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GENERAL CONDITIONS OF SALE AND USE OF SKILIFTS AND SKI SLOPES WINTER SEASON 2022/2023

- 1. By purchasing and using the ski pass, the user declares to know and fully accept these GENERAL CONDITIONS OF SALE, displayed to the public at the cash desks and published on the website <u>www.santacaterinaimpianti.it</u>
- 2. The start of the season and the end of the season is established by the lifts company based on the climatic conditions and snow cover on the slopes.
- 3. All tickets issued are valid during the normal operating hours of the ski lifts and are subject to the "Provisions for travelers" established by each Company. It is understood that any type of ticket loses validity at the end of the winter season during which it was issued.
- 4. Rates are usually applied throughout the season. The company reserves the right to adjust the rates and regulations during the season if there are changes in the tax burden or other important factors.
- 5. The company reserves the right to decide the opening and closing of the lifts and slopes at its sole discretion without this affecting the price of the ticket. The opening of all ski lifts or the skiability of all the slopes is not guaranteed. The lifts and slopes are open to the public as per the exercise program prepared by the Management. For reasons of force majeure (electromechanical breakdowns, adverse weather conditions, etc.) or for the conduct of events, competitions or competitive training, one or more facilities and tracks may be closed to the public without this being a reason for any compensation to the owner of the ski pass.
- 6. The skier skis at his own risk; the choice of the slope and the speed must be adequate to one's abilities, the snow conditions of the slope, the signs, the weather conditions and visibility.
- 7. The skier who uses the alpine ski slopes, according to Legislative Decree 40-2021, starting from 01/01/2022, must have a valid insurance that covers his own civil liability for damages and injuries caused to third parties (it will be possible to purchase it at the same time as the ski pass)
- 8. The cost of rescue intervention on the slopes is zero if you have insurance purchased with the ski pass or your own (provided it covers rescue), otherwise it will cost Euro 200.00.
- 9. Legislative decree n°41/2021 of 28/02/2022 conversion law n°109 of July 2021 introduced the safety regulations valid from 1 january 2022:
- All users of the ski slopes under the age of 18 are required to wear a suitable protective helmet.
- The skier who uses the alpine ski slopes must have a valid insurance that covers his/her civil liability for damage or injuries caused by third parties.
- Possibility for the police to carry out checks to ascertain if the skier is under the influence of alcohol and drugs.

At all the ticket offices of the company it is possible to purchase an insurance policy for civil liability for damage caused to persons and property at the same time as the ticket.

- 10. For the use of the ski slopes by skiers, please refer to the Regional Law 8 October 2002 n. 26, to the Regional Regulation 6 December 2003 n. 22 as well as the contract to the model contract for the use of the skiable areas in the territory of the Lombardy Region. The manager declines all responsibility for any damage resulting from improper use of the facilities as well as for the consequences of illegal behavior by users while staying on the facilities and on the slopes. In any case, the user is recommended to observe the rules of good behavior and prudence.
- 11. It is forbidden for the user to travel on the slopes beyond the service hours. Violators will be held responsible for any consequences, both civilly and criminally, for such violation.
- 12. The general conditions of sale refer to the rates displayed to the public which must be considered as an integral part of this regulation.
- 13. The ski pass, a transport document, performs the function of a fiscal receipt (DM 30/06/1992 and subsequent amendments and additions) and constitutes the only suitable document to prove the conclusion of the contract between the lift company and the transported person, who, in case of failure to show at the request of the staff, is required to pay the amount due for the route traveled.

- 14. The customer must check when purchasing the ski pass that it matches what is requested; it is not possible to subsequently change or extend the duration of the card already used. For a card valid for 5 days or more, it is possible to purchase a one-day extension of the validity of the original card at a discounted price.
- 15. To obtain the delivery of the nominative ticket it is necessary to provide your identification data, as well as, where requested, a recent uncovered photograph that makes the identity of the person entitled to the nominative title easily recognizable. Of the issue of the ticket, the passenger must indicate the right to any reductions (Senior, Junior, Baby) by presenting a valid identity document. The transported person is obliged to check at the time of purchase that the security issued corresponds to the service requested by him. After the first use, travel tickets cannot in any case be replaced and / or refunded.
- 16. With the purchase of free ski passes for children born after 01/01/2015, the accompanying adult declares to know the rules established by art. 2048 of the Civil Code regarding the responsibility of minors. The transport of the child takes place under the protection and responsibility of the adult companion.
- 17. For the release of the device (keycard) in which the ticket is incorporated, the transported person is required to pay an additional sum to the contract price as a security deposit quantified in Euro 5.00 which will be refunded upon return of the device in the same conditions in which the person transported received it.
- 18. The device or any other type of support (ticket, ID card) must be shown at each request of the inspectors who must be able to verify its validity and regular belonging to the person being transported.
- 19. The use of the ticket or the device in a manner different from the terms of the contracts, the abuse, the alteration and any other behavior of the transported person aimed at taking an unfair advantage from the ticket or the device that incorporates it determines the resolution of the contract for breach of the transported person pursuant to art. 1456 C.C., without giving the right to refunds, while the company has the right to take action for compensation for any greater damage suffered, even if the travel document is issued in non-nominative form.
- 20. Travel tickets have the following validity:

