

### **TICKET REGULATION - WINTER 2018/2019**

The purchase and subsequent possession of the ticket implies knowledge and acceptance of these Ticket Regulation exposed at the box office and published on the website www.skipasslivigno.com.

1. The day of season start and season end are fixed by the Association on the basis of climatic conditions, the state of the slopes, the snow condition and the technical requirements of the lifts.

Any type of skipass will become invalid at the end of the winter season during which it was issued.

- 2. The operating hours of the lifts are established by the Company and disclosed to the public through advertisements placed at the starting stations of the lifts. The schedule may change even in the course of the day, for technical, service, security or force majeure, without this constitute grounds for any compensation to the holder of the ticket.
- 3. All tickets issued are valid in the open days and at the times determined in accordance with paragraph 2 above) and are subject to the "Disposizioni per i viaggiatori" established by each Company.

The seasonal tickets Alta Valtellina and Livigno are valid from opening day of the ski season until the day of closing determined by the Association. The Lombardy Ski Pass seasonal tickets are valid from 1 December to 28 April of the following year.

- 4. The Ticket Regulation refers to the rates displayed to the public that should be considered as an integral part of this Regulation.
- 5. The skipass is the only document which establishes the conclusion of the contract between the company and transported, which, in case of failure to produce the skipass at the request of staff, is required to pay the fee due to the route traveled.

The purchase of the ticket gives only entitled to use the facilities corresponding to segments specified, on the day or days of validity laid down and in accordance with the influx of travelers at the starting stations of the lifts.

The customer must verify at the time of purchase that the ticket corresponds to their request. It is not possible to change or extend the life of the cards already in use. For some skipass, starting from 6 days, you can buy the extension of a day of validity at a reduced price.

6. To get some kind of skipass (seniors, juniors, children, reduced rates, etc..) You need to provide identification data on production of a valid travel documents (not replaceable by selfcertification), and, where required, to allow the photo shooting of open face that makes it recognizable identity of the person entitled At the time of purchase and prior to the issuance of the skipass, the transported must report entitled to any reductions by presenting the documents proving unequivocally the existence requirements to eniov the It 'also required the presence of the beneficiary of ticket at reduced price at the time of purchase. The above documents may be requested by the lift staff or by inspectors of the Association.

7.After the first use, the skipass cannot be replaced and / or refunded. There os the possibility of partial refund of the ticket only in case of skiing accident demonstrated by a First Aid certificate stating the impossibility to ski. The skipass is refunded, with effect from the day following the day of delivery, according to a table drawn up by the Association. The calculation for the season passes is performed by deducting a week for the first week the 30% and subsequent so on.

The skipasses of accompanying persons and / or family members of the injured are not refundable.

In all other cases, including personal reasons and/or diseases, are not granted any kind of



refund.

8.For the release of the keycard in which is embedded the title of transportation (skipass), transported, is required to pay an additional amount for deposit, quantified as Euro 5.00 which will be refunded after return of the keycard at the offices of the Association or any box office at lifts before the end of the winter season in which the order was issued and under the same conditions of integrity and operation in which the transported has received it.

After this deadline, the keycard becomes property of the customer and may be used for future seasons, and without prejudice to any possible technological adjustments to the ticketing system or requirements necessary for renewal that could make it unuseable.

9. The keycard or any other type of media (card, ID card) must be presented as required by the inspection staff (whether they are members of the State Police, Carabinieri, employees of the Company, employees of the Association Ski Pass or lifts managers) which must be able to verify the validity and the regular membership to the person using it.

During ticket control may be required the same documents produced on the issue of any skipass at a reduced rate, possessing the necessary requirements.

- 10. The skipass is a personal document: the loan, the temporary transfer of the card or any type of improper use or misuse of the card itself, should, as the first allegation, temporary blockage that may be revoked upon payment of a penalty in relation to the seriousness of the violation from € 50,00 to € 400,00; in case of repeated violation the skipass will be blocked and Association will claim for damages and possible protection in criminal proceedings, pursuant to the regulations in force matter and the DPR 11/07/1980, no. 753, as applicable.
- 11. Points tickets can be used by more people and points unused are refundable.
- 12. Skipasses, with the exception of seasonal, 10 days non-consecutive and point tickets, are intended as consecutive days.
- 13.Multi-day passes up to 14 consecutive days with validity periods covering two seasons with different rates are charged according the rates for the period in which falls the greatest number of days o, in case of the same number of days, the higher season rate. Multi-day passes from 15 consecutive days with validity periods covering two or more seasons with different rates are charged with a price calculated by applying the daily average values for each period
- 14. In case of loss or if the transported renders useless the lift pass, the Association was held, if the customer provides data suitable to uniquely identify the skipass (number of the keycard, number of the ticket, full name of the owner, day and time of the issue) to cancel the old ticket and issue a new one who will have to pay back the same amount of  $\in$  5.00 per security deposit and additional amount of  $\in$  20,00 for the service cost.
- 15.Rates are normally applied throughout the season. The Association reserves the right to adjust the rates and rules during the season if the changes occur to the tax burden, or other factors of importance.

#### 16. Special rates and discounts:

The documents that allow you to get discounted rates are strictly personal, it follows that the purchase of the ticket must be carried out exclusively by the owner with proof of identity.

16.1. Skipass Baby (from 3 days and seasonal): Children born after 01/01/2011 receive a free skipass personal and strictly non-transferable, for the same duration as the skipass paid at full price by an accompanying adult.

For children born in 2011 and later pay the JUNIOR rate for half day, one or two day tickets as there is no fee for this type baby.

For unaccompanied children or who cannot take advantage of free ski pass for combination



with an adult skipass, will apply junior rates.

