

# REGULATION OF THE SKI AREA/LIFT STATION

Regulation of transportation and fare conditions valid for the ski area in concession to the COURMAYEUR MONT BLANC FUNIVIE S.p.A



## 1 . GENERAL RULES

The mountain area in which you are located and the changing natural or artificial conditions that characterize it, as well as skiing itself, pose an inherent risk.. The purchase of the lift pass and the use of the lifts implies knowledge of all eventualities and the acceptance of the conditions laid down in this regulation and the proper application of common sense. It will not be possible for skiers to claim against the Company for injuries resulting from accidents caused by any of the conditions that are an integral part of skiing such as and without limitation:

- 1) Changing weather conditions;
- 2) Changes in steepness of the land ;
- 3) Snow conditions ( icy , wet , etc.).
- 4) Condition of the ground surface characterised by irregularities of the snow covering caused by changes in atmospheric conditions , piste bashing , daily wear , other skiers falling and a partial bashing of the piste after snowfall , as well as by the presence of small stones and piles of artificial snow, according to local regulations ( art. 6 Regional Regulation no. 2/1996 ) .
- 5) Impact with lift structures or other structures;
- 6) Collision with other skiers ;
- 7) Unwise behaviour of the skier ;
- 8) Travelling on closed pistes and / or off piste.

## 2 . OPERATIONAL PERIOD

The start and end period of the winter and summer seasons are set at the discretion of the Management on the basis of climatic conditions, the state of the slopes , snowmaking and technical maintenance needs . When required by mandatory requirements or by a 'force majeure' the operation can be suspended at anytime in whole or in part.

## 3 . HOURS OF OPERATION

The hours of operation of the lifts is determined by the Management, and made known to the public through notices posted at the ticket office and at the lift stations. For technical , service , safety or 'force majeure' , these times may vary also during the day .

## 4 . OPERATION OF FACILITIES

The number and type of lift in use is communicated on boards and may be subject to change, without notice , for justified technical, service or safety reasons or 'force majeure' . The operating lifts will be indicated daily with notices posted at the ticket office.

## 5. METHOD OF USE OF THE FACILITIES

- a) Users should make use of the facilities by observing the utmost care and attention so as not to constitute a danger to themselves or others.
- b) The facilities must be used in accordance with the provisions of the law noting in particular and with the utmost care all the announcements and reports indicated on the appropriate signs or notices placed in the stations and on the tracked pistes served by the lifts.
- c) Users will be required to reimburse all direct and indirect damages caused by their negligence or wilful misconduct to people, lifts or things owned by the Company and third parties.
- d) In the event of adverse weather conditions (strong winds or persistent strong gusts) the service may slow down or stop and as a result the user should be aware that the time taken for the ascent can increase significantly.
- e) It is forbidden for people with obvious altered psychological condition, those with insufficient protection against the weather conditions and those who have objects that prohibits easy access to the lifts, as well as those whose state of mind or behaviour puts the security of other travellers at risk or disturbs other travellers or disturb public order.
- f) The use of chairlifts and draglifts presupposes on behalf of the user, the capacity to do the sport.
- g) Children can only travel alone on any of the lifts if they are over 1.25m. Children under 1.25m must show they are at least 8 years old to be allowed to travel alone.
- h) It is also forbidden to access the lifts with children on shoulders. The transport of children on ski lifts between the legs of adults is only allowed for ski instructors and it is their direct responsibility.
- i) It is absolutely forbidden to carry or bring animals on the lifts, in premises open to the public and the ski area. The management may allow the transportation of dogs on some lifts as long as the dog is kept on a lead, has a muzzle and that the rate for this has been paid.
- j) The price of the ticket includes the right to take a small non-bulky bag, that must allow the passenger to use the lift in the correct position and allow the closure of the lift correctly. Taking another type of bag or sports equipment can be arranged with the user and the director of the lifts or the head of the lifts as long as it is taken in a way that does not constitute a hindrance or danger to other users.
- k) It is forbidden to transport sledges and bobs of any kind on all lifts except the cable cars.
- l) In the event of accident, injury, or when you are encountering dangerous situations even simply after intervening to help, or if the other person is not able to do so, all those who have any information , must immediately report the incident to the personnel.
- m) It is also absolutely forbidden to make use of the facilities, even if in motion, when there are signs saying the lift is closed,

when the access point of departure is closed to the public and there are no personnel manning the station.

