SÜDTIROL SKIARENA

Self-Declaration for Access to the Südtirol Skiarena
(Substitute declaration pursuant to Articles 46 and 47 of Presidential Decree No. 445/2000)

info@suedtirolskiarena.com
www.suedtirolskiarena.com

1. DECLARANT'S DETAILS

Surname and first name: _____

Date and place of birth: _____

Residential address: _____

E-Mail and phone number: _____

2. DECLARATION

I declare under my own responsibility:

2.1. I declare that I have been verbally authorized by the persons listed below to purchase the Südtirol Skipass on their behalf, to provide the personal data required for the conclusion of the contract, and to accept the General Terms and Conditions (GTC) of the Südtirol Skipass on their behalf.

2.2. In the case of minor children, I declare that I exercise parental responsibility either alone or jointly with the other parent, or that I live together with a parent in a life partnership comparable to marriage.

2.3. I am aware of the criminal consequences of false declarations (Article 76 of Presidential Decree No. 445/2000), as well as the forfeiture of the benefits obtained on the basis of an untrue declaration (Article 75 of Presidential Decree No. 445/2000). I acknowledge that the General Terms and Conditions of the SSV form an integral part of this declaration and that, in the event of an untrue statement, in particular the contractual penalties pursuant to Articles 5.2, 5.3 and 5.4 of the General Terms and Conditions shall apply.

3. LIST OF FAMILY MEMBERS

Name	Date of Birth	Relationship to the Declaring Person

4. DATA PROTECTION (GDPR)

I declare that I have been informed that the data collected will be processed exclusively for the purpose of verifying the ticket and will not be disclosed to third parties. I acknowledge that I have been provided with the privacy policy relating to the purchase and use of the Südtirol Skipass, which is also available at www.suedtirolskiarena.com.

Place and date: _____

Signature: _____

General Terms and Conditions for Südtirol Skipass 2027

1. Contracting Parties

1.1. These General Terms and Conditions (hereinafter the "**GTC**") govern the contractual relationship established by the purchase of the Südtirol Skipass between the customer and the Consortium Company Südtiroler Seilbahnverbund m.b.H. (hereinafter the "**SSV**"), as well as the lift operating companies participating in the SSV (hereinafter the "**Operators**"). Contractual relationships with companies or organisations (B2B) are not the subject of these GTC and require separate contractual arrangements. **1.2.** The following Operators are members of the SSV: Gletscherbahnen Schnalstal S.p.A., Seilbahnen Sulden GmbH, Meran 2000 Seilbahnen S.p.A., Bergbahnen Pfelders GmbH, Vigiljoch GmbH, Ultner Ski- und Sessellift GmbH, Rittner Horn Bergbahnen AG, Reinswalder Bergbahnen AG, Neue Rosskopf GmbH, Bergbahnen Ladurns GmbH, Touristik & Freizeit GmbH, Schöneben S.p.A., Val Müstair Sportanlagen AG, Nauderer Bergbahnen AG, Ratschings-Jaufen GmbH and Konsortium Skiworld Ahrntal. **1.3.** The Südtirol Skipass (hereinafter the "Skipass") is a product of the SSV, which operates under the trademark "Südtirol Skiarena". The SSV organises the marketing, distribution and central administration of the Skipass in the name and in the interest of the Operators participating in the SSV. The Skipass is a ticket for the carriage of passengers, entitling the holder to use the lift facilities operated by the Operators within the respective area of validity. The operation of the lift facilities and the services connected therewith are carried out by the respective Operators under their own responsibility.