• Anef Lombardia seasonal passes valid on the lifts of 30 winter sports resorts within the Lombardy Region (list on www anefskilombardia it)

• Seasonal and multi-day Alta Valtellina passes valid on the Livigno, Bormio, San Colombano, Santa Caterina Valfurva lifts

- Seasonal and multi-day Bormio Skipass valid on the lifts of Bormio, San Colombano, Santa Caterina Valfurva
- 4-hour and 1-day Santa Caterina Valfurva passes valid on the Santa Caterina Valfurva lifts
- 21. Points tickets are personal ticket. There are no refunds for unused remaining points.
- 22. The 4-hour ticket is valid on the day of issue and runs from the first validation at the lifts turnstile.
- 23. The skipasses, with the exception of the seasonal one, of the 10 non-consecutive days and of the points, are all on consecutive days.
- 24. The ski passes
 - free, gift and discounted rates are issued with Name and Surname
 - baby ski passes are issued with Name, Surname and photograph
 - skipasses from 6 days are issued with photos
 - seasonal and 10 non-consecutive days are issued with Name, Surname and photograph

The 10-day non-consecutive ski pass is nominative and personal, and can be used throughout the entire winter season.

As for the season ticket, it does not give the right to free admission for children born after 01/01/2014. Unused days are not refunded and the card expires at the end of the season.

- 25. For consecutive multi-day skipasses valid on horseback in periods with different rates, the rate for the period in which the greatest number of days falls or for the same number of days the highest rate is applied.
- 26. There is the possibility of partial reimbursement of the ski pass only in the event of a skiing accident proven by the First Aid certificate certifying the inability to carry out the skiing activity. The ski pass is refunded <u>only to the injured</u> <u>person</u>, the cards of any family members and companions are non-refundable. In all other cases, for example, by way of non-exhaustive illness, personal reasons, there is no type of reimbursement.

For season passes, the calculation is made per week starting from the date of purchase of the season pass, deducting 30% for the first week and subsequent deductions. No refunds are granted after 9 weeks of purchase.

For multi-day passes, the refund value is the difference between the price paid and the price of the card corresponding to the days used.

Refunds for accident cards must be requested by the end of the ski season.

27. In case of loss or if the transported person renders the device incorporating the nominative ticket unusable, the company is obliged, if the transported person provides the suitable data to uniquely identify the device owned or the device number, the ski pass number, the data identification of the holder, the day and time of issue, to cancel the device and to issue a new one in favor of the applicant, who at the same time will have to pay again the sum as a security deposit and an additional amount of € 30.00 by way of reimbursement of block costs and reissue of the card

28. Unused or partially used, deteriorated or withdrawn and canceled ski passes and value cards will not be replaced or refunded.

29. Special rates and tariff concessions

1. Baby Skipass (from 3 to 21 consecutive days): children born after 01/01/2015 are given a free, strictly personal, non-transferable ticket that cannot be replaced in case of loss, with a duration equal to that of the ticket paid at the same time by the parent companion.

Children born in 2016 and subsequent non-skiers and accompanied by a parent with a regular card can use the "S.Caterina-Vallape" cableway free of charge.

- 2. Junior born from 01/01/2007 to 31/12/2014 and Senior born from 1958 and previous years
- 3. People with disabilities who present a certificate certifying an incapacity of more than 50% are entitled to a 30% discount on the relative price list starting from the day pass. Blind skiers who must be accompanied are issued with a free pass together with one at the normal rate. In case of serious disability with evident need for accompaniment, a 30% discount will be applied on both cards.

The cards that allow you to obtain discounted rates are strictly personal; it follows that the purchase of the ticket must be made exclusively by the holder with an identity document and the face of the person using it may be stored.

4. Ski instructors with national or international card "C.C.T. (ex MOU)" or with a trademark card valid in the current year 30% discount on day and multiday passes.

The same condition will be reserved for Alpine Guides in possession of a valid license.

- 5. **Family plan** mandatory presentation of family status or equivalent document
 - a. **Consecutive day ski pass -** Excluding the period 24/12/2022 06/01/2023 Cannot be combined with baby free offer.
 - A. Alta Valtellina ski pass from 6 to 21 days: 2 parents + 2 junior children (born from 01/01/20067 to 31/12/2014) 5% discount on all 4 passes
- 6. **Groups** (multi-day passes) Excluding the period 24/12/2022 06/01/2023 minimum 20 people By presenting a list of names with indication of the dates of birth for juniors and seniors there is a 5% discount. Not combinable with other discounts and / or reductions (ex. family plan, baby free).