

A. General Terms & Conditions of Sale

of Gitschberg Jochtal AG,
Konsortiums 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 Gitschberg Jochtal 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. Gitschberg Jochtal 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. <https://www.gitschberg-jochtal.com/en/winter/skiing-resort/ski-pass-prices.html>
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 04.12.2021 (or later, if required by current measures for pandemic containment) and ends on 18.04.2022. All passes sold by Gitschberg Jochtal AG, by the Gitschberg Jochtal-Brixen consortium, and by the Dolomiti Superski consortium will be accepted at all operating lift facilities within their period and area of validity and, subject to applicable quota limitation regulations and, if required, to reservation, up until 01.05.2022 regardless of the end of the season.
6. In order to benefit from the special rates for Seniors (S), Juniors (J) and Children (B), as well as for the purchase of the Superski Family skipasses in accordance with the terms explained in the respective information leaflets, interested individuals must present themselves personally at the sales offices and provide valid ID's (not replaceable by self-certification or similar procedures) and - in specific cases - a proof of family status, attesting the possession of the requirements entitling to the provided discounts, in accordance with the indications contained in the price lists available at the sales offices or on the web site www.dolomitisuperski.com, www.gitschberg-jochtal.com and www.gitschbergjochtal-brixen.com. Free skipasses for children under 8 years of age (for 1-31 days) 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.
7. In case of purchase of skipasses for minors, the accompanying adult declares that he/she is aware of the civil liabilities related to the supervision of minors, also during their use of the lifts, and acknowledges the provisions laid down in the code of conduct provided for by Law no. 363/2003 (and subsequent amendments and additions), as well as all others - inclusive of those issued by local authorities at a provincial or regional level - in order to regulate the subject matter in question. The use of lift system and skiing facilities by minors will occur under the exclusive liability, control and supervision of the adult companion.
8. In instances where the ticket purchase is performed through the e-ticketing system (online purchase) and some of the information provided by the applicant should result incorrect - therefore requiring the issue of a new skipass - an amount of € 10.00 (ten) will be charged as administration fee for any pass issued in substitution. Vouchers relating to skipasses or points value cards purchased online, are exclusively valid in the winter season of issuance. 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).
9. 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. Strict compliance is required with the Facility User Guidelines as displayed at the departure points of all facilities.
10. 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 his/her identification by exhibition of a valid ID card.

11. Pass holders understand and accept that any improper or incorrect use of the skipass or of the points value card will lead to its immediate withdrawal, annulment or suspension of it. The control of the 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 under 8 years of age (i.e. born after 28/11/2012), 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, 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.

12. 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.

13. 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 € 10.00 (ten) for administration fees and office costs will be charged, which will not be refunded, even if the original document is subsequently found.

14. 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, the days at choice in the season skipasses as valid for 2 consecutive ski seasons and the points value cards) just if provided and carries the name or the photo of the holder. 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 8 (eight) days from the accident 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, Funivia Lagorai Spa and Panarotta Srl will not be considered for reimbursement.

15. The skipass and the points value card are indispensable and irreplaceable transport documents for the transportation of the card holder on the lifts, as described in art.1. Both tickets can never be replaced nor refunded, except the cases explicitly defined and regulated by conditions determined in art. 13 and 14.

16. The skipass or points value card is temporarily assigned to their holders under terms of loan for use. The holder is responsible for the ticket's proper use and conservation, which remains property of the issuing office.

17. The skipass and the points value card, being a transport document necessary to access the lifts, 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.

18. 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 point no. 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, energy blackouts, pestilences, epidemics and/or pandemics, instructions or indications issued by authorities and other causes of force majeure or unforeseeable circumstances. In all such cases, any form of reimbursement or indemnity is excluded. 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 of performance or use of 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.

19. 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 have also to take into proper account terrain conditions, visibility, snow and meteorological conditions, indications provided on sign-posts as well as operation time of lift system and skiing facilities. Skiers are, moreover, bound to observe all provincial and regional regulations in force as well as the rules of the code of conduct provided for by Law no. 363/2003 (and subsequent amendments) and those displayed in the skipass sales offices, at the lifts or available at the web site www.dolomitisuperski.com. In instances where accidents occur first aid assistance and transport may be liable for costs.