- n) Users must behave in a way that does not pose a risk or damage to other people.

## 6 . PARKING

The service relates to the parking of vehicles, with the exception of depositing and the safekeeping of the vehicle, as the obligation of surveillance in the parking lot is excluded.

The Company do not accept any responsibility for damage or theft either total or partial, that the vehicle may suffer at the hands of third parties, as well as for damages and for theft of items left in the vehicle, and to accessories and individual parts of the car. They also do not accept liability for any damage that drivers cause to themselves or to others, as well as damage caused by acts of vandalism, or derived from natural disasters or due to a 'force majeure'

## 7 . USES OF THE DOWNHILL PISTES

- a) The bashing of the pistes is carried out within the time and in the manner agreed by the Management and at its sole discretion .
- b ) The pistes closed for technical reasons or safety measures are indicated with appropriate signs and it is forbidden to use them . The pistes are closed 15 minutes after the closing of the lift/s that serve them .
- c)The rescue service and mopping up monitoring is only for open slopes and for those that are pisted.
- d) The rescue on the slopes will be subject to the payment of 200 € to cover part of the costs of rescue.
- e) Each skier has to take notice of all directional signs along the pistes . It is a good idea to follow the warnings not to leave any pistes .
- f) The Company is not responsible for any accidents that occur on off-piste routes even when they are served by their lifts.
- g) It is forbidden to go on ski pistes with any means other than skis, mono-skis and snowboards .
- h) It is absolutely forbidden to make use of motorized vehicles or sledges and ski -bob of any kind even on closed pistes . Violators will be held responsible for any damage to the surface of the slopes and for damage caused to skiers etc.
- i) It is forbidden to walk on the ski slopes , except in cases of urgent necessity . Anyone walking on the piste without skis must remain at the edges , taking care to avoid any risk to the safety of skiers .
- j) The classification of the pistes according to their degree of difficulty - black , red and blue - is indicative of their difficulty so the skier must judge whether his expertise allows him to use them without suffering or causing accidents . The skier must conduct themselves in relation to the characteristics of the piste and to the environmental situation , not causing a risk to the safety of themselves or others .
- k) The artificial snow system may be operating on the pistes, and there may also be service snowcats or snowmobiles present on the piste . Skiers have to give priority to mechanical means used for the service and maintenance of pistes and facilities and must enable their smooth and fast movement.
- l) All minors under 14 years old are required to use a safety helmet – law- December 24, 2003 - n . 363 - art. 8 . those responsible for the violation of this are subject to an administrative penalty ranging from 30 to 150 Euros .

## 8 . RACES AND EVENTS

- a) On the occasion of races or events , the Management reserves the right to close certain routes, pistes , areas and premises to the public which are necessary for the smooth operation of them, for the time necessary to carry them out . In such circumstances, certain facilities may be intended for the exclusive use or priority use of the athletes and the staff concerned.
- b ) For all races or events of any kind , the Company is limited to providing their equipment and materials to the organizers without taking any responsibility or liability both towards the participants and third parties . The organizers will therefore have the obligation to establish all appropriate steps to ensure the smooth running of races and events , reducing to a minimum and for the shortest time possible, restrictions which are imposed on ordinary users .
- c) In the event of the organization by third parties of any benefit or service , the Company's liability is strictly limited to the running of the lifts , every other responsibility is solely the responsibility of the organizers.

## 9 . RATES AND TICKETS

- a) All fares are - as a rule - applicable for the entire season. They may however, vary due to exceptional fiscal or foreign exchange circumstances .
- b ) The purchase of the pass only gives the right to use the facilities corresponding, at the indicated rate, on the day or days of validity laid down and in accordance with the normal influx of travellers at the departures of the lifts. The Company however, reserves the right to establish on some lifts, at certain times a payable booking service that will give the possibility to use the lifts according to an established time.
- c ) The Customer must verify , at the time of taking their pass, the compliance with their requests. It is not possible to change or extend the life of the passes already in use .
- d) There will be no compensation or refund, even partial, due to long waits at the lifts, for any reason. Nor if the lift service is interrupted. Nor if the customer cannot use them for their own reasons.
- e) The passes that entitle the use of multiple lifts can be used on lifts in operation at the time and are not eligible for

reimbursement or compensation of any kind in the event that one or more lifts are not operational due to technical specifications issued by the Management , at its sole discretion or for 'force majeure'.

