

GENERAL AND TRANSPORT REGULATIONS VALID FOR THE PILA SKI AREA AND FOR THE FACILITIES RUN BY PILA S.P.A.

1. INTRODUCTION

- 1.1 These Regulations govern the contract terms and conditions for the purchase and use of daily, multiday (both consecutive and non-consecutive), season and annual skipasses, return tickets and vouchers with points (hereinafter, "Tickets/Passes") and also the terms and conditions for using the ski slopes.
- 1.2 By purchasing a Ticket/Pass it is understood that the buyer is aware of and accepts all the terms set out in these Regulations, which can be viewed at the ticket offices and on the website of the company Pila S.p.A, www.pila.it, and in the national and regional laws governing winter sports and the use of ski lifts.

2. OPERATIONAL PERIOD

- 2.1 The dates for starting and ending the winter and summer seasons are decided by the Management at its sole discretion depending on the weather, the condition of the ski runs, the amount of snow and the technical maintenance needs of the facilities.

The publication of the start and end dates of each ski season is purely indicative and does not constitute a commitment to open the resort or keep it open.
- 2.2 Part or all of the skiing facilities may be closed down at any time, temporarily or permanently, when this obligatory owing to circumstances (such as weather conditions, amount of snow, safety reasons) or for reasons of force majeure (examples include electricity blackouts, strikes also by the company's own staff, fires, earthquakes, wars, terrorist attacks, epidemics, pandemics, orders from the authorities and, more generally, for reasons beyond Pila S.p.A.'s control).

- 2.3 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.

Season tickets give the right to use the ski lift facilities only in the period such facilities are actually open, regardless of the expected length of the season. The buyer accepts the risk when purchasing a season ticket that the duration of 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.

3. OPENING AND CLOSING TIMES

- 3.1 The opening and closing times of the facilities are decided by the management and made public in notices posted in the ticket offices and the ski lift stations and on Pila S.p.A.'s website: www.pila.it. These times can be changed even during the course of the day if necessary owing to technical, service or safety reasons or circumstances beyond the management's control.
- 3.2 It is the user's responsibility to carefully check the times for the return transport. The management cannot be held responsible if the user is unable to return for reasons attributable to that user.

4. SKI LIFT FACILITIES IN OPERATION

- 4.1 The number and type of facilities in daily operation is decided by the management and can be subject to change, even without prior notice, due to technical, service, safety reasons or owing to force majeure (examples include electricity blackouts, strikes also by the company's own staff, orders from the authorities) and, more generally, for reasons beyond the control of Pila S.p.A. The facilities in operation are published on a daily basis in notices at the main ticket offices and on specific information boards, as well as on the Pila S.p.A. website: www.pila.it.

- 4.2 In the cases referred to in this section, and also in the event of delays at the facilities, due to any reason, the buyer will not be entitled to any – even partial – refund or compensation.

The prices of the skipasses are set regardless of the number of ski lifts and slopes open during the period of validity of the skipass.

5. SKIING

- 5.1 The mountain environment and its changing natural or artificial conditions, and also the sports pursued there (skiing, mountain biking, trekking, mountaineering, etc.) all carry a risk intrinsic to the very nature of the activity. By purchasing a ticket and using the facilities it is understood that the buyer is aware of such eventualities and is also able to apply common sense. The company is not responsible for accidents that may occur on off-piste trails even if these can be reached by the lifts. Specifically, no skier can make a claim against the operators of the ski resort for injuries deriving from any of the risks inherent to sport i.e. from those conditions which form an integral part of skiing which can include the following:

- changing weather conditions
- variations in the gradients of the slopes
- snow conditions (frozen, wet, etc.)
- condition of the terrain surface (snow-free sections, stones, branches or holes)
- collision with the ski lift stations or other structures
- collision with other skiers
- injuries caused by the skier's carelessness
- skiing on closed runs and/or off-piste in unsafe and unmonitored areas.

- 5.2 Off-piste trails have no signposting and are not protected from the dangers of high altitude mountains where risks are hidden and unpredictable.

Off-piste trails can be dangerous at any time during the winter season. Those who

venture onto these off-piste trails do so under their own personal responsibility and at their sole risk and peril.

