

GENERAL CONDITIONS OF SALE

General Terms & Conditions of Sale of Plose Ski AG, Gitschberg Jochtal-Brixen consortium and Dolomiti Superski consortium

1. The following General Terms and Conditions of Sale define the contractual conditions governing the purchase and use of the lift passes and prepaid cards issued by Plose Ski AG, by the Gitschberg Jochtal-Brixen consortium and by the Dolomiti Superski consortium. Said passes and cards enable their holders to use the lift facilities offered by the aforementioned companies and associations. Plose Ski AG issues lift passes with a validity of up to one day (half-day passes, three-hour tickets, single tickets). The passes issued by the Gitschberg Jochtal-Brixen consortium are all multi-day passes with minimum validity of two days. The passes issued by Dolomiti Superski can be single or multi-day passes as well as prepaid cards which give access to the lifts of the following 12 resorts: Cortina d'Ampezzo, Kronplatz-Plan de Corones, Alta Badia, Val Gardena/Alpe di Siusi, Val di Fassa/Carezza, Arabba/Marmolada, Three Peaks Dolomites, Val di Fiemme/Obereggen, San Martino di Castrozza/Rolle Pass, Gitschberg Jochtal-Brixen, Alpe Lusia/San Pellegrino, and Civetta.

2. The Dolomiti Superski consortium and its 12 affiliated valley consortia act as representatives with power of attorney on behalf of the individual companies that operate the lifts (the Contractors), which are exclusively responsible for the operation of the respective lift facilities and the supply of associated services. These operators, together with the users, are the sole and only contracting parties to this agreement. Dolomiti Superski and its affiliated valley consortia are not parties to this agreement and any liabilities

on their part are therefore excluded.

3. Lift passes are strictly personal and may carry the holder's given name and surname and/or photograph. They may not be transferred, even gratuitously, and may not be exchanged or tampered with. In addition, valley lift passes are not mutually interchangeable with Dolomiti Superski passes. The validity period, which cannot be modified, is printed on the pass (except in the case of MyDolomiti Skicard) along with one of the following letters: M (for man), F (for woman), S (for senior), J (for junior) or B (for baby). Pass holders are assigned one of these categories depending on their age or date of birth, as detailed in the current [price list](#).

4. Prepaid cards are not personal tickets, and are therefore transferable. The validity of prepaid cards is limited to the winter season for which they are issued. At the time of purchase, a card will have a credit balance of 600, 1,000 or 2,100 points, depending on the type of card purchased. With each use, the points required for the lift fare are deducted from the card balance available.

5. The skiing season officially starts on 05.12.2020 and ends on 05.04.2021. All-season passes, Superski Family passes, prepaid cards and passes valid for 8 single days will all be valid for the entire season as specified above. During this period, their validity is guaranteed for all operating lift facilities. Some individual lifts or groups of lift facilities may also be operational before and/or after the official winter season. In such cases, all-season passes, Superski Family passes, prepaid cards and 8-single-days passes, as well as other passes on sale, will be accepted from the day of opening of lift facilities until 02.05.2021, provided the facilities are still operating.

At the beginning and end of the season (especially after mid-March), individual lifts, groups of lifts, or larger areas may be closed, and the

number of open ski pistes may be reduced for the reasons specified in article 17, and taking into account factors such as the influx of skiers, snow conditions and safety considerations. Closure of each lift facility is decided upon independently by its respective managing company – Dolomiti Superski and its affiliated valley consortia are not involved.

6. Guests wishing to benefit from the special rates for seniors (S), juniors (J) and babies (B), or to purchase the Superski Family passes as specified in the price lists, must appear in person at the sales office and provide a valid identity card (not replaceable by self-certification), as well as proof of family status, where requested, to prove that they qualify for the discounts indicated in the price lists available at the sales offices or on www.dolomitisuperski.com. Free lift passes for children (1-31-day validity) are only available subject to the simultaneous purchase of a lift pass for an accompanying adult, which must be of the same type and validity. Only one free children's pass is issued for each adults' pass purchased and the passes will be interlinked.

7. By purchasing a lift pass for a minor, the accompanying adult declares that he/she is aware of and recognises the civil obligations and liabilities entailed in the supervision of minors, including when using lift facilities, as well as the rules of conduct provided for by Italian Law 363/2003 (as amended) and any other regulation applicable at a national, regional and local level. The use of lift facilities by minors is carried out under their accompanying adult's supervision, control and exclusive liability.

8. In the event that a ticket that has been purchased online (e-ticketing) needs to be re-issued due to incorrect information provided at the time of purchase, a one-time administrative fee of €10.00 (ten) will be charged for each pass issued as replacement. Vouchers applicable to lift passes and prepaid cards bought online are only valid during the winter season in which

they are issued. The purchase of lift passes is not subject to the right of withdrawal provided for by the Italian Consumer's Code (art. 47 and art. 59 of Leg. Decree 206/2005)

9. Owners and operators of lift facilities bear no responsibility or liability for damages arising from the improper use of their facilities and/or from the illicit behaviour of users while on the lifts, on the ski slopes and in the associated areas. Strict compliance with the applicable regulations, as displayed at the points of departure of all facilities, is required at all times.

