

## GENERAL TERMS AND CONDITIONS - SUMMER 2023

1. These General Terms and Conditions represent the contractual terms governing the purchase and the use of the Cortina Vertical Pass and Cortina Bike Pass cards issued by the Consorzio Impianti a Funne di Cortina d'Ampezzo, San Vito di Cadore, Auronzo – Misurina, (hereafter referred as CEIF). Both cards entitle cardholders to use the lift system facilities of the companies participating in the Vertical Pass and Bike Pass initiative, except for the specifications and restrictions provided for by the articles 3, 4, and 5 and by this article. The list of the participating lift facilities is available on the website [www.skipasscortina.com](http://www.skipasscortina.com). In consideration of the uncertainties due to weather mutability, as well as of the rules and regulations affecting economic activities and the individual freedom of citizens (including freedom of movement), the decision as to the opening periods and opening hours of the lift facilities listed is made on a daily basis, autonomously, and to the discretion of individual lift operators. Consequently, only the functioning of the lift facilities indicated as operating in the list published on the [www.skipasscortina.com](http://www.skipasscortina.com) website is guaranteed and only for the periods specified therein. The list must be consulted before purchasing the tickets.

2. The CEIF, as the issuing body of the aforementioned transport tickets, acts pursuant to a representation mandate conferred by the autonomous companies operating the lift system facilities (the contractors) which are exclusively responsible for the management and operation of the respective lift facilities. Therefore, the companies operating the lift facilities partaking in the Cortina Vertical Pass and Cortina Bike Pass initiative together with the cardholders are to be considered as the sole contracting parties of the present transport agreement. The CEIF, acting on behalf of the companies taking part in the initiative, is not to be considered as part of such agreement and will not be subject to any form of liability.

3. Single-or multiple day tickets entitle the legitimate holders to use the lift facilities participating to the Cortina Vertical Pass and Cortina Bike Pass initiative, and in operation, in accordance to what specified in articles 1 and 5 , for the whole validity period of the purchased card, depending on the card type : for the Vertical Pass card either 1 day, 3, 5 or 7 , even non consecutive, days in the summer season , or the season ticket; for the Bike Pass card either 1 day or 3, even non consecutive days, in the summer season, or the season ticket. The validity period of the card cannot be modified in any form or manner after the card has been purchased. The card is strictly personal, bearing the days of validity or the season of validity in case of season tickets. The card can also bear an additional sign, consisting in the letters M/F /J and K indicating the cardholder as belonging to the category Male, Female, Junior (born after January 1st, 2007) and Kid (born after January 1st, 2015) respectively, the type of the card purchased as well as the name and surname of the legitimate card holder entitled to its use. The card can neither be transferred to third parties, even if no charge is involved, nor changed for another, nor modified in any manner. In order to benefit from the discounts

offered for Juniors (J) and Kids (K) on multiple day tickets, on purchasing the card, the actual presence of the child is required and applicants have to provide a valid identity card, which cannot be replaced by any self-certification, or similar procedures, and so substantiating the fulfilment of all the requirements necessary for claiming the benefits of the aforementioned discount offer in the instances and to the extent as described in the information sheet available at the sale offices, as well as on the website [www.skipasscortina.com](http://www.skipasscortina.com). The multi-day Kid card (for children born after January 1st, 2015,) except for the season ticket, is granted for free only in connection with the simultaneous purchase by an accompanying adult of a card of the same type and for the same period as that of the child to whom the gratuity is granted. For each purchased adult card only one free of charge multi-day Kid card will be issued, in the ratio of one child (K) for one paying adult attendant. The multi-day card entitles to the transport of the physical person only. For the transport of bikes, prams, luggage, animals, and any other items and accessories the terms and conditions are determined by the individual lift facility. It is the user's duty to ask for information at the ticket office of every lift system about the regulations. Lift facilities displaying the specific sticker ("sorry, no bike")\* do not allow the transport of bikes. Lift operators decline any responsibility or liability for any damages to items or clothing during transportation.

