

CONTRACTUAL CONDITIONS OF SALE OF SKI PASSES AND REGULATIONS FOR THE USE OF LIFTS AND SLOPES

Skiers and users of the ski lifts must observe the provisions of these regulations, the travellers' regulations posted at the lift departure point, the signs posted on the slopes and the terms and conditions of sale, as well as any other applicable legal provisions.

The use of the lifts may also be regulated by protocols, guidelines or government provisions to which skiers must adhere strictly. Appropriate information will be displayed at the ticket offices, at the lift departure points and on the vialattea.it website to help lift users comply with these provisions.

Skiing takes place in an environment characterised by changing natural or artificial conditions and is an activity that naturally carries a risk; the purchase of a ski pass and the use of the facilities imply knowledge of these conditions and risk eventualities and acceptance of all the terms and conditions of these regulations, without prejudice to the application of the general rules of caution. Parents must guarantee that minors are accompanied while skiing and using the facilities. Responsibility for assessing the existence of the requirements for the use of the ticket in relation to compliance with the laws on the use of cableways lies exclusively with the parents or those exercising parental responsibility over the minor. The same persons are also responsible for the assessment of the minor's physical and technical ability to use the lifts (including lowering the closing bar) and the slopes by minors, the liability for image-related damages resulting from accidents caused by the minor to themselves or to third parties, including Sestrieres S.p.A. a s.u., during the use of the lifts and slopes in the Vialattea area.

CONTRACTUAL CONDITIONS OF SALE OF SKI PASSES

- 1) The ski pass is a strictly personal document on which the name and surname of the user must be indicated; it cannot be duplicated, exchanged, transferred or altered. Should it be used in any way by a user other than the holder, it will be permanently withdrawn by the Sestrieres staff in charge of inspection or by the Public Authorities, and the holder shall be required to answer for its improper use in any court of law – including the criminal court – and shall have no right to reimbursement or replacement and may no longer benefit from any economic concessions that Sestrieres may implement in the marketing of its products. Sestrieres also reserves the right for the future not to sell ski passes to anyone who has misused one. The holder of the ski pass is responsible for its safekeeping.
- 2) If the ski pass has been purchased via e-ticketing (online purchase) and some of the details provided by the user turn out to be incorrect, it will not be possible to issue a replacement ski pass and obtain a refund for the ski pass purchased.
- 3) There will be no refund or replacement in the event of total or partial non-use of the ski pass for any reason not attributable to Sestrieres.

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4) In the event of loss, theft or non-use of the ski pass, for any reason, no refund will be granted. UPDATE: For 2 to 15 consecutive days ski passes, in the event of loss, a duplicate ski pass may be issued upon presentation of proof of purchase enabling the transaction to be traced (e.g. a photograph of the ski pass). An administrative fee of €10.00 could be applied.

5) The user of any ticket acknowledges that the evening closing time of the lifts indicated at the departure is mandatory.

6) Sestrieres cannot be held responsible if the traveller incurs expenses or suffers inconvenience in returning to the place of departure due to the closure of the lifts in accordance with the timetable or earlier for reasons of force majeure.

Caution!!! No extension of the ski lift operating times is envisaged.

7) The user of any ticket acknowledges that Sestrieres places the lifts managed by it and the slopes related to them and highlighted with signs at the ticket offices at the disposal of the user. The provision of the list of lifts does not, however, mean that Sestrieres is obliged to operate them all. It is always necessary to check the vialattea.it website for updates, which can also be found at the ticket offices and on the Vialattea Ski app.

8) The opening of the connections between the areas, the date and time of the opening and closing of the lifts and slopes and their full or partial closure, or the reduction in the daily opening hours or capacity of the lifts for technical reasons (breakdowns or the need for extraordinary maintenance work), weather and safety reasons (including wind above the speeds permitted, lack of suitable snowfall, poor visibility, the conditions of the snow or snowpack, the danger of avalanches that may affect slopes open to the public or the route of one or more lifts or even just to prevent skiers from accessing areas that have become dangerous), due to a lack of quality or quantity of snow, the presence of programmed snowdrifts produced or the morning grooming of the slopes, power failures, the closure of one or more access roads, strikes and, more generally, all reasons independent of the will and the activity of Sestrieres (including epidemics, unavailability of energy sources, measures of Public Authorities) are at the sole discretion of Sestrieres.

On days characterised by adverse weather conditions or low number of skiers, Sestrieres reserves the right to stop lifts that serve slopes already served by other lifts that are in operation.