The offer is not combinable with the group discount, the family package, senior rate or other reductions.

- 16.2. Children born after 01/01/2003 and Senior born in 1954 and before
- 16.3. <u>Disabled</u> who have a certificate of disability greater than 50% are entitled to the "Junior" rate
- 16.4. <u>Family Package</u> (excluding the Christmas period from 29.12.18 to 06.01.2019): A family composed of 2 adults (mother and father) and 2 or more children (born between 2003 and 2010 included), receives a discount of 10% on skipasses for a minimum of 6 day skipasses on presentation of documents proving family status. The offer can not be combined with other discounts.
- 16.5. <u>Organized groups</u> (excluding the Christmas period from 29.12.18 to 06.01.2019): presenting list of names, including the date of birth for juniors and seniors (any "Baby" can receive the free skipass only if the accompanying person will pay the normal rate and not the group rate), will be entitled:
- From a minimum of 20 and up to 50 people: 5% discount on the total of the cards purchased
- More than 50 paying persons: 5% discount on the total of the cards purchased and a free skipass for the same duration as those purchased by the group.

The withdrawal of the tickets and the total payment of the amount must be paid exclusively by the group leader, meaning that expressly excludes any partial withdrawal from the individual components.

- 17. The company reserve the right to decide the opening and closing of lifts and slopes at its sole discretion without this affect the price of the ticket. Is not assured the opening of all the lifts and of all ski slopes. The lifts and runs are open to the public as to the exercise program prepared by the Association. In case of force majeure (electromechanical failures, adverse weather conditions, etc.), or to hold events, contests or competitions workouts, one or more lifts, as well as tracks, will be closed to the public without this constitute grounds for any compensation to the owner of the ticket.
- 18.According to the law of 24 December 2003. 363 article 8, the ski slopes users under the age of 14 are required to wear suitable protective helmet.
- 19. For the use of the ski runs by skiers, please refer to the Regional Law No 8 October 2002. 26, at the Regional Regulation 22 of 6 December 2003 and to the Contract for the use of ski areas in the Region of Lombardy, which are displayed at the ticket offices, bearing in mind that in any case the skier skis at his own risk and must adjust the pace to his capabilities, the conditions of the terrain, visibility, the snow and the signage.



### 20. INFORMATION ON THE PROCESSING OF PERSONAL DATA.

# CUSTOMER INFORMATION Articles. 12 ss EU Regulation n. 679/2016

With this document the **SKIPASS LIVIGNO ASSOCIATION**, 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 that were necessary for the execution, such as *name*, *surname*, *date and place of birth*, *personal data contact*, *photos* 

<u>Purpose of the treatment.</u> 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 about 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 the protection of personal data, using secure tools that become necessary from time to time. The access data to the lifts detected will not be matched to the personal data of the interested party, except for functional purposes for the execution of the contract.

METHOD OF TREATMENT. The processing of your data will be done using paper and electronic means, with logics related to the purposes for which they were collected. Moreover, photos can be taken depicting your person in order to deliver the cableways pass. While you will benefit of the transport service videos of you may also be made to identify you and avoid fraudulent use the same subscription. The device received (keycard) following the signing of the contract is part of an electronic access identification system that allows automatic verification of the authorization to access the systems by the holder, without allowing the location during the stay on the slopes.

<u>LEGAL BASIS OF THE PROCESSING AND REVOCATION</u> The SKIPASS LIVIGNO ASSOCIATION is authorized to process your data to fulfill the contract with you. The provision of data is mandatory: in the absence, we could not be able to entertain and / or continue the contractual relationship. The sending of informative, advertising, promotional and commercial material to customers regarding services and / or products similar to those purchased is based directly on the law (Article 130, paragraph 4 of the Privacy Code), but you can refuse such use in any moment.

## PERIOD AND PLACE OF DATA RETENTION.

Your personal data will be stored for 12 months from the signing of the contract. After this deadline, if the skipass is not renewed for the following season, the data will be automatically canceled or the renewal will result in the extension of the indicated deadline of another 12 months.

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

- They operate as **Authorized** by the Owner to the processing for the purposes indicated above;
- They act as independent Data Controller, if this meets a legal obligation (eg Judicial Authority)
- They act as **external managers** of the processing, ie contractually authorized parties operating in the name and on behalf of the owner, engaged in the correct and regular pursuit of the purposes described (eg, accountant).

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

<u>DATA CONTROLLER.</u> The data controller is the Livigno Skipass Association, in the person of the president of the board of directors and legal representative Zini Giorgio, with registered office in Livigno (SO) via Rasia 999, fiscal id 92000080140, which can be contacted at the following addresses:

e-mail: info@skipasslivigno.com

Tel. 0342 970613

RIGHTS OF THE INTERESTED PARTIES. The Data Controller acknowledges and guarantees the rights referred to in Articles 15 and ss Regulation GDPR 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 for the request for any information, send an email to: <a href="mailto:info@skipasslivigno.com">info@skipasslivigno.com</a>



<u>COMPLAINT TO THE GUARANTOR.</u> Without prejudice to the judicial protection, the person who believes that he has suffered a violation of his rights is entitled to lodge a complaint with the Guarantor for the protection of personal data by accessing the following link <a href="http://www.garanteprivacy.it/web/guest/">http://www.garanteprivacy.it/web/guest/</a> home / docweb / - / docweb-display / docweb / 4535524

IWe remind you to pay special attention to the fact that by signing the receipt or the form at the cash you will pay in fact consent to the processing of personal data or personal data of the child for which has parental responsibility, for the purposes indicated in this information.

The provision of data is mandatory if no, cannot be provided requested services.