4. The ordinary summer season, during which the acceptance of valid Cortina Vertical Pass and Cortina Bike Pass cards is guaranteed at the lift system facilities in operation and participating in the CEIF initiative, starts on May 27<sup>th</sup>, 2023 and ends on October 22<sup>nd</sup>, 2023, save the possibility to postpone the opening date and/or anticipate the closing date due to cases of force majeure. The CEIF cards on sale will be accepted in the period of their validity, in compliance with possible limitations which may apply. Transport capacity of lift facilities and access to lift facilities will be regulated in accordance with the provisions set by the authorities. Users acknowledge that the rules and regulations concerning the access and/or use of lift facilities may be subject to modification during the summer season and they explicitly accept that the use of all or some type of lift facilities may be subject to the possession of a valid Covid-19 certification (negative test, vaccination, or recovery from Covid-19), or otherwise limited or conditioned, for example by limiting the number of accesses or of purchasable tickets, or by mandatory reservation, etc.. This is the reason why it might be necessary to collect personal information of each user when issuing CEIF cards, daily activate the cards upon verification of the validity of the COVID-19 certification, or adapt in another way the usual terms of use of the cards in order to comply with the legal requirements. The purchasable cards as well as their issuing process and use may be subject to changes according to the regulation in force. Potential limitations regarding the use of lift facilities, depending on additional rules that impose more restrictions (such as limitation of accesses, mandatory reservation, valid COVID-19 certification, etc.), do not imply either the right of withdrawal or the right to a refund, partial or full, and users will take full responsibility in that matter. Such as for example, failure in activating the card where provided for by the regulations in force, failure in possessing a valid COVID-19 certification, failure in making a reservation, or exceeding the quota limit do not entitle users to any form of reduction,

reimbursement, or withdrawal. The list referred to in Article 1 highlights the opening period and operating hours for each participating lift facility, which have to be considered merely indicative. To find out the actual opening hours users have to consult the list published on the [skipasscortina.com](http://skipasscortina.com) website, exclusively.

5. According to Article 1, the seamless functioning of the lift facilities partaking in the initiative during the summer period is not guaranteed as their functioning is conditioned by factors beyond the facilities' owners' control, such as, for example, weather and safety conditions, out of order machineries, availability of energy sources, pestilences, epidemics and/or pandemics, any resolution made and/or implemented by the local authorities, and other causes of force majeure or unforeseeable circumstances.

Save the other ordinary remedies and actions in case of breach of contract, in all mentioned hypotheses, any form of reimbursement or indemnity is excluded. In addition, as an exception to the provisions of articles 1463 and 1464 of the Italian civil code, any measure of economic or contractual rebalancing is expressly excluded if the occurred impossibility of performance or use of the lifts derives from a cause not attributable (as in the cases exemplified above) to CEIF or to the participating facilities' companies.

6. The subject matter of the contract regards only the transport of persons from the bottom station to the top station of each lift facility and/or vice versa. Any additional activity (e.g. trekking, mountain biking, also in "bike parks" or similar facilities) is not covered by the contract and is performed exclusively at own risk. Trails and routes are not property of the lift facilities' owners who, consequently, do not manage and/or look after them in any manner. CEIF does not own any "Bike Parks" or similar facilities and therefore is not responsible for their care, control, and maintenance which is the exclusive responsibility of the bike parks' owners and managers. In any case, users are required to strictly observe and respect The Facility User Guidelines, displayed at the access station of every lift system facility.

7. Lift operators decline any responsibility or liability for damages arising from improper use of the lift facilities as well as for the consequences deriving from cardholders' illicit behaviour while using the lifts. In case of minors using the lift facilities, the accompanying adults, holders of the Cortina Vertical Pass and Cortina Bike Pass, acknowledge their responsibilities and express acceptance of their liabilities, in relation to supervising duties of minors also when using the lift facilities, as provided for by the Italian Civil Code. In addition, users declare to be aware of and agree to comply with all the national, regional, and provincial regulations and norms, governing the use of lift facilities. The use of lift facilities by minors occurs under exclusive responsibility, control, and supervision of the accompanying adult or, more generally of the parents or legal representatives of the minor, and without liability of the operators of each individual lift facility.

8. The lift ticket must be produced whenever requested by the lift facilities' staff or by inspecting officers and users must allow the officers to check their personal identity by showing a valid identity document. Where the rules require the possession of a valid COVID-19 certificate or any additional documentation necessary to access the lift facilities, users must show the required documents to the personnel assigned to the controls.

9. Any improper or incorrect use of the abovementioned passes will lead to the immediate withdrawal, cancellation or suspension of the pass itself. Both multi-day cards and points value cards may be withdrawn, cancelled, or suspended by authorized staff or control personnel in case of any violation of provisions set by national, regional, or provincial laws. In case of improper use of the multi-day cards issued free of charge to children (K) aged less than 8 years, both the card issued free of charge as well as the adult card paired when purchasing the pass will be blocked and/or withdrawn. Every improper use will be prosecuted according to the law and through any legal action or proceeding deemed necessary or proper for ascertaining the infringer's criminal (e.g. for fraud – art. 640 of the Italian penal code) and/or civil liability. In order to prevent misuses of multi-day cards, a video surveillance system (“Gate Control Camera”) is installed at some lift facilities. Cardholders are made aware of the use of a surveillance camera by appropriate signs. The privacy notice pursuant to the (EU) Regulation 2016/679 is available for consultation at the same lift facilities.