For all of the above, the owner shall not be entitled to claim compensation or refunds, either due to changes in opening/closing dates and times, or due to partial or complete stoppages.

Pay close attention to announcements on lifts.

9) All the ski lifts and ski slopes of the ski resort of Montgenèvre which are located in France are managed by Régie des Remontées Mécaniques del Montgenèvre (RARM), the organisation responsible for the custody, maintenance and safety of the slopes, the operation of the lifts, rescue and the management of accidents. The user must comply with the regulatory provisions regarding the use of the ski lifts and ski slopes in force in France, and those specifically imposed by the

operator. Sestrieres cannot be held in any way responsible for any inability to use, or any limitation to the use of the ski lifts and ski slopes of the French resort of Montgenèvre, or for any damage suffered during their use or enjoyment, and the user shall not be entitled to obtain any refund, compensation or indemnity from Sestrieres for any cause, title or reason.

10) All the ski lifts and ski slopes of the ski resort of Bardonecchia which are located in the same municipality are independently managed by Colomion S.p.A., the only organisation responsible for the custody, maintenance and safety of the slopes, the operation of the lifts, rescue and the management of accidents. The user must comply with the regulatory provisions regarding the use of the ski lifts and ski slopes in force, as well as those specifically imposed by the operator. Sestrieres cannot be held in any way responsible for any inability to use, or any limitation to the use of the ski lifts and ski slopes of Bardonecchia, or for any damage suffered during their use or enjoyment, and the user shall not be entitled to obtain any refund, compensation or indemnity from Sestrieres for any cause, title or reason.

11) Minors: the parent must guarantee that the “minor” is accompanied while skiing. Responsibility for assessing the existence of the requirements for the use of the ticket in relation to compliance with the laws on the use of cableways lies exclusively with the parents or those exercising parental responsibility over the minor. The same persons are also responsible for the assessment of the minor's physical and technical ability to use the lifts, including lowering the closing bar and independently boarding and alighting, and the slopes. They are also required to take responsibility for any consequence or injury caused by the minor during the use of the lifts and slopes, even if this depends on the difficulty of the slopes, the difficulty of boarding and alighting the lifts, the weather conditions, temperature and conditions of the snowpack. Responsibility shall also be taken for image-related damages resulting from accidents caused by the child and affecting the child or third parties, including Sestrieres, during the improper use of the lifts and slopes in the Vialattea area.

12) Sestrieres cannot be held liable for any damage that occur to clothing or equipment while skiing or during the ascent of the lifts for reasons not attributable to it and not legally demonstrable. Consequently, no insurance cover is provided. Users are informed of the unavoidable risk of possible traces of grease/oil due to leaks of lubricants. especially on days when weather conditions are bad.

13) The user acknowledges that Sestrieres takes photographs and films throughout the ski area during the ski season, such as on the slopes and ski lifts and in related areas, which will be used for marketing and communication purposes on dedicated digital channels, and that their person may be visible or identifiable.

14) Prices may be adjusted in the event of an increase in VAT or further significant increases in the cost of electricity.

15) As a transport document required for access to the ski lifts, the ski pass fulfils the function of a tax receipt (Min. Decree 30/06/1992 and subsequent supplements and amendments) and must be kept for the entire duration of transport.

PROCEDURES FOR THE USE OF LIFTS

Regulations for passengers follow and can also be found posted at the departure station of each lift.

The principal regulations for passengers are listed below and may be extended by the Director of the service or the Person in charge of the service.

1) Passengers must obtain the required ticket before using the system. The ticket must be shown to the staff upon request.

- The ticket price includes the right to transport a small, non-intrusive item of luggage, to be carried by hand and of a size that allows the traveller to be correctly positioned in the vehicle, and the vehicle locking device to operate correctly.
- The carriage of other types of luggage or sports equipment is permitted, in accordance with the procedures established by the operator in agreement with the Director of the Service, details of which are available to travellers through the operator at the lift departure point, in such a way that it does not represent an obstacle or danger for passengers.
- The order of precedence for boarding is exclusively by the order of presentation at departure except for service personnel, surveillance and rescue personnel and for special cases approved by the Surveillance Authority.

2) Passengers are forbidden from talking to system staff, except in relation to service requirements.

3) Passengers must comply with the instructions given on the warning signs posted on the line and in the stations. They must also comply with the regulations issued by the Surveillance Authorities and observe all other special provisions issued by system personnel in order to avoid accidents.