2. Subject Matter of the Contract

2.1. The Skipass entitles the holder to use the lift facilities operated by the Operators within the applicable operating hours. The transport service enables the customer to practise winter sports in the respective ski area. Additional services such as parking facilities, ski rental, ski depots or ski schools are not included within the scope of the services covered by the Skipass. **2.2.** Irrespective of the date of purchase, the annual pass shall always be valid from 1 November until 31 October of the following year. Its use is divided into a winter season and a summer season. During the winter season, the pass shall be valid as a time-based pass and entitles the holder to daily use of the lift facilities that are open during operating hours. During the summer season, each open lift facility may be used once per day for one uphill journey and one downhill journey. The specific opening hours, as well as the division into the winter and summer seasons, may vary depending on the ski area or lift facility. The current information published on www.suedtirolskiarena.comshall be authoritative and binding. **2.3.** The Skipass is personal, non-transferable and may neither be passed on nor resold. The Skipass shall remain the property of the SSV and is provided to the customer exclusively for use. **2.4.** The use of the Skipass requires a data carrier (Keycard), which is provided to the customer against payment of a deposit of EUR 5.00. The Keycard shall remain the property of the SSV. The customer is obliged to keep the Keycard with due care and to notify the SSV immediately in the event of loss of the Skipass. In the event of loss, forgetting or damage, a replacement card may be issued upon payment of a deposit of EUR 10.00. In such case, the original card shall be blocked. **2.5** The customer expressly acknowledges and accepts that the subject matter of this contract is not the guarantee of access to a predetermined number of lift facilities, but rather the right to use the lift facilities that are actually open and in operation within the ski area, subject to the respective daily operating conditions. The customer therefore acknowledges and accepts that the service is, by its nature, variable and that there is no entitlement to the complete or uninterrupted opening of all lift facilities or ski slopes. Operational restrictions, including significant restrictions, or changes to the scope of the service, such as partial opening of ski areas, limited transport capacities or increased waiting times, constitute a typical characteristic of the service and may, in particular, result from: *(i)* weather conditions, *(ii)* lack of snow, *(iii)* technical circumstances, *(iv)* safety reasons, *(v)* maintenance or repair works, (vi) orders issued by public authorities, *(vii)* force majeure, *(viii)* extraordinary cost increases (in particular in the field of energy supply), or (ix) other objectively justified circumstances. The customer accepts such possible restrictions as forming part of the operational risk typically associated with this type of contract. Accordingly, such circumstances shall not constitute a breach of contract by the Operators and shall not give rise to any right to reimbursement, damages or any other compensation, except for the case of a serious and prolonged interruption of operations expressly and exhaustively regulated in Article 7.3.

3. Prices, Purchase and Payment Terms

3.1. Skipasses may be purchased through the official sales channels of the SSV, including the online shop, authorised points of sale, and the ticket offices of the participating Operators. **3.2.** Only the prices published at the time of purchase shall apply. The current price lists, ticket categories and any restrictions on use may be consulted on the official website of the SSV and at the points of sale. **3.3.** The SSV reserves the right to amend prices, ticket categories, tariff structures and conditions of use for future seasons at any time. Skipasses already purchased shall be governed exclusively by the conditions and prices valid at the time the purchase contract was concluded. **3.4.** Payment for the Skipass shall be made using the payment methods accepted from time to time, as indicated in the online shop or at the points of sale. The SSV reserves the right to restrict or exclude individual payment methods at any time. **3.5.** The purchase contract shall only be deemed concluded upon receipt of full payment. The SSV shall be entitled to reject or cancel orders or transactions where there are reasonable grounds to suspect misuse, fraud or unauthorised use.

4. Safety and Rules of Conduct

4.1. The use of the lift facilities and ski slopes shall be at the customer's own risk and responsibility. Use outside the operating hours is prohibited. Services such as slope rescue, recovery or first medical assistance may be subject to a charge and are not included within the scope of the services covered by the Skipass. **4.2.** The customer shall comply with all applicable laws, orders issued by public authorities, as well as all safety and rules of conduct relating to the use of lift facilities and ski slopes. This applies in particular to the FIS Rules and the instructions of the personnel. In particular, the customer undertakes to: a) adapt the choice of slope, speed and manner of skiing to his or her own technical abilities, physical condition, as well as to the slope, snow, weather and visibility conditions and the volume of traffic; b) maintain a speed that allows timely stopping, particularly in areas with limited visibility, at intersections, near obstacles or where beginners are present; c) comply with the applicable right-of-way and overtaking rules; d) refrain from stopping at narrow passages, behind crests or in places with limited visibility; e) inspect facilities and installations, in particular snow parks, at his or her own responsibility before use, acknowledging that conditions may change during the course of the day. **4.3.** The customer acknowledges that: a) pursuant to Article 30 of Legislative Decree No. 40/2021, the practice of alpine skiing requires valid third-party liability insurance covering damage or injury caused to third parties; b) pursuant to Article 33(2)(l) of Legislative Decree No. 40/2021, any breach of the statutory insurance obligation may be sanctioned by the competent authorities with an administrative fine and the withdrawal of the Skipass. For this purpose, the SSV makes available at its points of sale and in its online shop an offer for an appropriate insurance policy provided by an external partner. The insurance contract shall be concluded exclusively between the customer and the insurance company. The SSV assumes no liability whatsoever for the content, conclusion or performance of such insurance contract.