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

21. The classification of the slopes, as shown on the skiing maps, is to be taken as mere indication.

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

23. Dolomiti Superski all-season ski passes issued by 14/02/21, with exception of Superski Family and Superdays ski passes, 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, Folgarida-Lavarone) and within the ski areas operated by the companies Brentonico Ski Srl, Funivie Lagorai Spa and Panarotta Srl. For the winter season, 2020/2021 such 5 days validity will not be enabled on the My Dolomiti Card, but an internal day ticket will be issued; the 5 days may be used in the mentioned ski areas within the period 28/11/20 – 02/05/21 on operating facilities, subject to prior reservation of the ski day where necessary and within the quota limitation set by the applicable regulations. 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 all-season skipass within the Skirama Dolomiti AdamelloBrenta ski area, or within those areas managed by Brentonico Ski srl, Fuivie Lagorai SpA or Panarotta srl 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. Tickets bought in substitution of a lost Dolomiti Superski all-season skipass will not be refunded. Dolomiti Superski all-season skipasses issued after the 14/02/21 do not include the 5 days validity the Skirama Dolomiti AdamelloBrenta ski area, or within those areas managed by Brentonico Ski srl, Fuivie Lagorai SpA or Panarotta srl.

24. The price of the skipass and of the points value card as well as the amount of charged units 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 DOLOMITISUPERSKI.COM p. 2/2 of the authorities, by law or by other regulations.

25. By purchasing and/or using the skipass or the points value card, the ticket holder expressly acknowledges the content and entirely accepts the present general terms and conditions, available at central the points of sale and on the web site www.dolomitisuperski.com, www.gitschberg-jochtal.com and www.gitschbergjochtal-brixen.com.

26. 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.

27. 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.

28. 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 for the early closure of the lifts in the 2019-20 winter season, upon presentation of the required documentation at the central points of sale, as indicated in the official communication published on the website www.dolomitisuperski.com following rebalancing measures are applied:

- a) to holders of all-season skipasses (both Dolomiti Superski and Valley Consortia skipasses) purchased in the 2019-20 season: a 10% discount on the purchase price of all-season skipasses for the 2020-21 season will be provided, as well as the right of withdrawal as regulated in art. 29 of these general terms and conditions;
- b) to holders of the Superski Family skipasses and the days at choice in the season skipasses (both Dolomiti Superski and Valley Consortia skipasses) purchased in the 2019-20 season: upon purchase of the same skipass type for the 2020-21 season, the not used ski days of the previous season will be added to the purchased ski days. As an exception to the ordinary terms and conditions, the total number of available ski days will be valid for two consecutive winter seasons and therefore also in the 2021-22 winter season. 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 2020-21 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 2020-21 season, the not used Dolomiti Superski days of the previous season will be added to the usually purchasable Dolomiti Superski ski days.

These measures and the others communicated by Dolomiti Superski or by the individual Valley Consortia constitute 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. Taking advantage of these measures, therefore, the beneficiaries declare that they are 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 rebalancing measures cannot be combined with other promotions and/or discounted rates obtained during the winter season 2019-20 or planned for the 2020-21 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), holders of blocked and/or withdrawn ski tickets 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 companies that manage the lifts.

29. Extraordinary measures related to the health emergency caused by SARS-CoV-2 pandemic (Exception to the ordinary validity period of several skipasses and extraordinary right of withdrawal). Given the current emergency situation and for the 2020-21 winter season only, some rebalancing measures are applied generally:

- a) as an exception to the ordinary terms and conditions, the validity of Superski Family skipasses and the days at choice in the season skipasses (both Dolomiti Superski and Valley Consortia skipasses) purchased in the 2020-21 winter season will not be limited to the season of issue, but will also be extend to the entire winter season 2021-22;
- b) purchasers of specific types of skipasses, valid for the 2020-21 season, will be granted a right of withdrawal from the skipass contract in the event of closure of the lifts by order of the authorities due to the SARS-CoV-2 epidemic in progress, in the cases and with the effects regulated by the following paragraphs.

All-season skipasses

Holders of Dolomiti Superski all-season skipasses have the right to withdraw from the contract if authorities order the closure of all the Dolomiti Superski lifts or of all the lifts of a Valley Consortium (provided that they were previously open to recreational skiers), in the last case only if the user has the residence or the stable availability of an accommodation in one of the municipalities where a valley station of the relative closed facilities is located, for a period of at least 10 (ten) consecutive days, after the actual opening of the winter season for recreational skiers (which could be postponed in regard to the scheduled opening date as indicated in art. 5).

Holders of all-season skipasses from Valley Consortia (even when combined with 4 Dolomiti Superski days) have the right to withdraw from the contract if authorities order the closure of all the lifts of the relevant Valley Consortium, regardless of their place of residence or accommodation, for a period of at least 10 (ten) consecutive days, after the actual opening of the winter season for recreational skiers (which could be postponed in regard to the scheduled opening date as indicated in art. 5).

In the event of closure of the lifts, ordered by the authorities, the right of withdrawal is excluded for users who have used 40 or more skiing days and for holders of promotional all-season skipasses or of skipasses with special rates, not indicated in the official price list.

Daily skipasses with a specific validity date and multi-day skipasses.

