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GENERAL CONDITIONS OF SALE AND

USE OF SKILIFTS AND SKI SLOPES

WINTER SEASON 2023/2024

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 www.santacaterinaimpianti.it
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 01/01/2016, 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. The 4-hour ticket is valid on the day of issue and runs from the first validation at the lifts turnstile.
22. The skipasses, with the exception of the seasonal one, of the 10 non-consecutive days, are all on consecutive days.
23. 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 photographThe 10-day non-consecutive ski pass is nominative and personal, and can be used throughout the entire winter season.
Unused days are not refunded and the card expires at the end of the season.
24. 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.
25. Ski passes purchased through the webshop are valid only in the season of issue and for the validity period indicated in the purchase procedure. Online sales are regulated by the dynamic price variation system with a reduction on the list price differentiated by the advance purchase time. The particular rates of the online shop will never be applied to sales at the checkout even in the event of a malfunction of the site and the online shop. The ski pass purchased online is never refundable even in the event of partial use, cancellation of the holiday, illness or any cause of force majeure.
26. The two external platforms of Mypass and Telepass are active on our plants for automatic access to the gates of the plants. The company does not assume any responsibility towards the user of Mypass and Telepass regarding the quantification and charging of ski passes made by third parties, it being understood that any dispute must be resolved with the two service providers.
27. 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 **only to the injured person**, 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.

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 Unused or partially used, deteriorated or withdrawn and canceled ski passes and value cards will not be replaced or refunded.

30. **Special rates and tariff concessions**

1. Baby Skipass (from 3 to 21 consecutive days): children born after 01/01/2016 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 2018 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 01/01/2008 to 31/12/2015 and Senior born from 1959 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 ISIA/IVSI 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. Groups (multi-day passes) - Excluding the period 23/12/2023 - 07/01/2024 - By presenting a list of names indicating the dates of birth for seniors, juniors and babies accompanied by an identification document, they are entitled to discounted ski passes with increasing percentages in relation to the number of ski passes purchased. Send request to info@santacaterinaimpianti.it for a quote

CUSTOMER INFORMATION

articles 12 ss EU Regulation no. 679/2016

With this document S.C.I. SANTA CATERINA IMPIANTI S.P.A., as Data Controller, informs you of the use that will be made of your data, always based on the principles of correctness, lawfulness, transparency and protection of your privacy and your rights.

ORIGIN AND TYPE OF DATA. The data we process are those, provided by you, which allowed us to identify you in order to stipulate the contracts and those which were necessary for the execution, such as name, surname, date and place of birth, personal data of contact.

PURPOSE OF THE TREATMENT. Your personal data will be used to fulfill the contract and legal obligations. The data will also be used to send information, advertising, promotional and commercial material regarding services and/or products of the same nature. These activities will be carried out exclusively by our internal staff, duly trained on the importance of protecting personal data, using secure tools that are necessary from time to time. The access data to the systems detected will not be combined with the personal data of the interested party, except for purposes functional to the execution of the contract.

PROCESSING METHODS. The processing of your data will take place using paper and electronic tools, with logic related to the purposes for which they were collected. Photos may also be taken depicting your person in order to provide the subscription to the facilities.

While you are using the service, videos may also be taken at the gates of the facilities, in order to identify you and verify that the subscription itself is not being used fraudulently. The device received following the signing of the contract is part of an electronic access identification system which allows automatic verification of the holder's authorization to access the facilities, without allowing localization during the stay on the slopes.

LEGAL BASIS OF THE PROCESSING AND REVOCATION. S.C.I. SANTA CATERINA IMPIANTI S.P.A. is authorized to process your data to fulfill the contract stipulated with you. The provision of data is mandatory: without it, we will not be able to maintain and/or continue the contractual relationship. The sending of information, advertising, promotional and commercial material to customers regarding services and/or products similar to those purchased is directly based on the law (art. 130, paragraph 4 of the Privacy Code), but you can refuse such use at any time. moment.

PERIOD AND PLACE OF STORAGE OF DATA. Your personal data will be kept for 12 months from signing the contract. After this deadline, if the ski pass is not renewed for the following season, the data will be automatically deleted or the renewal will lead to the extension of the indicated deadline for another 12 months.

RECIPIENTS OF THE DATA. Your data collected for the execution of the contract will not be disclosed or sold. They may be communicated to subjects who:

- They operate as **Authorized** by the Data Controller for the purposes indicated above;
- They operate as **independent data controllers**, if this complies with a legal obligation (e.g. judicial authority)
- They operate as **external Data Processors**, i.e. contractually authorized subjects who operate in the name and on behalf of the Data Controller, committed to the correct and regular pursuit of the purposes described (e.g. tax consultant).

In any case, the communication of data outside the territory of the European Union is not foreseen.

DATA CONTROLLER. Depending on the type of subscription provided, the data controllers will respectively be:

S.C.I. SANTA CATERINA IMPIANTI S.P.A., in the person of the CEO in office, Bonseri Giuseppe, with registered office in S. Caterina Valfurva (SO) Via S. Caterina n. 39, C.F. and VAT number. 00077120145, Tel. 0342 925116 e-mail: info@santacaterinaimpianti.it

ASSOCIAZIONE IMPIANTI A FUNE ALTA VALTELLINA, in the person of the president in office, Mr. Bonseri Giuseppe, with registered office in Bormio (SO), Via Battaglion Morbegno n. 25, Fiscal Code. and VAT number 83004350142, Tel 0342/902770 e-mail: info@bormioskipass.eu

ANEF SKI LOMBARDIA, with registered office in Via Besana n. 10 – I, Milan (MI), VAT number IT11026640158, Tel. 0341.996101, e-mail: segreteria@anefskilombardia.it

RIGHTS OF INTERESTED PARTIES. The Data Controller recognizes and guarantees the rights referred to in the articles. 15 et seq GDPR Regulation and therefore rights of information and access, rectification, updating, integration, cancellation, opposition, limitation and portability. To exercise the above rights, including the refusal of a service and the revocation of consent, and to request any information, send an email to: info@santacaterinaimpanti.it

COMPLAINT TO THE GUARANTOR. Without prejudice to jurisdictional protection, the interested party who believes he has suffered a violation of his rights has the right to lodge a complaint with the Guarantor for the protection of personal data by accessing the following link <http://www.garanteprivacy.it/web/guest/home/docweb/-/docweb-display/docweb/4535524>

DPO CONTACT DETAILS

E-mail: privacy@santacaterinaimpanti.it