

# VALLE D'AOSTA SKIPASS REGULATIONS

## 1. SCOPE OF APPLICATION OF THE REGULATIONS

- 1.1 These Regulations govern the contractual terms and conditions relating to the purchase and use of all regional skipasses for Valle d'Aosta i.e. the consecutive multiday passes (from 3 to 14 days), the international ones, the season and annual tickets and the TELESKIPASS service, and also the terms and conditions for using the ski slopes.
- 1.2 By purchasing a ticket it is understood that the buyer is aware of and accepts all the terms set out in these regulations which are on display to the public at the ticket offices of companies participating in Skipass Valle d'Aosta, by the transport and ticketing regulations in force at the companies participating in Skipass Valle d'Aosta that can be seen on their websites, as well as the national and regional laws governing winter sports and the use of ski lifts.
- 1.3 Tickets with regional validity can be sold by companies participating in the Skipass Valle d'Aosta scheme, based on the sales mandate given by the company Pila S.p.A.

## 2. VALIDITY OF THE SKIPASSES

Regional skipasses have two levels of validity:

- 2.1 The **Valle d'Aosta** season skipasses, the consecutive multiday passes and the TELESKIPASS service are valid for the facilities in the following locations: Antagnod, Breuil-Cervinia, Brusson, Chamois, Champoluc, Champorcher, Courmayeur, Cogne, Gressoney-La-Trinité, Gressoney-St-Jean, La Magdeleine, Skyway Monte Bianco, Ollomont, Pila, La Thuile, Rhemes-Notre-Dame, Saint-Rhemy-en-Bosses, Torgnon, Valgrisenche, Valtournenche. They are also valid for the facilities in the French location La Rosière (Savoy) and at Alagna Valsesia (Vercelli).
- 2.2 The **Valle d'Aosta + ZERMATT** season skipasses and the international multiday passes are valid for the facilities in the locations named above and also for the facilities in the Swiss location ZERMATT. The international skipasses sold in Italy must be validated in Italy the first time they are used in the season. International regional season skipasses give the right to 2 admissions per month to Zermatt.
- 2.3 For season passes to be considered valid, they must contain a clear and visible photograph.

### 3. USABILITY IN OTHER FOREIGN SKI RESORTS

3.1 Holders of regional passes are entitled, on the days of validity of their skipasses, to ski in the Swiss ski area of the 4 Vallées/Verbier during the periods of opening established by the respective ski resorts. They can be used in the following ways:

- holders of season passes are entitled to ski for free for a maximum of 6 days, with a limit of 1 day per week;
- holders of multiday passes for 6 or more days are entitled to a 50% discount on the daily skipass.

### 4. PERIODS OF USABILITY

4.1 The start and end of the winter and summer seasons are decided at the sole discretion of the companies participating in Skipass Valle d'Aosta depending on the weather, the condition of the ski runs, the safety, the amount of snow and the technical maintenance needs.

The publication of the start and end dates of each ski season by the individual companies participating in Skipass Valle d'Aosta is purely indicative and does not constitute a commitment to open an individual resort or to keep it open.

Operations of facilities during each ski season may be suspended at any time, temporarily or permanently, at the sole discretion of the companies participating in Skipass Valle d'Aosta, on the basis of weather conditions, snow conditions, the state of the ski slopes or for safety reasons or when there are well-founded reasons.

Operations may also be suspended at any time, temporarily or permanently, when this is required for reasons of force majeure, such as electricity blackouts, strikes including by the companies' own staff, fires, earthquakes, wars, terrorist attacks, epidemics, pandemics, orders from the authorities and, more generally, for reasons beyond the control of the companies participating in Skipass Valle d'Aosta.

In the event of a temporary or permanent closing of facilities for one of the above reasons, the buyer will not be entitled to any refund or compensation, unless this is provided for by mandatory provisions of law.

In particular, with regard to season and/or annual passes, the user acknowledges that, by purchasing the pass, the user accepts the risk that the ski season may be shorter than expected, this risk being offset by the advantage of being able to use the ski facilities at a flat rate.

4.2 The operating times of the facilities are decided by the individual companies participating in Skipass Valle d'Aosta and made public in notices posted in the ticket offices and the stations of the ski lifts. These times can be changed even during the course of the day if necessary owing to technical, service, safety reasons or circumstances beyond the companies' control.