4) Those who are clearly drunk or in an abnormal psycho-physical conditions, those who are not sufficiently protected in relation to the weather conditions, those carrying objects that prevent them from boarding the vehicles easily, as well as those whose condition or behaviour may jeopardise their own safety and that of other passengers, disturb passengers and disrupt public order, are forbidden from boarding.

5) In the case of chairlifts, the following must also be observed:

- The carriage of unaccompanied children is only permitted if they are at least 1.25 m tall, with the exception of children shorter than or equal to 1.25 m who can prove that they are at least 8 years of age. Accompanying persons may be: (I) those responsible (parents or legal guardians or other relatives appointed by them); (II) other persons to whom those responsible have temporarily entrusted the child (including ski instructors, mountain guides, friends); (III) those who

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undertake to accompany the child at the time of boarding. Those in charge and persons to whom the persons in charge have delegated their guardianship, even informally, must first assess the children's ability to use a chairlift, organise themselves accordingly and inform them about the rules of use and how to behave on the chairlift, also in the event of a stoppage.

- Stand on the boarding platform in accordance with the maximum number of seats allowed in the vehicle;
- Lower the locking bar of the vehicle immediately after boarding; if the passenger requires the assistance of staff for this manoeuvre, they must facilitate the operation;
- While on the line, maintain the correct position in the vehicle with your poles in hand, keeping an eye on your luggage and the position of your skis, which should be kept parallel and resting on the ski rest, when present, which is not intended to support the skier's weight;
- Before alighting, open the vehicle's locking bar only at the signpost located near the arrival station;
- Upon arrival, descend at the designated landing platform and quickly vacate the arrival station area, moving away along the downhill slopes or routes indicated.
- On chairlifts that are suitable for mixed transport, pedestrians and skiers must take their places in separate vehicles.

6) The transport of young children (infants aged 0 to 24 months) is permitted only with their parents on the cable cars that carry pedestrians, as indicated in the "Lift opening schedule".

Young children in early infancy must be transported by a parent (a parent may transport one young child only), using a safety harness that holds the child to the parent's body (e.g. "baby carrier"), on the front of the torso. The child safety harness must not interfere with the closing of the vehicle safety bar (in the case of transport by chairlift) and must not create situations of potential danger for other passengers in the same vehicle.

Responsibility for transporting a young child is always the sole responsibility of the parent, who must consider the health and characteristics of the infant, the suitability of their clothing and the equipment used for the trip, also taking into account the weather conditions, altitude, the possible stoppage of the lift, the possible evacuation of passengers from the line in the event of a breakdown - blockage of the lift. The parent must take all necessary precautions and watch out for their own safety, that of the infant being transported and of third parties. Access to cableways with infants is subject to the accompanying parent's possession of a ticket and the acquisition of a free ticket for the infant child.

7) In the summer season the transport of pets is permitted on all cableways that carry pedestrians.

In the winter season, the transport of pets is forbidden on cableways, which are intended for the transport of skiers only, as animals are not allowed on the ski slopes, both for the safety of the animals themselves and for that of skiers. In

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relation to the safety tests carried out and the potential interference with the ski slopes, the transport of pets during winter is permitted on the following lifts only:

- "Cesana - Ski Lodge" gondola
- "Sestriere - Fraiteve" gondola
- "Pattemouche - Anfiteatro" cableway
- "Cesana - Rafuyel" chairlift
- "Rafuyel - Sagnalonga" chairlift

Only pets can be transported, while the carriage of wild or dangerous animals is strictly forbidden. Each passenger may only accompany one animal.

Pets are allowed access to the transport system on condition that the size and type, as well as the transport system equipment, allow the traveller to transport the animal in complete safety, also taking into account the procedures envisaged for unloading the animal in the event of the activation of procedures to evacuate passengers from the line due to a failure - blockage of the cable system. Responsibility for the transport of the pet always lies with the owner/passenger travelling with the animal, who must take all necessary precautions and ensure their own safety and that of third parties.

The transport of the aforementioned animals may be limited or denied, at the sole discretion of the staff on duty, in the event of crowding or of any risk to passengers.

Furthermore, the animal's access may be delayed by the staff on duty for any reason that makes this appropriate.

A muzzle and lead (max. 1.5 metres long) are required for the transport of dogs, both of which are compulsory for all animals regardless of their size. Alternatively, they may be transported in a closed dog carrier. They may be transported on chairlifts and in cable cars only in a closed carrier.