- 5.3 Pila S.p.A. accepts no responsibility and shall not be liable for accidents that are the result of improper behaviour by skiers or by any purchaser of a Ticket/Pass while they are using the lifts, the ski runs and related areas, or by using them incorrectly (for instance, speed and actions not suitable for the person's abilities or the conditions of the terrain, the snow, the weather and number of people on the slopes; failure to comply with the requirements of any signs present, skiing on closed runs and/or off-piste).
- 5.4 In the event of an accident, keep calm, analyse the situation, call the emergency number 118, start a search by sight and listening, and memorise the time.

6. DOWNHILL SKI RUNS

- 6.1 Grooming of the slopes is carried out in the times and ways decided by the management at its sole discretion.
- 6.2 Ski runs closed for technical or safety reasons are indicated on specific signs and it is forbidden to ski on them. In any case, the ski runs are considered closed after 15 minutes from the closing time of the ski lifts serving them.
- 6.3 The rescue service only monitors open and marked slopes. Daily surveillance ends with the last inspection of the slopes.
To partially cover the costs of rescue on the ski runs, a charge of €200 will be made.
- 6.4 It is strictly forbidden to use sledges of any kind or any motorised vehicles, even if the slopes are closed. Offenders will be held responsible for any damage done to the ski runs or accidents due to the passage of said vehicles.
- 6.5 It is forbidden to descend the slopes on anything other than skis, mono-skis and snowboards, with the exception of mechanical vehicles used to service the slopes and lifts.

- 6.6 The classifying of the runs according to their degree of difficulty – black, red and blue – is indicative of the difficulties they present, and therefore skiers must judge their own capabilities for using these runs without incident to themselves or others.
- 6.7 The artificial snow system could be in operation and snowmobiles and grooming machines can be present on the slopes at any time. Skiers must give precedence to mechanical vehicles/devices used for servicing and maintaining the slopes and lifts and must allow them to move about easily and rapidly. Skiers are asked to ski with care, looking ahead and being ready to stop.
- 6.8 Each skier is required to observe the signs located along the slopes. In any case, it is a good idea to comply with any signs indicating to not leave the slopes.

7. RULES OF BEHAVIOUR ON THE SKI SLOPES

- 7.1 Rules of behaviour to be complied with by users of ski runs, also in order to avoid civil and criminal consequences:
 - a) Respect for others: every skier must behave in such a way as to not endanger other people or cause damage.
 - b) Mastery of speed: each skier must keep to a speed and behaviour appropriate for his/her abilities and for the general and weather conditions.
 - c) Choice of direction: skiers further up the hill and in a dominant position have the possibility to choose in which direction to go in order to avoid colliding with other skiers below.
 - d) Route and right of way: skiers must pay attention to the routes taken by other skiers, considering the type of equipment and technique used: skis, snowboards, telemark skis, ski carving. Skiers must also give priority to vehicles.
 - e) Overtaking: when there is sufficient room and visibility – below, behind, to the left and right – skiers may overtake other skiers, but always at a distance that avoids hindering the skier overtaken.

- f) Minimum space for overtaking at the edge of the ski slope: it is advisable for skiers to not turn at the edge of the ski run but to always leave enough room for others to pass them.
- g) Entering and crossing: skiers entering a ski slope, or crossing a ski school area, must check up and downhill that it is possible for them to do so without danger to themselves or to others. This must be done after each time of stopping.
- h) Stopping on the ski slope: when skiers need to stop they should do so at the edge of the run. It is forbidden to stop at points where other skiers must pass or without visibility.
- i) Ascent and descent on foot: it is forbidden to walk on ski runs, except in cases of urgent need. In such cases, those descending must keep to the edges of the ski run. It is forbidden to walk up the ski runs but may be authorised by the operator only along the ski run's edges.
- j) Compliance with obligations: skiers must comply with the obligations and prohibitions stated by signs.
- k) Use of helmets: all children under the age of 14 must wear a protective helmet as required by Italian Law 363 (8) of 24 December 2003.
- l) In case of accident: everyone is required to provide assistance in case of accident.
- m) Identification: anyone involved in an accident or has witnessed one must provide their personal details.

7.2 Violation of these rules can result in fines of between €50 and €300.

The police, local police corps and the Valle d'Aosta forestry corps (Regional Law 24/2007) are in charge of ensuring that these rules are observed and for issuing fines.

7.3 Further rules of conduct are set out in National Law 363-2003, Regional Law 2-1992, Regional Regulations 2-1996 and Regional Law 27/2004.

