



## GENERAL TERMS & CONDITIONS ALTA BADIA SUMMER 2021

1. The present General Sales Conditions represent the contractual conditions regulating the purchase and the use of the period cards and one-way cards issued by the Consorzio Impianti a Fune Alta Badia and its member companies. The cards enable cardholders to use the lift system facilities of the companies participating in the Alta Badia Summer initiative, except the specifications and restrictions as provided for by the articles 3, 4, 13 and by the current article. The list of all participating lift system facilities is available at each sales office, at the main partaking lift system facilities, as well as on the website [www.altabadiasummer.it](http://www.altabadiasummer.it). In view of the actual health emergency as well as the uncertainties linked to the temporal inconsistency of the norms and rules that affect the economic activity and individual freedoms of citizens (including freedom of movement), the decision on the opening of the lift facilities is made on a daily basis, autonomously and at the discretion of the individual facilities' operators (decision to which the Consorzio Impianti a Fune Alta Badia remains completely uninvolved). Consequently, for each day, only the operation of the lift facilities indicated in the list published on the website [www.altabadiasummer.it](http://www.altabadiasummer.it) is guaranteed for the periods specified therein. The list must be consulted before purchasing the tickets.
2. Cardholders acknowledge that the Consorzio Impianti a Fune Alta Badia, which issues the Alta Badia Summer transportation cards referred to in the preceding paragraph, act on the strength of a specific agency agreement (with disclosed principal) assigned to them by autonomous companies operating the lift system facilities (the principal contractors), who are exclusively responsible for the management and operation of the respective lift facilities and their connected transportation services. Therefore, the companies operating the lift facilities, partaking in the Alta Badia Summer initiative, and the cardholders themselves are to be considered as the only contracting parties to the present transport agreement. The Consorzio Impianti a Fune Alta Badia, referred to acting on behalf of the companies taking part in the initiative, is therefore not to be considered as part of such agreement and will not be subject to any form of liability.
3. The period card allows the legitimate cardholder to utilize the lift system facilities participating in the Alta Badia Summer initiative and in operation in accordance with article 1 and 4 during the whole validity period of the purchased card (that can be of either one day, three out of four even nonconsecutive days, five out of seven even nonconsecutive days, or twelve out of fourteen even nonconsecutive days, in which the card has been issued or the whole summer season for the Alta Badia Summer season tickets), depending on the chosen card type.  
The one-way card allows the legitimate cardholder to utilize the lift system facilities mentioned on the card for one-way uphill (A), one-way downhill (R), or a return journey (A/R).  
The validity period cannot be changed in any form or manner once the card has been issued. The cards are strictly personal, carrying the period of validity or the season of validity in case of tickets with seasonal validity. The cards can also carry an additional sign, consisting in the letters A-M-F-J or B, indicating A=Adult, M=Male, F=Female, J=Junior (born after May 13th, 2005) or B=Child (born after May 13th, 2013), the card type, as well as the name of the cardholder legitimated to its use.  
The cards cannot be transferred to other persons even if no charge is involved, nor changed for another, nor modified or altered in any manner.  
In order to benefit from the discounts offered for Juniors (J) and Children (B), at the moment of purchase of the cards, the actual presence of the Junior or Child for whom the benefit is being asked for is necessary and applicants have to provide a valid identity card of theirs, which cannot be substituted by any self-certification or similar procedures, and so substantiating the fulfilment of the requirements necessary for claiming the benefits assigned in these instances, and to the extent as described in the information sheet available at the sales offices as well as on the website [www.altabadiasummer.it](http://www.altabadiasummer.it).  
The card for children (B) born after May 13th, 2013 is granted for free only in connection with the simultaneous purchase by an accompanying adult of a card of the same kind and for the same period as that of the child for which the gratuity is given. For each purchased adult card only one free of charge child card will be issued, in the ratio of one child (B) for one paying adult attendant. Both the child card and the adult card will be coupled. The card enables the transportation of the cardholder, bikes, prams, luggage, animals and any other items and accessories. On lift system facilities exhibiting the specific sticker\* the transport of bikes is not allowed.
4. The ordinary summer season, during which the acceptance of valid Alta Badia Summer cards is guaranteed at the lift system facilities in operation and participating in the Alta Badia Summer initiative, starts on June 12th, 2021 (save the possibility to postpone the opening date due to the actual health emergency) and ends on September 26th, 2021. Before

the start date and after the end date of the ordinary summer season single lift systems, groups of lifts, or even major areas of lift facilities may be in operation. In such cases, the Alta Badia Summer cards, depending on their period of validity, will be accepted on the lifts in operation from June 06th, 2021 until October 3th, 2021. The Alta Badia Summer cards offered for sale will be accepted, in the respective period of validity, within the quota limitation which may be set by the applicable regulations, and after reservation, where provided for, at the operating lifts as well as in accordance with other limitations which may apply (i.e. Green Pass). The transport capacity of the lift system facilities and the access to the lift facilities will be regulated in accordance with the provisions set by the authorities.

The list referred to in art. 1 indicates the scheduled opening period and operation time for each participating lift facility, which however has to be considered purely indicative, since for the actual openings only the list published on the website [www.altabadiasummer.it](http://www.altabadiasummer.it) must be consulted.