5. Misuse Monitoring and Suspension

5.1. The customer shall be obliged to present the Skipass during inspections and to provide proof of identity upon request. In order to prevent misuse of the Skipass, the SSV shall furthermore be entitled to take images at the time of purchase of the Skipass as well as when accessing the lift facilities and to compare such images with one another. In the event of misuse, the technical identification of the Skipass shall be communicated to the other Operators participating in the SSV. **5.2.** Any misuse of the Skipass, in particular its transfer to third parties or its use by unauthorised persons, shall entitle the SSV to immediately block and confiscate the Skipass without any entitlement to reimbursement. The purchase of a new Skipass shall only be possible after full payment of the contractual penalty due pursuant to Article 5.3. **5.3.** In addition to the measures provided for in Article 5.2, the SSV shall be entitled to claim the following contractual penalties: Multi-day passes: EUR 300.00, Season passes: EUR 500.00. The SSV shall be entitled to reduce the contractual penalty, taking into account the seriousness of the breach and the circumstances of the individual case. The right to claim any further damages and to file a criminal complaint shall remain reserved. **5.4.** Where reduced fares or special conditions are granted on the basis of incorrect, incomplete or misleading information or declarations provided by the customer, this shall constitute misuse of the Skipass with the legal consequences provided for in Articles 5.2 and 5.3. In such case, the SSV shall furthermore be entitled to charge the difference between the reduced fare paid and the applicable regular tariff.

6. Liability

6.1. The operation of the lift facilities and the services connected therewith are carried out by the respective Operators under their own responsibility. Any claims relating to the operation, use or safety of the lift facilities and ski slopes shall be asserted directly against the respective Operator. To the extent permitted by applicable law, the SSV shall not be liable, in particular, for any damage or impairment resulting from the operation of the lift facilities or ski slopes. **6.2.** Each Operator shall fulfil its duties relating to safety and the maintenance of safe conditions in accordance with the applicable statutory provisions. The Operator shall not be liable for damage caused by: a) careless or negligent conduct of the skier or third parties, or conduct in breach of the applicable rules of conduct; b) the use of freeride, off-piste or areas closed to the public; c) events attributable to chance or force majeure, including, by way of example and without limitation, unforeseeable and sudden weather events, unforeseeable avalanches or the conduct of third parties, insofar as such events interrupt the causal link; d) risks typically associated with and inherent in the practice of skiing, which the skier assumes upon purchasing the Skipass, provided that the event is attributable to irregularities of the terrain or to obstacles that could have been avoided by a skier exercising the degree of care and skill reasonably expected from an average skier. **6.3.** The SSV and the Operators shall be liable only in cases of wilful misconduct or gross negligence. To the extent permitted by applicable law, liability for ordinary negligence, as well as for technical malfunctions or system failures, is excluded.

7. Right of Withdrawal and Refunds

7.1. Pursuant to Article 59(1)(n) of the Italian Consumer Code (Codice del Consumo), no right of withdrawal applies to the purchase of the Skipass, as it constitutes a leisure service to be provided within a specific period. Once the purchase has been concluded, exchanges, modifications or any other changes to the Skipass are generally excluded. Any unused services or days shall lapse without compensation and may neither be refunded nor carried over to subsequent periods. **7.2.** Withdrawal from the purchase of the seasonal Skipass is also excluded in the case of a skiing accident, illness, lack of snow, adverse weather conditions, early departure or any other circumstance that renders the use of the Skipass wholly or partially impossible or impaired. The SSV expressly informs the customer that, upon purchasing the seasonal Skipass, the customer may purchase, against separate payment, an optional insurance policy offered by an insurance partner of the SSV, which provides insurance coverage for the risk of withdrawal in accordance with the terms and conditions of the relevant policy. **7.3.** The customer is entitled to a pro rata refund if more than half of the ski areas participating in the SSV are out of operation for reasons attributable to the SSV for an uninterrupted period exceeding 7 (seven) consecutive days, thereby substantially restricting the use of the Skipass. The first 7 (seven) days of such operational restriction shall be deemed to constitute an operational risk inherent in the contract accepted by the customer and shall not give rise to any entitlement to a refund. **7.3.1.** For each day of closure following the 7th (seventh) consecutive day, a pro rata refund shall be granted in accordance with the following formula: Daily value of the seasonal Skipass × number of compensable closure days. The daily value shall be calculated as follows: Price of the seasonal Skipass ÷ number of regular days of the winter season, based on the official opening and closing dates published at the beginning of the season. **7.3.2.** The SSV may, at its discretion, either refund the relevant amount using the payment method used for the purchase of the Skipass or issue a corresponding credit. **7.3.3.** The above provisions on refunds constitute, as a general rule, the exhaustive regulation of the customer's claims in connection with operational restrictions affecting the Skipass. Any further claims for damages, compensation or any other form of financial redress are excluded to the extent permitted by applicable law. Mandatory statutory rights of the customer shall remain unaffected.

