

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 the facilities for one of the reasons described in this section, the purchaser will not be entitled to any refund or compensation,

unless otherwise provided for by mandatory provisions in law.

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 112, 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:

1. Respect for others: every skier must behave in such a way as to not endanger other people or cause damage.
2. Mastery of speed: each skier must keep to a speed and behaviour appropriate for his/her abilities and for the general and weather conditions.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.

8. 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.
9. 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.
10. Compliance with obligations: skiers must comply with the obligations and prohibitions stated by signs.
11. Use of helmets: all children under the age of 18 and people with disabilities are obliged to wear a helmet. In cases where the type of disability impedes wearing a helmet, the sports doctor can issue a certificate to confirm such exemption.
12. Skiers who use the downhill skiing slopes must have valid insurance that covers their civil liability for damage or injuries caused to third parties
13. In case of accident: everyone is required to provide assistance in case of accident.
14. Identification: anyone involved in an accident or has witnessed one must provide their personal details.
15. It is forbidden to ski while intoxicated by alcoholic beverages or under the effects of drugs.

7.2 Violation of these rules can result in fines of between € 50,00 and € 1.000,00.

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.
- 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

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 website of Pila S.p.A., www.pila.it

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. 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. 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 company assets by monitoring the passages through turnstiles; 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. 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 S.p.A.
THE MANAGEMENT