, Seasonal TICKETS, Point Cards and the Gift Ski pass cannot be cancelled or converted into credit. Even TICKETS purchased through channels other than the online platform are not eligible for cancellation or credit conversion. TICKETS purchased online, which are valid from the originally scheduled first day of the season and which have not been used due to the postponement of the opening date of the ski facilities, retain their contracted purchase value. These tickets may be exchanged at the ticket offices for a ski pass valid exclusively for days falling within the same seasonal pricing period as the replaced ticket. Should the customer wish to use it in a higher tariff season, they will be required to pay the price difference, calculated as the difference between the amount already paid and the tariff applicable at the time of replacement, depending on the chosen sales channel: 1) Official ticket office price list, if the replacement is carried out at physical ticket offices; 2) Dynamic online rate (available at the time of the change), if the replacement is carried out digitally via the customer's Credit Wallet. The purchase of the TICKET is not subject to the right of withdrawal provided by the Consumer Code (Articles 47 and 59 of Legislative Decree 206/2005).

16. In case the customer or a family member of same (included in the family status) tests positive for the SARS-CoV-2 virus and isolation or quarantine is enforced for the customer or one of the family members, the Consortium, on receipt of valid certification from a doctor and/or of the quarantine/isolation, will refund the unused days of a 1 day to 14-days TICKET purchased by the customer, according to the purchase price paid for the TICKET. This process will also be applied in the event that one of the following situations should occur: 1) the region of Italy or the foreign nation in which the customer is resident is closed before the first day of TICKET validity 2) the customer has already used the TICKET and, due to the closure of the region or nation is obliged by the relevant bodies to return to his/her residence 3) the closure of the Province of Trento is closed or all of the ski lifts are closed due to the SARS-CoV-2 virus.

17. In case of accidents on the ski slopes, duly recorded by the slope first aid staff, a partial refund of some types of TICKET will be available to holders of an insurance policy, as purchased along with the TICKET. A summary of policy conditions is available from all Company ticket offices as well as on the website www.paganella.net. It remains understood that anyone accompanying the injured party, even if insured, will not be entitled to a refund on their TICKET.

18. As from the entry into force of art. 30 of Lgs. Decree 40/2021, skiers using the alpine ski slopes must have valid insurance to cover their civil liability for damage or injury caused to third parties. For this purpose, at the moment of purchase of the TICKET, Consorzio Skipass offers the possibility to sign up for a civil liability insurance policy to cover damage caused to people or property.

Section II: TICKET types

19. The types of TICKET available (single outward, Trek Pass, point-based, hourly, day, multi-day - up to 14 days, seasonal or annual) are stated on the price lists displayed at the ticket offices and published on the website www.paganella.net

20. Seasonal and Annual TICKETS will be issued with holder's photograph. The Consortium has the right to issue other types of TICKET with photograph.

21. Multi-day TICKETS for periods with different prices are calculated based on the period (season) covered by the majority of days; in case the same number of days falls in each period, the higher rate will apply.

22. Differently able people who, at the time of purchase, provide documentary proof of disability of 20% or more, will be entitled to a discount on list prices, as stated on the website www.paganella.net

23. Reduced rate TICKETS for seniors, super seniors, juniors, and children are issued in person on presentation of a valid document providing proof of age. Self-certification is not accepted.

24. Seasonal TICKETS entitle the holder to access - as a result of exchange agreements in being between lift companies, and within the programme of lift and slope/track operations as decided by the management of each of the aforementioned companies - to working lifts in the ski area of reference during the summer or winter season. The relative season - without prejudice to the decisions of the management of each of the lift companies regarding the start and end dates of same on the relevant lifts - will be 60 days (80 for Superskirama TICKETS), not necessarily consecutive - of access to the lifts in operation, it being understood that:

a) the operation of all lifts and skiing on all slopes or availability of track in the area of reference cannot be guaranteed;
b) in case of single lifts or groups of lifts being in operation for a period exceeding 60 days (80 days for Superskirama TICKETS), the Seasonal TICKET will remain valid for said further period;
c) in the event that lifts are closed for safety reasons linked to the SARS-CoV-2 virus and the 60-day period for the TICKET (80 for Superskirama TICKETS) cannot be used, the customer will be refunded an amount according to the price of the Seasonal TICKET and to the number of days not used compared to those guaranteed.

