



## PLOSE SKI S.P.A.

# GENERAL TERMS AND CONDITIONS OF SALE 'SUMMER 2024'

Valid from 15.04.2024 to 20.10.2024

### 1. Subject matter of the contract

1.1 These General Terms and Conditions of Sale govern the contractual terms and conditions relating to the purchase and use of tickets including single, return, family, repeat, day and multi-day tickets with unlimited use during the day (hereinafter referred to as 'tickets') and summer season tickets (hereinafter referred to as 'season tickets') for the Plose and Pfannspitze gondola lifts and the Palmschoss chairlift (hereinafter referred to as 'lift') operated by Plose Ski A.G. (hereinafter referred to as 'Plose'). The Plose gondola lift and the Palmschoss chairlift are also used to transport bicycles of all kinds.

1.2 With regard to the 2024 summer season, in addition to offering tickets for access to the lifts, Plose offers the option of purchasing a 'Summercard Unlimited' season ticket and using three different season tickets (myLiftcard, mySummercard and Summercard Unlimited), which are governed by the following conditions. The terms of use also apply to the my Liftcard and mySummercard.

### 2. Opening hours summer 2024

2.1 The General Terms and Conditions for the sale of tickets and season tickets apply to the regular summer season 2024, which begins on 18/05/2024 and ends on 20/10/2024. The lifts will operate during the following opening hours

Lift	Opening period	Timetable
Plose gondola	18/05-10/09	9.00-18.00
	11/09-20/10	9.00-17.00
Pfannspitze gondola	15/06-06/10	9.00-12.40 + 13.35-17.00
Palmschoss chairlift	15/06-06/10	9.00-17.00

### 3. Applicable prices for tickets

3.1 With regard to tickets, Plose offers different options for each lift for the 2024 summer season with corresponding tariffs, which are indicated below and are also published on the website [www.plose.org](http://www.plose.org)

PLOSE GONDOLA	JUNIOR (2006-2018)	ADULTS
Single ride	17,00€	21,00€
Go and return ticket	21,00€	26,00€
Family ticket	-	73,00€
Single ride repeat	14,00€	14,00€

PFANNSPITZE GONDOLA	JUNIOR (2006-2018)	ADULTS
Single ride	17,00€	21,00€
Go and return ticket	21,00€	26,00€
Family ticket	-	73,00€
Single ride repeat	14,00€	14,00€
Great Cinema (special night-ride + return journey during regular opening hours + breakfast)	54,00€	54,00€

PALMSCHOSS CHAIRLIFT	JUNIOR (2006-2018)	ADULTS
Single ride	13,00€	16,00€
Go and return ticket	16,00€	20,00€
Single ride repeat	11,00€	11,00€

DAY AND MULTI-DAYS TICKETS *	JUNIOR (2006-2018)	ADULTS
4 hours	26,00 €	37,00 €
1 day	31,00 €	44,00 €
2 days	49,00 €	70,00 €
3 days	66,00 €	95,00 €
4 days	79,00 €	112,00 €
4 in 7 days	88,00 €	125,00 €

*\*Holders of a valid Brixen Card receive a discount of € 5.00 on day and multi-day tickets.*

3.2 Children born after 1 January 2019 travel free of charge when accompanied by a paying adult.

3.3 Discounts are available for groups of at least twenty paying passengers.

4.4 Disabled persons get 50% discount on price list in case of 100% disability (only for single rides and go/return tickets).

#### **4. general terms and conditions of sale valid for tickets and season passes**

4.1 Season passes and tickets are obligatory and irreplaceable travel and transport documents with which their holders can be transported on the Plose lifts.

4.2 The subject of the contract is exclusively the transport of persons from the 'valley station' to the 'mountain station' and/or vice versa of each lift. Any other activity (trekking, mountain biking, etc.) is not the subject of the contract and is undertaken by each person exclusively at their own risk. The hiking trails and paths are not the property of the lift operator. In all cases, users are obliged to observe and comply with the 'Conditions of carriage' displayed at the entrance to the lifts.

4.3 The prices for the purchase of tickets may change in the event of exceptional fiscal, monetary, economic or social events.

4.4 A prerequisite for the purchase of season tickets is the presentation of a valid ID with a photograph and, when purchasing season tickets for additional family members, the presentation of the documents of each season ticket holder.

4.5 The season ticket is a personal document that is not transferable or exchangeable to another season ticket holder. Unused, partially used, maliciously damaged or suspended season tickets will not be replaced or refunded.

4.6 In the event of late opening and/or early closing of the lifts operated by Plose, no full or even partial refund of the purchase price will be made, with the exception of the provisions of Art. 6 for the 'Summercard Unlimited' season tickets.

4.7 The sale of season tickets is only possible during the period published on the website [www.mycard.bz.it](http://www.mycard.bz.it) and for the different ticket categories there may be different periods during which the purchase is possible.

4.8 A family is defined as a maximum of two adult family members (parents or grandparents) and all minor children (aged between 6 and 18) belonging to the family. If only one parent is registered at the registry office, the second parent can also live in a different municipality from the first parent and be included in the family card. One or both grandparents can be substituted for the parents on the family record.

4.9 If family members live in different municipalities, it is understood that the family's municipality of residence is the one in which most members live.

4.10 Passengers must show their ticket or season pass together with their identity document when requested to do so by the staff responsible at the lifts or by lift inspectors.