8. USING THE SKI LIFT FACILITIES

- 8.1 Users must observe the utmost diligence and attention when using the facilities so as to not be a danger to themselves or others, and must comply with the provisions of the law and regulations, particularly complying with all the instructions and warnings shown on signs or notices affixed in the stations or along the routes of the facilities.
- 8.2 In the event of adverse weather conditions (especially strong winds or frequent gusts of wind), the service will no longer be regular and so users must be aware that the time taken for the ascent may vary significantly.
- 8.3 Users are required to pay for all direct and indirect damage caused by them to other people, the facilities and to the property of the company or third parties.
- 8.4 Regardless of the limitations or conditions required by law and regulations in force regarding the use of skiing facilities by children and minors, and bearing in mind that using the chair lifts or ski lifts presumes the user is prepared and/or has the capability for snow sports and is sufficiently physically fit, it is forbidden for anyone who is not in these appropriate conditions, even temporarily, to use these facilities.
- 8.5 The management reserves the right to not allow the facilities to be used by persons who, in addition to the cases provided for by law, are clearly unfit to do so owing to being maimed, to their physical or mental conditions, or to being evidently incapacitated by alcohol or other, and thus appear unable to use them without danger to themselves and to others.
- 8.6 It is strictly forbidden to bring or carry animals on the facilities, in premises open to the public or the area for skiing. However, the management may allow dogs to be transported on certain lifts as long as they are kept on a leash and with a muzzle.
- 8.7 Only items, materials and equipment strictly essential for the sports authorised in the ski area may be transported and only in the ways decided by Pila S.p.A. in agreement with the Director or the operator, and only in a way that doing so does not constitute an obstacle or danger to passengers; the company shall not be

responsible for damage, destruction, loss or theft of items permitted to be transported, whether or not they are with the passengers at that time.

- 8.8 It is forbidden to transport sleds or skibobs on any type of facility in the ski resort.
- 8.9 The company shall not be liable for any damage to vehicles or property left in the parking area owned or under concession.

Specifically, Pila S.p.A. shall accept no liability for any theft or damage, either total or partial, caused to the vehicle by third parties, or for any theft of or damage to items left in the vehicle, to accessories and individual parts of the vehicle. Also excluded is liability for any damage that drivers may cause to themselves or others, as well as damage caused by acts of vandalism or resulting from natural disasters or due to force majeure.

- 8.10 In case of accidents, injuries or when dangerous situations occur or simply also in order to prevent them, the person concerned or, if such person is unable to do so, all those who are aware of the problem must immediately report the fact to staff members so that all the appropriate measures can be taken in the shortest possible time. Apart from the cases provided for in Article 593 (2) of the Italian Criminal Code, anyone who, while skiing or during other snow sports, finds a person in difficulty and does not provide the necessary assistance or does not immediately inform the manager via any call station that an accident has occurred, is liable to a fine of between €250 and €1000.
- 8.11 It is forbidden to use the ski facilities when signs have been posted stating that they are closed or when access to the departure points is not being monitored by the supervisory staff.
- 8.12 People shall be prohibited from boarding if they are clearly mentally incapacitated or who are insufficiently protected against the climate conditions, those carrying objects that impede easily boarding the vehicles, and those that, by their condition or behaviour, could compromise their own safety and that of other passengers, disturb passengers or disturb the peace.

- 8.13 Unaccompanied children may only travel on cable cars if taller than 1.25m. Children shorter than 1.25m may only travel unaccompanied if it can be proved they have reached the age of 8.
- 8.14 It is also forbidden to access these lifts with children carried on passengers' backs.

9. COMPETITIONS AND EVENTS

- 9.1 The management reserves the right to close to the public, for the time strictly necessary, certain ski runs, routes, areas and premises if required for competitions or sports events. In such circumstances, competitors and the staff involved may be given priority for certain facilities, to the extent that this is indispensable.
- 9.2 The company shall only make available to the organisers of competitions and events of any kind its own equipment and material, without taking any responsibility or duty towards participants or third parties. The organisers will therefore be responsible for preparing all necessary measures for ensuring the smooth running of the competitions and events, reducing the restrictions on ordinary users to the bare minimum and for the shortest time necessary. Any employees of the company made available for assisting the organisers will work under the total responsibility of the organisers during that time.
- 9.3 The company assumes no responsibility towards anyone when third parties organise services of any kind in the company's resort, since the company's liability is strictly limited to operating the ski lifts.