If embarking on long routes, it is the user's responsibility to carefully check the times for the return transport. The companies participating in Skipass Valle d'Aosta cannot be held responsible in the event that the user is unable to return to the departure station for

reasons attributable to that user.

- 4.3 The number and type of facilities in operation is communicated on specific signboards and can be subject to change, even without prior notice, due to technical, service, safety reasons or owing to force majeure (including, by way of example, electricity blackouts, strikes including by the companies' own staff, orders from the authorities) and, more generally, for reasons beyond the control of the individual resorts.

Ski lifts in operation are usually indicated in notices displayed at the ticket offices.

The individual companies participating in Skipass Valle d'Aosta reserve the right to close to the public, for the time strictly necessary, certain ski runs, routes, areas and premises of the ski resort if required for competitions or sports events. In such circumstances, competitors and the staff involved may be given exclusive and priority use of certain facilities.

In the cases referred to in this section, as well as in the case of delays and waiting at the lifts due to any reason, the pass holder will not be entitled to any, even partial, reimbursement or compensation.

## **5. CONDITIONS OF USE**

- 5.1 NONE of the tickets issued can under any circumstances be refunded or replaced with another ticket/pass.
- 5.2 Tickets/passes must not be altered or counterfeited or used in a different way from what is established by the rules of use set out in these regulations. All tickets/passes are strictly personal and not transferable and therefore must not be used by anyone other than the holder and cannot be transferred. Any misuse will result in the immediate and permanent confiscation of the ticket/pass and the application of the civil and criminal penalties provided for by law (particularly Valle d'Aosta Regional Law 20 of 18 April 2008).
- 5.3 No reimbursement or compensation is due in the event of delays at the ski lifts for any reason, nor in the event the ticket/pass is not/cannot be used by the holder. .

## **6. PRICES**

- 6.1 The prices normally apply to the entire season concerned. However they may be altered at any time when there are significant changes in the cost of living or taxes or when other relevant facts occur. For consecutive multiday skipasses whose validity covers periods with different rates, the price is calculated by applying pro-rata the average daily values of each period.
- 6.2 There are age-related reductions available. Regarding verification of the requirements for such reductions, self-certifications are not acceptable.
- 6.3 With regard to the TELESKIPASS service, the prices are those decided and published at the ticket office, in brochures and on the respective websites of the individual companies managing the areas participating in the service, and it is the customer's responsibility to inquire about the prices currently charged by each resort.

## 7. LOSS OR THEFT

- 7.1 In case of loss or theft of season ticket cards, and notwithstanding the provisions in previous point 5, the customer is required to promptly notify the ticket offices of the companies participating in Skipass Valle d'Aosta. For the issue of a duplicate, a self-declaration must be presented for the loss or, in the case of theft, the report to the competent authorities, and € 30,00 (thirty/00) paid as reimbursement of secretarial and administrative expenses + € 2,00 (two/00) for the new chip-card;
- 7.2 In case of loss or theft of cards for the TELESKIPASS SERVICE, the customer is required to promptly notify the ticket offices of the companies participating in the service or the company Pila S.p.A. by registered letter or certified email at the address [pilaspa@pcert.it](mailto:pilaspa@pcert.it) with advance copy via email to the address [info@skilife.ski](mailto:info@skilife.ski) (or block the card directly via the website [www.skilife.ski](http://www.skilife.ski) on the page TELESKIPASS). In this case, the holder will be exempt from the responsibility of paying any amounts relating to access to the lifts with the card(s) misused by third parties from the moment of receiving the confirmation, by email, that the card(s) has/have been blocked. For the issue of a duplicate, a self-declaration must be presented for the loss or, in the case of theft, the report to the competent authorities, and the amount of €13 (thirteen/00) must be paid for duplicating the pass.

## 8. CHECKING

- 8.1 The purchase of the ticket implies the obligation to present it on request by the "Inspectors" or by the staff of the companies operating the cableway transport service. All the special discounted rates are only applicable on presenting the necessary documentation proving unequivocally that the requisites for receiving them have been met. Inspectors, in addition to asking to see the ticket, may also require confirmation of the above proofs.
- 8.2 Checks on the proper use of skipasses, and in particular of season skipasses, may be carried out not only at the time of access to the lifts, but also remotely and after the traveller's passage, through software that analyses images taken of travellers at the entrance turnstiles, in compliance with the privacy notice provided in Article 10 below.