8. Processing of Personal Data

8.1. Personal data shall be processed in compliance with the applicable data protection legislation, in particular the EU GDPR and the Italian Data Protection Code (Codice in materia di protezione dei dati personali, Legislative Decree No. 196 of 30 June 2003), as amended and supplemented by the Adaptation Decree (Legislative Decree No. 101/2018 of 10 August 2018).. The controller for the processing of personal data is Südtiroler Seilbahnverbund m.b.H., with its registered office at Reichstr. 59, 39012 Merano, Italy, which can be contacted at wecare@suedtirolskiarena.com or ssv@pecmail.bz.it. **8.2.** Personal data (in particular identification, contact, usage and payment data, as well as photographs in the case of personalised cards) shall be processed for the purposes of performing the contract, administering and managing the Skipass, controlling access to the lift facilities, providing customer support, complying with legal obligations, and communicating important information, in particular concerning operational restrictions or amendments to these General Terms and Conditions. The provision of such data is necessary for the performance of the services. The legal basis for the processing is Art. 6(1)(a) GDPR (consent of the data subject or of a holder of parental responsibility) and Art. 6(1)(b) GDPR (performance of a contract). **8.3.** The personal data processed include a photograph of the cardholder, which is used for the purpose of unique identification during use and must not be more than five years old or, in the case of children, more than three years old. Proof of identity is required for every purchase. Copies of identity documents shall only be stored where permitted by law and where necessary. **8.4.** The processing of personal data for advertising and marketing purposes shall take place exclusively on the basis of a separate voluntary consent. **8.5.** Personal data may be disclosed to authorised employees, appointed service providers, public authorities or other bodies where required by law or necessary for the performance of the contract. The data shall be retained only for the period necessary to achieve the above purposes and to comply with statutory retention obligations. Data subjects have the rights set out in Articles 15 et seq. of the GDPR, including the right of access, rectification, erasure, restriction of processing, objection and data portability. Data subjects also have the right to withdraw any consent given at any time with effect for the future and to lodge a complaint with the competent supervisory authority. Further information on the processing of personal data is available in the Privacy Policy. **8.6.** As part of the access controls described in Article 5, photographs and the technical identification of the Skipass are processed. The legal basis for the processing is Art. 6(1)(a) GDPR (consent of the data subject or of a holder of parental responsibility) and Art. 6(1)(b) GDPR (performance of a contract).. Further information on the processing, in particular regarding the logic of the system, the retention periods and the recipients of the data, is set out in the Privacy Policy.

9. Final Provisions

9.1. In addition to these GTC, the respective transport and safety regulations of the Operators shall apply. **9.2.** For information, enquiries or communications relating to the Skipass, customers may contact the SSV at info@suedtirolskiarena.com. **9.3.** Any decisions taken on a goodwill basis are voluntary and shall not establish any legal entitlement for the future. **9.4.** Should any provision of these GTC be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.

10. Governing Law and Jurisdiction

10.1. These GTC shall be governed by the laws of Italy. **10.2.** Mandatory statutory rules on jurisdiction applicable to consumers shall remain unaffected. In all other cases, the courts of Bolzano shall have exclusive jurisdiction. **10.3.** The customer is informed that, in the event of disputes with the SSV, he or she may make use of alternative dispute resolution (ADR) procedures. Information on the competent dispute resolution bodies, as well as on the European Online Dispute Resolution (ODR) platform pursuant to Regulation (EU) No. 524/2013, is available at the following link: https://consumer-redress.ec.europa.eu/site-relocation_en The SSV's contact details for ODR procedures are: wecare@suedtirolskiarena.com / ssv@pecmail.bz.it. The customer's right to bring proceedings before the competent ordinary courts shall remain unaffected.

_____ _____

Place/Date Customer

The Customer declares that he or she has expressly read, understood and, pursuant to Articles 1341 and 1342 of the Italian Civil Code (Codice Civile), expressly approves the following clauses: Article 2.5 (**Operational restrictions; exclusion of refunds and compensation**); Articles 4.1 and 4.2 (**Use at the customer's own risk; safety and rules of conduct**); Article 5.1 (**SSV's inspection powers; image capture**); Articles 5.2, 5.3 and 5.4 (**Blocking and confiscation of the Skipass; contractual penalty**); Articles 6.1, 6.2 and 6.3 (**Limitations and exclusions of liability**); Articles 7.1, 7.2 and 7.3 (**Exclusion of the right of withdrawal; exclusion of further claims**).

Customer_____