10. TICKET PRICES

- 10.1 All prices refer to the first month prior to their publication and are normally applicable for the entire season. However, they may be altered at any time when there are significant changes in the cost of living and/or taxes.
- 10.2 All special discounted rates are only applicable on presenting the necessary documentation proving unequivocally that the requisites for receiving them have

been met. It is also required that the person entitled to a reduction is present at the time of purchasing. Staff responsible for supervising the facilities or the company's inspectors may also ask to be shown the same documents.

- 10.3 Passengers must have the required Ticket/Pass before using the facility. This Ticket/Pass 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. Except for vouchers with points and non-consecutive multiday passes, the Ticket/Pass is strictly personal and must not be used by anyone other than the holder and cannot be transferred. Any tickets with discrepancies or being used by persons other than the holders will be permanently confiscated, and may also incur fines and charges under the law, with particular reference to the rules set forth in Valle d'Aosta Regional Law 20 of 18.04.2008.
- 10.4 Checking is delegated to the staff of the company which also has personnel qualified to perform the functions of public service managers.
- 10.5 The purchase of a Ticket/Pass only gives the right to use the corresponding facilities, on the routes stated, on the day or days of validity shown and depending on the influx of passengers at the departure points of the lifts.
- 10.6 When a passenger is allowed to travel free of charge, this is understood to be purely as a favour and is therefore provided without taking on any commitment or responsibility.
- 10.7 No type of ticket will be refunded, even partially, in the event the Ticket/Pass is not/cannot be used owing to illness or for actions or situations attributable to the buyer. Likewise, no refunds or replacements will be made for Tickets/Passes lost, damaged or destroyed, unless the tickets are damaged but still identifiable: such tickets must be presented at the ticket desks for replacement. If a season ticket is lost or stolen, the customers must immediately notify the ticket offices. A payment of €30 will be required when issuing a duplicate for administrative expenses and €5 for the issue of a new card.

10.8 The customer must check when collecting the skipass that it corresponds to what was requested. Passes already used cannot be subsequently changed or their duration extended.

11. PROCESSING PERSONAL DATA

The privacy statement below is provided in accordance with Article 13 of EU Regulation 697/2016 regarding the Protection of Personal Data.

The information in this privacy statement applies to all the types of Tickets/Passes, as specified below.

Resort tickets refer to all the travel tickets/passes that are valid solely in the ski areas managed by the companies.

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 in 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 in the ski resorts of La Rosière, Alagna and Alpe di Mera.

By "Resort" is meant the ski area(s) managed by the company Pila S.p.A. - fraz. Pila, 16 - 11020 Gressan (Aosta).

11.1 Source of personal data

The data in our possession, acquired for contracts entered into, are collected directly from the person concerned and others. All the data collected is processed in compliance with current legislation and, in all cases, with due confidentiality.

11.2 Purpose of data processing

The sole reason for collecting and processing personal data is to correctly complete the business obligations required from the company Pila S.p.A., especially referring

to: requirements preliminary to entering into a transport contract; fulfilling contractual obligations to the person concerned (the data subject) by performing an operation, a number of operations or a combination of operations necessary to fulfil said obligations; discharge the obligations towards every public or private body connected with or instrumental to the transport contract; comply with legal obligations. The processing of data regarding the photograph of the data subject, where required by the transport contract, is to check that access to the lifts is made by the person entitled to do so.

The system for detecting people passing through turnstiles is based on RFID proximity technology which allows customers to pass through the gate "hands-free" without having to insert authorisation cards at the gates.

The system for tracking people passing through the gates installed in the ski resorts named in the introduction makes it possible to track the ski routes taken by customers, in order to check on unauthorised use of tickets and to search for missing persons. For a profiling service of customer attendance and preferences to be activated will require consent from the data subject.

Personal data collected for the following purposes – market analysis, statistics and quality control, marketing, informing about future commercial ventures, new products and services for promotional initiatives in general – will only be processed after receiving the data subject's consent (Article 7 GDPR).

If customers are asked to provide more sensitive information on their identity and state of health (such as a medical certificate) in order to be eligible for a discount or other concessions, such information will be used solely for this purpose and will not be further processed for other reasons or disclosed.