11. Multi-day cards and/or points value cards will not be subject to any form of replacement or refund; similarly, no replacement or reimbursement will be recognized either, for example, in case of unused passes or only partially used passes, lost, withdrawn, blocked, cancelled, suspended, or deliberately damaged, except those cases which are explicitly provided for and ruled by article 13.

11. Vouchers for multi-day and/or points value cards purchased online are exclusively valid during the summer season of issuance. The purchase of multi-day and/or points value cards is not subject to the right of withdrawal provided for by the Consumer Protection Law (art. 47 and 59 Legislative Decree 206/2005).

12. Only in case of hiking or biking accidents occurred on identified mountain bike tracks, by corresponding usage of the season pass valid for the ongoing season, holders may receive a partial reimbursement of the price exclusively for their Dolomiti Supersummer season pass and Valley season pass and as long as the holders are not covered by their personal insurance. Partial reimbursement will be limited to the days following the day of reimbursement request and upon restitution of the season pass. Applications for reimbursement are to be filed at the central sales offices within 15 days from the accident or, in case of hospitalization, from discharge, together with the following documents:

- the Dolomiti SuperSummer pass or the Valley pass
- a copy of the medical certificate (issued by a doctor practicing - on a regular basis - in the area, by a public local facility, or by the hospital to which the patient was taken to), attesting that the hiking or mountain bike accident will prevent the patient from continuing any further

practice of sports activities. Individuals accompanying the injured holder are not entitled to apply for reimbursement. The reimbursement of the Dolomiti SuperSummer pass or the Valley season pass will be determined by dividing the purchase price by 20 (being such figure based on the assumption that – according to ordinary habits - the card holders will be using the season ticket for 20 days), and by multiplying the average daily price obtained by the number of not used days, until reaching the maximum of the 20 days. Thus, season tickets already used for at least 20 days will not be reimbursed. The number of days eligible for reimbursement is in any case limited to the days spendable before the season's end, as defined by article 5.

13. CEIF cards are issued to users under terms of loan for use. Cardholders are therefore responsible for their own card's proper conservation and the latter remains property of the issuing company.

14. Cortina Vertical Pass and Cortina Bike Pass, transport documents necessary to access the lift facilities participating in the initiative and irreplaceable for the transport of the card holder as described in Art. 1, fulfill the function of a tax receipt and must therefore be kept for the entire duration of the transport.

15. Card prices may be subject to variations in the case of exceptional interventions by fiscal, monetary, economic or social authorities as well as in case of limitations of the transport capacity by order of the Authorities, or in case of other limitations on the lift facilities use.

16. The personal data provided by cardholders when purchasing tickets or when accessing and using the lift facilities, also by exhibition of valid identification documents, are exclusively processed to verify personal identity, to ascertain the existence of the conditions for the provided discounts and, if necessary, to control the validity of the COVID-19 certificate or any other document that might be necessary to use the lift facilities. The privacy notice complies with the (EU) Regulation 2016/679 on personal data usage.

17. By purchasing and/or by using the CEIF cards, users declare to acknowledge and to completely accept the present General Terms and Conditions, which are available on the skipasscortina.com website.

18. In case of inconsistency between the various language versions of the General Terms and Conditions, the Italian version is to be considered as the only binding one.

19. All disputes, potentially arising on the validity and the execution of the transportation agreement and of the present General Terms and Conditions, will be subject to the Italian Law and to the exclusive jurisdiction of the Judges of the Court of Belluno.

20. Precautionary measures in relation to the current SARS-CoV-2 pandemic: CEIF and its partner companies are committed to adopt all the most appropriate measures to help

contain the infection. Equally essential is the behaviour of individual users, who must scrupulously comply with the regulations and recommendations provided for by the Authorities. As a result, it is forbidden to use the lifts in case of non-compliance with the regulations and prescriptions, in the presence of SARS-CoV-2 typical symptoms, or in case of lack of personal protective equipment where mandatory. In the event of infection, any form of liability on the part of the facilities' operators is therefore excluded. Subject to variation. Possible variations will be promptly published on the skipasscortina.com website, labeled as a new version and will come into validity from the moment of the publication for future purchases.

\*SORRY NO BIKE