25. Some TICKETS also offer a choice of several days in other ski area on lifts in operation there; the days of validity for other areas can be automatically enabled on the TICKET without the need to request individual daily passes. Any misuse of the TICKET will lead to its immediate withdrawal and/or cancellation by the competent authorities of the respective ski area, as well as the cancellation of any days not used in the other ski areas. In case of loss of a TICKET with days "out" of ski area Paganella, since other areas are not able to check the purchase of the lost TICKET (card), they will be unable to issue any replacement TICKET for any days still to be used in their area. Any daily TICKETS purchased in other areas following the loss/failure of a TICKET will not be refunded. In case of limited access to the lifts or for other reasons due to decisions which in no way depend on the Companies' wishes, days "out" of the ski area Paganella will not be guaranteed.

26. In the case there will be a threshold that includes access to the ski area according to a maximum quota defined by the users, the use of Superskirama and Consorzio Skipass seasonal ski passes will only be possible on reservation of a day's skiing. The booking must be made online and can be chosen for any time, until capacity is reached for the area. The possibility to make reservations is limited to 2 days out of the successive 5 days from the date of reservation. It remains understood that each customer may only hold 2 reservations at any one time and, once one of the reserved days of skiing has been used, it will be possible to book another one. Reservations can be changed or cancelled any time before use. It is also understood that in case of quotas, once capacity has been reached, there will be no more access to the ski area for card holders/users not within the quota.

Section III: Lift operation schedule

27. The lift and slope/track operation programme for the Companies and that of the lift operators in the ski area covered by the TICKET is decided by the Companies' management and the management of each of the lift companies. The cost of the TICKET is not linked to the number of lifts and slopes/tracks/services open to the public, but to the possibility to use at least two open lifts. The operation of all lifts and skiing on all slopes or the availability of all tracks cannot be guaranteed.

28. The Companies are not in any case liable, and therefore, no refund (total or partial) or replacement of the TICKET is owed if, due to unforeseen events which in no way depend on the Companies' wishes (for example, but in no way limited to, strong wind conditions, weather events, lack of snow or the occurrence of an unforeseeable technical problem, or the repeated and unannounced suspension of electricity) or due to competition events, training, educational activities or events, the lifts or some of the slopes/tracks should be closed fully or in part. The Companies are also not liable and therefore, no refund and/or compensation is owed, in the event that, due to the closure of lifts on account of force majeure, the user should incur costs to return to his/her residence or departure point.

Section IV: Rules for lifts, slopes and tracks use

29. Lift users are obliged to comply with the transport rules and guidelines for users, as displayed at all lift departure stations; lift users are also obliged to follow the regulations of the competent authorities in the interests of safety and smooth transport, and all other instructions that may be given by lift employees in order to prevent accidents.

30. Skiers are obliged to comply with the signs in skiing areas and on lifts. The level of difficulty of each slope is to be considered a guideline only. Each level is shown on panoramic signs in the vicinity of the main departure stations, on ski maps available at all of the open ticket offices, as well as on the round coloured signs alongside all ski runs. In the interests of their own safety and that of others, skiers are expected to evaluate whether the degree of difficulty of the slope is in line with their ability. For safety reasons, it is prohibited to use the slopes after the lifts have closed and, in all cases, where closure signs are on show. In case of breach of Art. 30 ter "Skiers' Conduct" of the Regulation for execution of provincial law no. 7 of 21 April 1987, and subsequent amendments, ski passes may be withdrawn by the company or security forces.