## 9. REFERENCE REGULATIONS

- 9.1 Regarding cases not covered by these regulations, the transport and ticketing regulation in force at the various companies participating in Skipass Valle d'Aosta apply.

## 10. PROCESSING PERSONAL DATA

This document, prepared pursuant to Articles 13 and 14 of the GDPR 2016/679, applies to all types of tickets, as specified below. "Resort tickets" refer to all the travel tickets/passes that are only valid in the ski areas managed by the Company. "Resort tickets with VDA extension" refer to all the travel tickets/passes that are also valid in the other ski areas of Valle d'Aosta, on the cableways of Mont Blanc and the ski resorts of La Rosière, Alagna and Alpe di Mera, for a limited and predefined

number of days. “Regional tickets” refer to all the travel tickets/passes valid in the ski areas of Valle d’Aosta, on the cableways of Mont Blanc and the ski resorts of La Rosière, Alagna and Alpe di Mera. “Resort” refers to the ski areas managed by Pila S.p.A.

**Data Controller.** The Data Controller is Pila S.p.A. with headquarters in Gressan (Aosta) Frazione Pila n. 16, represented by the Chairman of the Board of Directors and acting Legal Representative.

**Data Protection Officer.** The Company has appointed a Data Protection Officer. The contact details are shown in the [Privacy section on the skilife.ski website](#).

**Type of data processed.** In order to purchase tickets/passes, it is necessary to provide personal and contact details. A photograph is only required for certain types of tickets/passes (solely for the purpose of verifying that access is being made by the person entitled to do so). Any bank data necessary for completing the payment may also be processed. For marketing purposes, with specific consent, contact data may be processed. As part of the video surveillance system, user images are processed. Monitoring the passages through turnstiles involves the processing of location or position data by reading the identifier tags using RFID technology. In order to apply any tariff reductions, the Company may process – with the consent of the person concerned (the Data Subject) – data that Article 9 GDPR 2016/679 defines as “special” as they can reveal information on a person’s health. The processing of such data is limited solely to assessing eligibility for the reduction. Health-related data may be used in case of first aid being administered.

**Source of personal data.** The data can be collected directly from the data subject or through the Joint Data Controllers or otherwise subjects, natural or legal persons, appointed as external data processors. Monitoring the passages through turnstiles is carried out electronically. A video surveillance system is operational in the areas managed by the Company: the images are collected electronically (see the specific section on video surveillance)

**Type of data processed.** In order to purchase tickets/passes, it is necessary to provide personal details (name, surname, date of birth and tax code – if applicable) and contact details (residential address). A photograph is only required for certain types of tickets/passes (to ensure that access is being made by the person entitled to do so). Any bank data necessary to complete the payment may also be processed. For marketing purposes, with specific consent, contact data such as phone number and email address may be processed. As part of the video surveillance system, user images are processed. Monitoring the passages through turnstiles involves the processing of location or position data by reading the identifier tags using RFID technology. In order to apply any tariff reductions, the Company may process – with the consent of the person concerned (the Data Subject) – data that Article 9 GDPR 2016/679 defines as “special” as they can reveal information

on a person's health. The processing of such data is limited solely to assessing eligibility for the reduction.

**Monitoring passages through turnstiles.** To prevent dishonest use of travel tickets/passes and to facilitate the search for missing persons, the Company has a system for detecting people passing through turnstiles based on RFID technology, which detects and records images of the various travellers passing through. The reader device on the turnstile remotely checks the validity of tickets, allowing users to pass through "hands-free". This instrument does not read biometric data and does not memorise the user's movements on the ski slopes or hiking trails. The detection system operates electronically, simultaneously with the passage of each traveller. Checks on the lawful use of the skipass are carried out on a random basis by authorised employees, both in real time and retrospectively. Systematic checks may be carried out according to the principle of proportionality where there is a suspicion of fraudulent use of the skipass. If the Company intends to use the data for the purpose of profiling customer preferences, it will ask for specific consent from the persons concerned