11.3 Methods of processing and nature of data

For the purposes referred to above, personal information is processed by manual, digital and data transmission instruments using logic strictly connected to these data collection purposes and, in any case, in a way that assures the security and

confidentiality of the data in accordance with the provisions in the aforementioned law. The information collected on the individual regards personal data, identifying data (age, name, address, etc.) and geographical position (passages through turnstiles) and, in the event of accidents or to benefit from discounts or other concessions, it regards sensitive data connected to the customer's state of health (for instance, a medical certificate).

11.4 Duration of processing

The data collected (Sensitive, Personal, Identifying and geographic location) are stored for the time consistent with achieving the purposes of the processing and to comply with tax obligations, and in any case for a maximum period of three years. At the end of this period, all personally identifiable information is removed and the data relating to attendance at the ski areas are processed solely for statistical purposes.

Sensitive data relating to a customer's state of health will be stored for a maximum period of 10 years, except for longer periods in order to meet the purposes of processing and requirements imposed by current regulations.

11.5 Nature of data collecting

It is obligatory to collect personal data when entering into a transport contract in order to comply with legal and tax requirements: refusing to provide such data will make it impossible to enter into a contract with the company. Using data for promotional and marketing purposes as specified above requires the consent of the data subject, and therefore providing such data is optional and will not prevent the contract's execution.

11.6 Communication and disclosure

Personal data and the related processing shall be shared with companies for performing economic activities (such as selling, managerial, IT system management, insurance, bank or non-bank brokerage, factoring, shipping

management, mailing) or for complying with legal obligations (accounting firms, lawyers, Regional Administration). Such data is not disclosed further. Staff members employed by our company or by companies that have a sales mandate can be aware of these data, as are the entities and subjects that provide the rescue service on ski slopes (such as the Red Cross, Local Health Authority, the rescue associations for ski slopes, etc.)

11.7 Data Controller

The Data Controller is Pila S.p.A. - Fraz. Pila 16 - 11020 Gressan (AO) whose legal representative is domiciled for the purpose at the address of the Data Controller. Joint Data Controllers (including the company itself which, for the purposes of this privacy statement, is specifically the Data Controller), pursuant to Article 26 of EU Regulation 679/2016, are: Pila S.p.A.; Cervino S.p.A.; Courmayeur Mont Blanc Funivie S.p.A.; Funivie Monte Bianco S.p.A.; Funivie Piccolo San Bernardo S.p.A.; Monterosa S.p.A. (the complete and updated list of joint Data Controllers with their respective contact details can be seen at the company's website: www.pila.it).

11.8 Data Protection Officer (DPO)

The Data Protection Officer (DPO) can be contacted by email at: privacy@dffsrl.com.

11.9 Rights of the Data Subject

Data Subjects may contact the Privacy Service at the Data Controller to verify their data and have them updated, rectified or added to, and/or to exercise other rights provided for in Articles 15 to 21 of the GDPR.

11.10 Right of access to personal data and other rights (Article 15 et seq.)

The data subject shall have the right to obtain from the data controller confirmation as to whether or not personal data concerning him or her are being processed and,

where that is the case, have access to the personal data and the following information:

- a) the purposes of the processing;
- b) the categories of personal data concerned;
- c) the recipients or categories of recipients to whom the personal data have been or will be disclosed, in particular recipients in third countries or international organisations;
- d) where possible, the envisaged period for which the personal data will be stored, or, if not possible, the criteria used to determine the period;
- e) the existence of the right to request from the controller rectification or erasure of personal data or restriction of processing of personal data concerning the data subject or to object to such processing;
- f) the right to lodge a complaint with the supervisory authority;
- g) where the personal data are not collected from the data subject, any available information as to their source;
- h) the existence of automated decision-making, including profiling, referred to in Article 22(1) and (4) and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for the data subject.

Where applicable, the data subject also has the rights provided in Article 16-21 GDPR (right to rectification, right to erasure ('right to be forgotten'), right to restriction of processing, right to data portability, right to object), as well as the right to lodge a complaint with the Supervisory Authority.

11.11 How to exercise rights

The data subjects concerned may at any time exercise their rights by sending one of the following:

- a registered letter with receipt advice to the data controller company;
- an email via certified email to the following address pilaspa@pcert.it.
- an email to the DPO at the address: privacy@dffsrl.com

Pila S.p.A.
THE MANAGEMENT