31. Children under the age of eight years may only use the lift if accompanied by an adult; no proof of age is required for children taller than 1.25 metres (Min. Decree 8 March 1999 and subsequent amendments). It is understood that the purchase of TICKET for a minor (<18 y.o.), the purchaser will accept all liability regarding the use of lifts and slopes by the minor, who will use them under the direct supervision of the purchaser.

32. All skiers using the ski slopes, regardless of their age, must wear a ski helmet when practising alpine skiing, snowboarding, telemark, sledding and tobogganing.

33. Bike Parks and other MTB trails (also if shared) are only open during the summer season, during which time it is possible to ride mountain bikes, in compliance with the conditions of sale. Users of these trails are to view their difficulty levels as shown on the signs in place and on the site; they must also be suitably prepared and experienced for the use of these trails, as well as have the correct equipment, instruments and materials needed to deal with the route in question. Along the bike park trails, which can be identified by the information sign placed at the entrance of each area, authorised staff will take photographs with the aim of selling souvenir photos of the day. Photos that will not be purchased will be deleted 30 days after their publication on the dedicated area of the website. Rules on https://www.dolomitipaganellabike.com/en. In case of wrong behaviour on trails or breach of the above-mentioned rules, tickets may be withdrawn. It is prohibited to use the Bike Park routes during winter.

34. Dogs must wear a muzzle and be kept on a lead at all times. They are only permitted on some lifts, as stated in the regulations on the website www.paganella.net

35. Access to the lifts is only permitted to persons with COVID-19 green certificate (in the form and type established by law).

36. Customers undertake to comply with all of the regulations in place to manage the SARS-CoV -2 pandemic and specifically, at the time of purchasing any TICKET for lift use must be liable for and informed of their health condition and that of their family unit (understood as people with whom they share confined spaces, such as means of transport, hotel rooms, living units, etc.), undertaking, if this is not the case, not to use lifts and to report any symptoms, as necessary and according to procedure.
By accessing lifts, concluding from the same, customers:

i. declare they have none of the symptoms known to be traceable to the SARS-CoV-2 pandemic, for themselves and their family unit (understood as people with whom they share confined spaces, such as means of transport, hotel rooms, living units, etc.);
ii. and undertake to comply with the regulations put in place to deal with the epidemiological emergency of SARS-CoV-2 as they come into force.

Section V Final provisions

37. The prices for the purchase of the TICKET may be subject to changes in the event of fiscal, monetary, economic or social interventions, as well as in the event of a change in the transport capacity issued by Authorities or by regulations.

38. In case of discrepancies between the languages of these general conditions of sale, the Italian version shall prevail.

39. The Consortium has put in place the measures required by the new General Data Protection Regulation (GDPR 679/2016), as per the policy statement displayed at ticket offices or on the company website www.paganella.net and provided here below.

40. Privacy Policy pursuant to Art. 13 of Regulation (EU) 679/2016: Data Controller: Consorzio Skipass Paganella Dolomiti. Your data are processed for purposes exclusively connected to the management of the business relationship or for analysing statistics or to the sending of information or proposals concerning this activity. Your data may be communicated to subjects directly connected with the use of the transit document. Your data will not be circulated or transferred to any non-EU country or international organisation. Your data will be stored for the time strictly necessary to achieve the purposes for which they are stored, in compliance with other civil and fiscal regulations that made require further storage time. To exercise your rights as per Art. 15 and successive, you can contact the Data Controller at the address provided above. A full copy of the privacy policy is available from our central office, CONSORZIO SKIPASS PAGANELLA DOLOMITI Piazzale Paganella, 5 - 38010 ANDALO (TN) Tel. +39 0461/585588 - www.paganella.net email skipass@paganella.net

41. Consorzio Skipass reserves the right to modify these contractual conditions. Any changes will be promptly published on the website www.paganella.net and will be valid from the time of publication for purchases made subsequently.