5. The cards entitle to the transport of persons from the bottom station to the top station and/or vice versa. Any additional activity performed by each individual user additionally to the use of the lift system facility (e.g. trekking, mountain biking, also in "bike parks" or similar facilities) is not covered by the contract and is performed exclusively at one's own risk. The paths and routes are not property of and therefore not managed in any manner by the facility's owners or operators of the Consorzio Impianti a Fune Alta Badia hence it does not accept any responsibility for their care, control or maintenance. The Consorzio Impianti a Fune Alta Badia, is not owner of any of the "bike parks" or similar structures and as such it is not responsible for their management or supervision, a responsibility which remains exclusively that of the operators appointed for the management of the above-mentioned structures and/or the owners themselves. It however remains the obligation of every user to strictly observe and respect the conditions for use (the facility user guidelines) displayed at the access station of every lift system facility.
6. The owners and operators of lift system facilities decline any responsibility or liability for damages arising from improper use of the lift facilities as well as for the consequences of cardholders' incorrect and illicit behaviour performed on the transportation circuit. By using the lift system facilities by minors, the accompanying adult holders of the cards acknowledge their awareness and express acceptance of their liabilities under the provisions of the Italian Civil Code both, in relation to the supervising and control duties of minors also during their use of the lift facilities. In addition, lift system facilities' user declare to be aware of and agree to follow all the provisions and norms, inclusive of those set by national, provincial and regional regulations, governing the attendance at and use of the lift facilities. Facilities' use by minors is nonetheless considered as taking place under the exclusive responsibility, care, control and supervision of the accompanying adult cardholder or more generally of the parents or legal representatives of the minors, assuming responsibility for the use of the particular lift system facilities by the child, and without liability of the owners or operators of each individual lift facility.
7. The cards must be shown upon request of the staff at the facilities as well as of the inspectors, and cardholders must allow them to check users' personal identity by showing a valid identity document.
8. Cardholders acknowledge and accept that any improper or incorrect use of the abovementioned cards will lead to the immediate withdrawal, annulment or suspension of the card itself. Both cards may be withdrawn, annulled, or suspended by authorized staff or control personnel in case of any violation of provisions set by provincial or regional regulations or by statute law. In case of improper use of the cards issued free of charge to children (B) aged less than 8 years, both the card issued free of charge as well as the coupled adult card will be blocked and/or withdrawn. Every improper use will be prosecuted according to 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 the cards, a video surveillance system ("Gate Control Camera") is installed at some lift facilities. The 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 freely available at the respective lift facilities.
9. Each form of replacement or refund of cards will be excluded. Cardholders acknowledge that no replacement will be made, and no right of refund or reimbursement will be recognized neither for e.g. cards being not used, even if only partially, nor for cards being lost, withdrawn, blocked, annulled, suspended or being deliberately damaged.
10. Vouchers purchased online are exclusively valid during the summer season of issuance. The purchase of cards is not subject to the right of withdrawal provided by the Consumer Protection Law (art. 47 and 59 Legislative Decree 206/2005).
11. Cardholders acknowledge and accept that the cards are temporarily assigned to them under terms of loan for use. Cardholders are therefore responsible for their own card's proper use and conservation and it remains property of the issuing company.



12. The cards, being transport documents, fulfill the function of a tax receipt and must therefore be kept for the entire duration of the transport. The cards are necessary to access the lifts and irreplaceable for the transport of the holder as described in art. 1.
13. Cardholders accept and acknowledge that the continuous opening and functioning of all lift system facilities partaking in the Alta Badia Summer initiative are not always guaranteed throughout the whole indicated operating period, as the functioning is conditioned by factors out of the control sphere of the facility's owners and operators, such as e.g. weather and safety conditions, damages of the facility, lack 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.
14. Card prices may be subject to changes in the case of exceptional intervention by fiscal, monetary, economic or social authorities as well as in case of limitations of the transport capacity by order of the authorities, by law or by other regulations.
15. 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 and to ascertain the existence of the conditions for the provided discounts. The personal data will not be stored, neither on paper nor in any electronic form, unless cards are purchased online. The privacy notice pursuant to the (EU) Regulation 2016/679 is published on the website [www.dolomitisupersummer.com](http://www.dolomitisupersummer.com).
16. By purchasing and/or by using the cards, users declare to know and to completely accept the present General Sales Conditions, which are available at the sales offices, at the main participating lift system facilities, as well as on the website [www.altabadiasummer.it](http://www.altabadiasummer.it).
17. In the eventuality of contrast or differences between the various language versions of the General Sales Conditions and the Italian text, the Italian version is to be considered as the only binding one.
18. All disputes potentially arising with respect to the validity and the execution of the transportation agreement and with respect to the present General Sales Conditions will be subject to the jurisdiction of the court of Bolzano/Bozen.
19. Precautionary measures in relation to the current epidemic. Consorzio Impianti a Funne Alta Badia and its member companies are committed to adopting all 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. As a result, it is forbidden to use the lifts in case of non-compliance 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.

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Subject to changes. Any changes will be promptly published on the [www.altabadiasummer.it](http://www.altabadiasummer.it) website and will be valid from the time of publication for subsequent purchases.



\*SORRY NO BIKE