**Purpose and legal basis of the processing.** Data processing is carried out for the following purposes: 1. Requests for the purchase of tickets/passes and issuing them; 2. Dealing with payment; 3. Fulfilment of civil, fiscal and accounting obligations connected with the issue of transport tickets/passes and the provision of any first aid in cases where payment of a fee is required; 4. Provision of transport services and guarantee of use of the same by the buyer; 5. Protection of company assets through the use of video surveillance systems; 6. Protection of company assets by verifying the legitimate use of the travel document by requesting a photo be applied to the travel document; 7. Protection of company assets by verifying the legitimate use of the travel document (by affixing a photo to it); 8. Protection of the company's assets through the detection of passages at the turnstiles and checks on the legitimate use of skipasses, carried out both in real time and retrospectively, with the assistance of authorised employees; 9. Evaluation of the eligibility for tariff discounts or reductions; 10. Marketing and promotion of commercial initiatives, products and/or services; 11. Possible defence of a right in court and whenever it is necessary to ascertain, exercise or defend a right of the Data Controller; 12. Possible first aid actions in the event of an accident; 13. Statistical processing of data in order to develop and improve the services offered.

Regarding the purposes referred to in points 1, 2 and 4, the processing is carried out pursuant to Article 6(1b) GDPR 2016/679 (processing necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into



the contract); processing as regards point 3 is pursuant to Article 6(1c) GDPR 2016/679 (processing necessary for compliance with a legal obligation); with reference to the purposes under 5, 6, 7, 8 and 11, processing is pursuant to Article 6(1f) GDPR 2016/679 (processing necessary for the purposes of the legitimate interest pursued by the Controller or by a third party); to those referred to in point 12, processing is on the basis of Articles 6(1d) and 9(2c) GDPR 2016/679 (processing necessary to protect the vital interests of the data subject) while for the processing referred to in points 9 and 10 is on the basis of the specific consent of the data subject (Articles 6(1a) and Article 9(2a) GDPR 2016/679). The data processed for statistical purposes are anonymous.

**Methods of processing and retention period.** The data will be processed manually or electronically on paper or digital media in compliance with the provisions of Article 32 of GDPR 2016/679 regarding security measures. The data collected for the purposes referred to in points 1, 2, 4 and 9 are kept for the entire duration of the contractual relationship and, thereafter, for a period of 3 years. Once this term has elapsed, they are made anonymous and retained for statistical purposes, with the sole exception of those for which, in fulfilment of the purposes referred to in point 3, there is a storage obligation for tax purposes or for compliance with regulatory obligations (period of storage: 10 years). The images collected in video surveillance systems are deleted 72 hours later; the data collected for marketing purposes are kept until you object or revoke your consent given. The data collected for the purposes referred to in points 7 and 8 are kept for 3 years and subsequently anonymized and stored purely for statistical purposes. The data collected for the purposes referred to in point 12 are kept for 10 years if the action taken incurs a fee and the consequent invoicing; in other cases, for 3 years. In all cases where it is necessary to go to court for the evaluation, exercise or defence of a right of the Data Controller, the retention period continues until the completion of the judicial process.

**Nature of data collecting.** It is obligatory to provide certain data for activating and performing the contractual relationship: refusal to provide such data will make it impossible to proceed. Providing data for promotion and marketing purposes is optional and will not impede the concluding of the contract.

**Disclosure of data.** In fulfilment of the purposes for which they are collected or in fulfilment of legal obligations, the data may be disclosed to departments in the Company as well as to Legal Persons or Public Bodies such as the Joint Data Controllers (within the limits of the agreements signed with them); Banks; Insurance companies; subjects who carry out rescue services on the slopes, legal consultants in the event of a dispute, to the judicial authority if for a justified measure

or for the need to protect a right of the Data Controller. Data may only be disclosed to third parties for marketing purposes when consent has been explicitly provided. Such data may also be communicated to subjects who carry out processing activities on behalf of the Data Controller named, appointed as external processors pursuant to Art. 28 GDPR 2016/679, and to authorised employees pursuant to Art. 29 GDPR 2016/679.

**Rights of Data Subjects.** The Company guarantees that Data Subjects have **right of access** pursuant to Art. 15 GDPR 2016/679 and, where applicable, the **rights of rectification, erasure, restriction of processing, data portability, objection to processing** (Articles 16, 17, 18, 20 and 21 GDPR 2016/679) and **revocation of the consent**. Without prejudice to any other administrative or judicial appeal, should Data Subjects believe that the data processing is carried out in violation of the relevant legislation, each of them has the right to lodge a complaint with the Guarantor for the protection of personal data by following the instructions published on the website [www.garanteprivacy.it](http://www.garanteprivacy.it). Requests to exercise the aforementioned rights must be sent in writing, by registered letter, to the Company's headquarters or by communication to the Data Protection Officer.

**PILA spa**