Holders of Dolomiti Superski daily skipasses with a specific validity date or Dolomiti Superski multi-day skipasses, are entitled to withdraw from the contract if, during the period of validity of the skipass, the authorities order the closure of all Dolomiti Superski lifts or all lifts of a Valley Consortium, in the last case only if the user has the residence or the stable availability of an accommodation in one of the municipalities where a valley station of the relative closed facilities is located. Holders of Valley Consortia skipasses, either daily ski cards with a specific validity date or multi-day skipasses, have the right to withdraw from the contract if, during the period of validity of the skipass, all the facilities of the relevant Valley Consortium are closed by order of authorities, regardless of their place of residence or accommodation.

Furthermore, exclusively holders of daily skipasses with a specific validity date or multi-day skipasses, of both Dolomiti Superski and Valley Consortia, have the right to withdraw from the contract in the event of a positive PCR- or antigen test result for SARS-CoV-2 virus or a quarantine measure issued during the validity period of the skipass. In both cases the right of withdrawal is also extended to the family members of the interested skipass holder concerned. The right of withdrawal is excluded for holders of promotional skipasses or of skipasses with special rates, not indicated in the official price list.

Superski Family, days at choice in the season skipasses and points value cards.

As an exception to the ordinary terms and conditions, the validity of the points value cards purchased for the 2020-21 season will not be limited to the season for which they have been issued, but will also be extended to the entire winter 2021-22. Holders of Superski Family skipasses, days at choice in the season skipasses (both Dolomiti Superski and Valley Consortia skipasses) and points value cards purchased during the 2020-21 winter season, have no right of withdrawal, given the extension of the validity period to the entire winter 2021-22.

Exercise of the right of withdrawal and extent of reimbursement.

The right of withdrawal must be exercised by means of the online procedure on the website www.dolomitisuperski.com within the 30th day from the beginning of the closure of the lifts or from the positive test result or from the quarantine measure. Where necessary, the existence of all requirements for exercising the right of withdrawal must be proven.

If the right of withdrawal is exercised, the skipass will no longer be valid and users will be entitled to an amount calculated as specified below.

- a) Holders of all-season skipasses, both Dolomiti Superski and Valley Consortia, will be entitled to a reimbursement determined in accordance with the closing date of the lifts, ordered by the authorities, as described in the following scheme:
 - by 15/12/2020 (included): 85% of the purchase price;
 - by 31/12/2020 (included): 70% of the purchase price;
 - by 15/01/2021 (included): 55% of the purchase price;
 - by 31/01/2021 (included): 40% of the purchase price;
 - by 15/02/2021 (included): 30% of the purchase price;
 - by 28/02/2021 (included): 20% of the purchase price;
 - by 15/03/2021 (included): 10% of the purchase price;

by 31/03/2021 (included): 5% of the purchase price;
after 01/04/2021 (inclusive): no refund granted.

- b) Holders of all-season skipasses of Valley Consortia combined with 4 Dolomiti Superski days will be entitled to the above reimbursement calculated on the purchase price of the ordinary Valley Consortia all-season skipasses. The not used Dolomiti Superski days will be refunded at their purchase price, equal to € 35.00 for adults and € 26.25 for Junior for each not used ski day. The additional days added from the 2019-20 season are excluded from the refund.
- c) Holders of Dolomiti Superski or Valley Consortia daily skipasses with a specific validity date or multi-day skipasses will be entitled to an amount equal to the difference between the price of the purchased skipass and the price of a skipass with a validity until the closure of the lifts, or the positive test result or the quarantine measure. In any case of exercise of the right of withdrawal, if the skipass is still used after the first day of closure of the lifts of a Valley Consortium, the due amount will be determined from the day of the last use; if the skipass is used after the exercise of the right of withdrawal, from the due amount calculated on the day on which the notice of withdrawal is received, an amount equal to the price of a daily skipass, based on the regarding season period, will be deducted for each day of subsequent use.

For those who do not exercise the right of withdrawal, the skipass will continue to be usable for the entire period of validity. In such cases, any risk related to the closure's duration and to a failed reopening of the lifts is expressly assumed by the user, who will not be entitled to any rebalancing measure, according to the provisions of art. 18 and in exception of the provisions of art. 1463 and 1464 of the Italian civil code.

30. Precautionary measures in relation to the current epidemic. Dolomiti Superski and its member companies are committed to adopting all the most appropriate measures to help contain the contagion. Equally essential is the individual behaviour of users, who must scrupulously comply with the prescriptions and advices of the Authorities, whose knowledge Dolomiti Superski helps to spread also through its website. As a result, it is forbidden to use the lifts in case of noncompliance with regulations and prescriptions, in the presence of typical symptoms of SARS-CoV-2 epidemic or in case of lack of personal protective equipment, where mandatory. Any form of liability on the part of the facilities' operators in the event of infection is therefore excluded.

31. All open and marked ski slopes of Gitschberg Jochtal AC 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.

32. Gitschberg Jochtal 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.

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