4.11 Any misuse will result in the immediate withdrawal of the ticket or season pass without entitlement to a refund. Tickets and season passes may also be cancelled or suspended by the persons responsible for inspection in the event of violations of national, regional or other laws. In the event of misuse of tickets and season passes involving children under the age of 6, the adult's combined tickets or season passes at the time of purchase will also be cancelled and/or confiscated. Any misuse will be penalised in accordance with the legal provisions and Plose reserves the right to take all steps to determine the civil or criminal liability (e.g. fraud pursuant to Art. 640 of the Swiss Criminal Code) of the perpetrator.

4.12 In the event of loss of day, multi-day and season tickets, a processing fee of EUR 10.00 will be charged for the issue of a replacement ticket.

4.13 The purchase of tickets and season tickets is not subject to the right of cancellation provided for in the Consumer Protection Act (Art. 47 and 59 of Legislative Decree 206/2005).

4.14 In addition to their function as a transport document on the lift facilities, tickets and season passes are also valid as receipts (D.M. 30/06/1992 and subsequent amendments and changes) and must be kept for the entire duration of the transport.

## **5. conditions of sale for myLiftcard and mySummercard season tickets (with special restrictions)**

5.1 The purchase of the myLiftcard (hereinafter referred to as 'Liftcard') includes one outward and one return journey per day for the entire summer season at a total price from €50 for juniors, €90 for seniors and €100 for adults. The mySummercard season ticket (hereinafter referred to as 'Summercard') is only sold in conjunction with the summer season ticket for Acquarena/Brixen at the Acquarena ticket offices during the periods and at the prices published on the website [www.mycard.bz.it](http://www.mycard.bz.it). The following restrictions apply to the aforementioned season tickets.

5.2 The Liftcard and Summercard are valid on all lifts operated by the Plose, are nominal and are only valid for one person. The price includes the possibility for the holder to transport one bicycle per person on the Plose gondola lift or the Palmschoss chairlift. Only one season ticket may be purchased per person.

5.3 The offer for the purchase of the Liftcard is limited to the period published on the website [www.mycard.bz.it](http://www.mycard.bz.it). The Liftcard can be purchased from 15.04.2024 to 16.06.2024. All tickets purchased online must be collected within 16 June 2024 at the sales points of the Plose gondola lift bottom station or at the Acquarena ticket offices during the applicable opening hours and any registration conditions. Collection after 16.06.2024 is no longer possible. If purchased tickets are not collected within 16.06.2024, they are considered cancelled and a refund of the purchase price can be requested within 20.10.2024 by email to [info@plose.org](mailto:info@plose.org).

5.4 The purchase of the Liftcard, the Summercard and the Summercard Unlimited does not give the holder any right of cancellation and/or no right to a full or partial refund for any reason whatsoever due to the particularly favourable price.

## **6. Conditions of sale for the Summercard Unlimited season tickets**

6.1 With the purchase of the Summercard Unlimited season ticket (hereinafter referred to as 'Unlimited'), the holder can make an unlimited number of daily return journeys on the Plose lifts during the summer season. The price, from 190€ for juniors and 250€ for adults, also includes the transport of one bicycle per person on the Plose cable car and the Palmschoss chairlift. The Unlimited is personal and nominal and can be purchased at the lift ticket offices throughout the summer season.

## **7. Conditions for the use of the BrixenCard and other guest cards**

7.1 The BrixenCard and other guest cards (hereinafter referred to as 'Cards') can be used on the Plose lifts. The conditions agreed for each Card apply. The holder of a valid BrixenCard is entitled to one free return journey per day on one of the lifts operated by the Plose. The price includes the transport of one bicycle per person on the Plose cable car or the Palmschoss chairlift.

7.2 The Card is a travel and transport document that is necessary and irreplaceable for the transport of the holder on the lifts. The Card is personal and non-transferable. Plose may refuse the use of the Card if it is used by the holder in an unauthorised manner.

7.3 The Card is not a product sold or issued by Plose and therefore does not entitle the holder to a full or partial refund from Plose for any reason whatsoever.

## **8. Final provisions**

8.1 The uninterrupted operation of all facilities during the entire summer season, as defined in Art. 2 and Art. 2.1, is not guaranteed, as this depends on certain factors beyond the control of the Operator, such as weather, snow and safety conditions, equipment failures, availability of energy sources, official regulations and obstructions due to other causes of force majeure or fortuitous events.

8.2 By purchasing and/or using tickets and season passes, the holder declares that they are familiar with and fully accept these General Terms and Conditions of Sale, which can be read at the points of sale and on the following website [www.plose.org](http://www.plose.org).

8.3 The personal data provided or shown when purchasing the myLiftcard, mySummercard and Summercard Unlimited or when accessing the lifts, including by presenting valid identification documents, is used solely for the purpose of verifying personal identity and the existence of the conditions for the application of the benefits provided. Personal data will not be stored, neither on paper nor in electronic form, except in the case of online purchases. The relevant information pursuant to Regulation (EU) 2016/679 on the processing of such data is published on the website [www.plose.org](http://www.plose.org)

8.4 In the event of discrepancies between the different language versions of these General Terms and Conditions of Sale, the terms and conditions indicated in the Italian version shall prevail.

8.5 The contract of carriage and these General Terms and Conditions of Sale are governed by Italian law; disputes regarding their validity and execution shall be settled exclusively by the judges of the Court of Bolzano.