If the animal soils or damages the vehicle or causes harm to persons or property in any way, the owner is obliged to pay compensation for the damage.

Access to cableways with pets is subject to the purchase of a specific ticket, with which the pet's owner or the person accompanying the pet declares compliance with the specific transport methods described above, assuming full responsibility.

The ticket is free of charge for small animals (indicative size limit of 50x30 cm) that can be carried in the arms of the owner/accompanying person. Medium and large animals exceeding the measurements indicated above require the purchase of a specific ticket.

The travel methods described above may be waived for assistance dogs (guide dogs for the blind and deaf, dogs trained to support disabled persons), dogs belonging to the armed forces, police, civil defence and fire brigades. Free travel tickets are issued for these categories of dogs.

8) Upon departure, passengers must stand in the positions indicated to them by the agents.

9) While on the line, passengers are forbidden from:

- causing the vehicles to sway in any way;

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- travelling on the vehicles in an incorrect position;
- opening any vehicle locking and securing devices;
- extending or throwing objects of any kind from the vehicle;
- boarding or alighting the vehicles;
- smoking while travelling.

10) While in the stations, passengers are forbidden from:

- accessing the boarding platforms and the system and, in particular, boarding the vehicle in the absence of the attendant, with the exception of remote-controlled or automatically operated systems;
- following non-prescribed routes in the stations and tampering with any of the system's devices;
- smoking.

11) In the event of evacuation of passengers on the line, they must pay attention to announcements. Passengers must wait for the evacuation staff while maintaining their normal position in the vehicles.

12) Passengers who are unfamiliar with the lift's transport system must notify the lift staff and request appropriate instructions. At the request of those concerned, staff will slow down the system or stop it to facilitate boarding and alighting.

13) Snowboarders on ski lifts must keep their back foot unhooked from the board during the ride.

14) Passengers wearing "air bag" type avalanche protection devices must deactivate this device before using the lifts.

15) Passengers who fail to comply with the regulations set out in the previous articles will be held liable for any damage caused to the operator, other passengers and third parties.

16) Failure to comply with the regulations brought to the public's attention by means of special signs posted by the operator both in stations and on the line, which may seriously jeopardise the safety of passengers and agents or cause damage to the system, will be reported to the judicial authorities by the agents in charge of the service, if the breach constitutes one of the offences envisaged by articles 432 and 650 of the Italian Criminal Code. For less serious offences, offenders will be prosecuted in accordance with art. 18 of Presidential Decree 753/80.

17) The carriage of disabled travellers requires prior planning by the operator. If, due to the nature of their disability, the person requires assistance or aids, they must check the possibility of making the trip and its modalities with the operator before purchasing the ticket. If the disabled person uses specific aids, they may use the lifts in the district for which they can prove that they are compatible. Such proof may include approval or certification issued by a recognised body. If the aid is not approved or certified, the person intending to use the lifts must contact the operator at least one day before the trip in order to verify the compatibility of their aid with the transport, by means of an on-site test if necessary.

18) Any complaints by passengers regarding the service must be sent to the Surveillance Authority, indicating the exact address of the complainant, without

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which they will be considered anonymous, and no further action will be taken, other than registration in the complaints register kept at the departure station and made available to the public.

SKIER'S OBLIGATIONS REGARDING SAFETY AND LIABILITY

Skiers and users of the lifts must comply with the provisions of current regional and national laws and, in particular, the provisions set out in Legislative Decree no. 40/2021 and Regional Law no. 2/2009, as well as the "Skier's Code of Conduct" approved by Ministerial Decree 20/12/2005, of which they declare knowledge.

Among the aforementioned obligations, the most significant are listed below:

- The operator is in no way responsible for accidents that occur on off-piste routes or ski itineraries even if they are served by ski lifts, nor during competitions and training. Skiing and any activity related thereto carried out beyond the delimitations placed at the edges of the slopes and disregarding the signs and instructions posted by the manager is at the user's sole risk and peril. In the event of personal accident or damage, or injuries caused to third parties, the user shall remain solely responsible for the accident caused, and any burden, of any nature whatsoever, also relating to rescue, shall be borne by said user.
- The operator is in no way responsible for accidents caused by skiers who do not observe the rules of conduct prescribed by law and regulations.
- The downhill ski slopes are open to the public from fifteen minutes after the opening time of the lifts serving them until fifteen minutes after their closure. From the time the ski lifts close and until they reopen, skiing and using the designated slopes by any means, including skis or snowboards, is strictly forbidden.
- Skiers are obliged to have adequate psycho-physical preparation to prevent the risks connected with skiing and activities that are intrinsic to the environment in which they take place.
- Use of the ski slopes is conditional upon the user having insurance for damage and injury that they may cause to third parties, including the operator.
- Skiers are obliged to show their tickets in accordance with the operator's instructions.
- Skiers are required to comply with the indications imposed by the signs and are obliged to behave with specific prudence and diligence appropriate to the situation on the slope, its characteristics and their own aptitudes and abilities, so as not to endanger their own safety or that of others, or cause damage to persons and property.
- Users are expressly forbidden from altering or removing safety signs and equipment.
- Skiers must refrain from skiing down slopes that are more difficult than they are capable of and adapt their pace to the type of slope, to their own abilities, to the condition of the equipment used, which must be kept in good working order, to