10. Lift passes and prepaid cards must be exhibited and the holder must consent to his/her identification at the request of service personnel or control inspectors.

11. Any improper or incorrect use of lift passes or prepaid cards will result in their immediate withdrawal, annulment or suspension. In the event of misuse of free B-category children's passes, both the children's pass and the corresponding adult's lift pass will be blocked and/or withdrawn. In the event of misuse of Superski Family passes, 10 (ten) days will be deducted from the total amount available on the card for each individual case of misuse at the time the abuse is ascertained. Lift passes and prepaid cards may also be withdrawn or suspended by the competent controlling authorities in cases of violation of national, regional or local laws or regulations. All abuse is subject to legal proceedings. Any actions deemed necessary or proper for ascertaining the offender's civil and criminal liability (e.g. for fraud, see art. 640 of the Italian Criminal Code) can be taken.

12. Neither substitution nor refund will be offered for lift passes and prepaid cards that have not been used, in full or in part, or that have been withdrawn, annulled, suspended or deliberately damaged.

13. Lost lift passes and prepaid cards (with the exception of deposit cards, such as those issued at the lift terminals with no cash desk) are eligible for replacement within their validity period. Replacement can be requested at the central pass issuing desks by producing ID and the confirmation of purchase or, in the case of a MyDolomiti Skicard pass, by giving the original number of the lost pass. Replacement lift passes and prepaid cards will become valid after the request for replacement has been successfully reviewed and after the lost card has been deactivated. An amount of €10.00 (ten) for administration fees will be charged. Replacement fees are not refundable, even if the original pass is later found.

14. A partial refund of the lift pass price (except Superski Family passes and prepaid cards) is possible only in the event of skiing accidents, provided that the holder's name and/or photo is on the pass. The refund will be limited to the days following the reimbursement request and submission of the lift pass. For this reason, lift passes with a validity of one day or less are not eligible for refund. Refund requests need to be made at the central sales offices within 8 days of the accident, with the following accompanying documents:

- The original lift pass
- A copy of the accident report issued by the ski facility first-aid operators or a medical certificate (issued by a doctor practising in the Dolomiti Superski area, by a local public facility or by the hospital to which the patient was admitted), showing that the injury resulted from a skiing accident and currently prevents the pass holder from practising sports activities. Persons accompanying the injured holder are not entitled to a refund. For multi-day lift passes, the refund will amount to the difference between the original price of the pass and the price of a pass with a validity equal to the number of days between purchase and submission/refund application (inclusive). The refund on all-season lift passes is calculated by dividing the purchase price by 20 (this being the average number of days a seasonal pass is

used) and multiplying the average daily price thus obtained by the number of days not used, up to a maximum of 20. Therefore, all-season passes that have been used for 20 or more days are not eligible for refund. The number of refundable days is in any case limited to the number of days remaining before the season's end. 5-day access to the Skirama Dolomiti Adamello-Brenta pass will not be considered for refund. For all reduced-price seasonal passes, refunds are calculated by dividing the purchase price by 10 instead of 20.

The discounted winter lift pass offered during the "Skiing for All" campaign in October becomes fully validated on first use. After the first use, any refund claimed for any reason whatsoever, whether total or partial, is expressly excluded.

14a. For the winter season 2020/21, the Gitschberg Jochtal–Brixen consortium and Dolomiti Superski have drawn up a guarantee scheme designed to partially refund lift passes in the event of a new lockdown. Guests who purchase a seasonal Dolomiti Superski or Gitschberg Jochtal–Brixen pass at the standard price on or after the sales launch date of 13 November are granted the right to withdraw from the contract in the event that lift facilities are shut down for a minimum period of 14 consecutive days.

Within 30 days of a lockdown entering into force, guests who have not yet reached the threshold of 40 days on the slopes can exercise their right of withdrawal by filling in the dedicated online form. By submitting the form, the refund procedure is initiated and the pass is immediately deactivated. Refunds are granted on a scale basis, as described below.

Refund thresholds for seasonal passes – ski season 2020-21

Up to and including 15.12.2020: 85%

Up to and including 31.12.2020: 70%

Up to and including 15.01.2021: 55%

Up to and including 31.01.2021: 40%

Up to and including 15.02.2021: 30%

Up to and including 28.02.2021: 20%

Up to and including 15.03.2021: 10%

Up to and including 31.03.2021: 5%

From 01.04.2020: 0%

Alternatively, passes remain active and can be used until the end of season in the ski areas that remain open, with no refund.