- f) When the transportation is performed without payment , it shall be construed as a donation and is therefore carried out without the assumption of any obligation or liability.

g ) All passes - except for those without names - are strictly personal and non transferable. Any violation will result in the immediate withdrawal of the pass and the application of legal sanctions. The purchase of a pass constitutes acknowledgment and acceptance of all the conditions laid down in this Regulation on public display at the ticket office .

## 10 . REDUCTIONS

All rates which are not normal and all those who enjoy special benefits related to place of residence, age or other reasons , can be applied only on presentation of appropriate documentation to demonstrate unequivocally the existence of the requirements needed to enjoy these benefits.

## 11 . CHECKS

- a) The traveller must obtain the required travel document before using the lifts. The pass must be shown to staff on request. Lift passes found to be irregular or not found in the possession of the entitled person will be immediately and permanently withdrawn and subject to the application of administrative sanctions and penalties as per the law.
- b ) The documents certifying the right to preferential tariffs , may be asked for , in addition to at the ticket office, also from the personnel involved in the checking of lifts and inspectors of the company.
- c )The checks are entrusted to the staff of the company that also has qualified staff in charge of the functions of public service.

## 12 . THEFT OR LOSS

- a) In the case of loss or theft of a season pass , the customer is obliged to immediately inform our Administrative Department . For a duplicate a payment of € 35.00 is required for secretarial and administrative expenses .
- b ) No type of pass will be refunded , even partially , in the event that the buyer can not use it for any reason. Likewise, no refund or replacement is made in case of loss , destruction or deterioration , except for tickets which have deteriorated but are still identifiable which can be taken to the ticket office for replacement.
- c) In the case of loss or theft of passes other than seasonal , there will be no kind of refund or replacement.

## 13 TREATMENT OF PERSONAL DATA

The information provided below pursuant to art. 13 of EU Regulation 679/2016 summarises the content of the detailed information available at the cash-desks, offices and on the Company's website, to which reference should be made for further information.

- a) The Data Controller is Courmayeur Mont Blanc Funivie S.P.A. in the person of the legal representative domiciled for the position at the headquarters of the owner. The complete and updated list of the co-owners can be consulted on the Company's website. The Data Protection Officer (RPD) can be contacted at the email address: [privacy@dffsrl.com](mailto:privacy@dffsrl.com).
- b) The acquisition and processing of personal data is necessary to conclude and manage the transport contract, to combat fraudulent behaviour, resolve disputes, fulfil legal obligations. For these purposes, the Company also makes use of Rfid localisation technologies, which allows them to trace the path of the transport document holder and technologies that allow verification of the effective correspondence between the transport document owner and holder of the same document.
- c) The provision of data, albeit optional, is absolutely essential to achieve the aforementioned purposes. Only with express consent, can personal data be collected be processed for marketing purposes, and for the implementation of promotional initiatives in general.
- d) Regarding the processing of "Sensitive" data, acquired for example in the performance of first aid activities or for the purpose of applying discounts, it is closely related and functional to the pursuit of the aforementioned purposes.
- e) The processing of personal data is done by manual, computerised, telematic, photographic and video surveillance tools. The data collected is archived for a duration consistent with the fulfilment of the purposes of processing, and in any case for a maximum period of three years, as well as for the tax obligations related to art. 12 comma 1, L. 30.12.91 n.413 and D.M. 30.06.92. Sensitive data related to the state of health of the client will be collected for a maximum period of 10 years subject to broader periods in order to meet the treatment goals and requirements imposed by current regulations.
- f) For the implementation of some of the activities related to the aforementioned purposes, the data could be disclosed in fulfilment of legal obligations or to insurance companies and lawyers for the management and resolution of disputes and assistance companies. These subjects will use the data as independent data controllers in accordance with current legislation,
- g) The interested party can exercise the rights referred to in art. 15 and following EU Regulation 679/2016.

COURMAYEUR MONT BLANC FUNIVIE S.p.A.  
The management