15. Lift passes and prepaid cards are indispensable and irreplaceable travel documents as described in art.1. They can be neither replaced nor refunded, except in the cases provided for in articles 13 and 14 of these T&Cs. Passes and cards remain the property of the issuer, and are temporarily lent for use to the holder, who is responsible for their safekeeping.

16. Lift passes and prepaid cards, which are required to access the lift facilities, comply with the requirements for tax receipts (Italian Ministerial Decree of 30.06.1992, as amended) and must be kept for the entire period during which the lift facilities are used.

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17. No guarantee is given that all lift facilities and ski slopes in the Dolomiti Superski area will be open, accessible and continuously operating throughout the skiing season (as defined in art. 5 of these T&Cs).

Accessibility of lift facilities and slopes is also dependent on factors beyond the control of their owners or operators, such as weather and snow conditions, security and safety requirements, technical failures or damage, power outages, directives, and force majeure or unforeseeable circumstances.

18. Skiers ski at their own risk. Slope routes and skiing style must be chosen based on each skier's individual skills and abilities. Terrain conditions, visibility, snow and meteorological conditions must also be taken into account, along with the operating times of lifts and facilities and any instructions provided on sign-posts. Additionally, skiers are required to observe all provincial and regional regulations in force, as well as the rules of conduct provided for by Italian Law no. 363/2003 (as amended) and the code of conduct displayed at pass sales offices, at the lift terminals, and online at www.dolomitisuperski.com. In the event of an accident, first-aid assistance and transportation may be subject to charge.

19. Ski tourers must reach the lift facility for their return journey by 3.30 pm at the latest.

20. The classification of slopes as shown on skiing maps is to be interpreted merely as reference.

21. For safety reasons, it is forbidden to be on the slopes outside the lifts' operating hours. Transgressors will be held liable under civil and criminal law for any damages that might result from non-compliance.

22. Dolomiti Superski all-season passes, with the exception of Superski Family passes, also grant 5-day access to the following facilities located within the Skirama Dolomiti Adamello-Brenta area: Madonna di Campiglio, Pinzolo, Folgarida-Marilleva, Pejo, Ponte di Legno-Tonale, Andalo-Fai della Paganella, Monte Bondone, and Folgarida-Lavarone, as well as to the Brentonico ski area. The 5-day points are credited directly to the MyDolomiti Skicard pass and may be used to access the facilities mentioned above, when open, from 30.11.2020 to 02.05.2021. The Dolomiti Superski consortium, its affiliated valley consortia and their members (operating companies) cannot guarantee that lift facilities in the Skirama Dolomiti Adamello-Brenta and Brentonico ski areas will be in operation, nor that the ski slopes in the same area will be accessible. Any improper use of the Dolomiti Superski all-season pass will cause the immediate withdrawal, annulment or suspension of the same by the competent inspectors, as well as the cancellation or suspension of any credit for the Skirama Dolomiti Adamello-Brenta and Brentonico ski areas. If a Dolomiti Superski all-season pass is lost within the Skirama Dolomiti Adamello-Brenta or Brentonico ski areas, no replacement card can be issued to honour residual credit for those areas, as the local personnel are not in a position to verify the holder's identity. Day tickets purchased in replacement of lost Dolomiti Superski all-season passes in the Skirama Dolomiti Adamello-Brenta or Brentonico ski areas are not eligible for refund.

23. All open and marked ski slopes of Plose Ski AG are supervised by specially trained paramedics in cooperation with law enforcement officers. In the event of injuries resulting from skiing accidents, a fee of €200 will be charged towards expenses for first-aid and transportation services. A fee of €50 is charged for more minor medical services performed directly at rescue service facilities or in their immediate vicinity. Accidents can be reported at all lift terminals, restaurants and pass issuing offices.

24. Plose Ski AG and the Gitschberg Jochtal-Brixen consortium offer their customers a comprehensive insurance policy which covers a variety of services, including a contribution towards expenses for piste rescue services. [The insurance](#) must be taken out at the time the lift pass is purchased, as it cannot be linked to it at a later time.

25. The prices of the lift passes and prepaid cards, as well as the number of points credited, are subject to changes based on any intervening tax, financial, economic or social measures implemented by competent authorities.

26. By purchasing and/or using a lift pass or prepaid card, the user acknowledges these general terms and conditions of sale and accepts them in full. T&Cs are also available for perusal at pass issuing offices and on the following websites: www.dolomitisuperski.com, www.plose.org and www.gitschbergjochtal-brixen.com

27. These T&Cs are issued in different languages. In cases of ambiguity or discrepancies between the various versions, the Italian version shall prevail.

28. The transport contract and these General Conditions of Sale are governed by Italian law; the judges of the Court of Bolzano/Bozen shall have exclusive jurisdiction in any legal proceedings pertaining their validity or execution.

Subject to change without notice