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the environmental conditions, to the state of the piste and the snowpack, to the crowding of the slope and to the visibility when skiing down the slope.

- In any case, the presence on the slopes of signs, even if damaged by the wind, of stones, branches, icy patches or irregularities in the snowpack caused by changes in environmental and weather conditions, daily wear and tear or partial grooming of the slope are not to be considered obstacles; it is up to the skier alone to ensure that such situations do not represent a hazard.

- In order to access slopes characterised by a high level of difficulty and a gradient of more than 40 percent, marked as a black slope, the skier must possess a high level of physical and technical ability. Speed must be particularly moderate in sections where the view is not clear, near buildings or obstacles, at crossroads, at forks, in fog or mist, in the case of poor visibility or crowding, at bottlenecks and in the presence of beginners. Generally speaking, skiers must behave in such a way as to be able to cope with the dangers associated with skiing and the perils of the mountain environment; they must also adopt a line of descent such as to avoid collisions, interference and danger with the skier ahead downhill, as well as situations causing themselves or third parties to leave the slope and to run into potentially dangerous situations.

- Skiers entering a slope must give precedence to those already on it and must ensure that they can do so without danger to themselves or others; skiers who are stopping must avoid endangering other skiers and move to the edge of the slope, and must not stop at crossings, near bumps or in places where there is no visibility.

- The skier uphill must maintain a direction that allows them to avoid collisions, interference and danger to the skier downhill. In the event of falls or accidents, skiers must promptly clear the slope, moving to the side of it, signalling the presence of an injured person with appropriate means. When stopping at mountain refuges or in other areas, skiers must place their equipment outside the skiing area in such a way as to avoid hindering or endangering others.

- A skier intending to overtake another skier must ensure that there is enough space and that there is sufficient visibility; overtaking may be done either uphill or downhill, on the right or on the left, at a distance such as to avoid blocking the path of the skier being overtaken.

- At junctions, skiers must alter their course and reduce their speed in order to avoid contact with skiers coming from another direction or from another slope; when approaching a junction, the skier must take note of a skier coming from another slope, even if they are ahead of the other skier; a skier entering a slope or starting again after stopping must ensure that they can do so without danger to themselves or others.

- In the event of an accident, everyone is obliged to provide the necessary assistance to the injured person, notifying the operator immediately,

- When practising downhill skiing, snowboarding and telemark skiing, it is compulsory to wear an approved protective helmet.

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- Descending the slopes on foot or by means other than skis, in their various forms, is forbidden. Specific skiing equipment for use by disabled persons is permitted. Skiers may go back up the slopes on foot in cases of absolute necessity, and in this case the ascent must always take place at the edge of the slope, taking care to avoid any risks to the safety of skiers and in compliance with any prescriptions adopted by the person in charge of the slope, giving way to skiers and to the mechanical equipment used for the service and maintenance of the slopes and lifts, allowing them to circulate easily.
- Everyone, with the exception of those identified by the organisers, is forbidden from going beyond the marked limits, stopping on or moving along the competition slope during competitions.
- Skiing in a state of intoxication as a result of the use of alcohol or toxic substances is forbidden.

SKIER'S CODE OF CONDUCT **(ANNEX 2 OF THE IMPLEMENTING DECREE OF THE MINISTRY OF** **INFRASTRUCTURE AND TRANSPORT 20.12.2005)**

Rules of behaviour that must be observed by users of ski slopes also in order to avoid civil and criminal consequences.

1. Respect for others. Every skier must behave in such a way as not to endanger other people or cause damage.
2. Control of speed and behaviour. Every skier must maintain a speed and behaviour appropriate to their ability as well as to the general conditions of the slope, a clear view, weather and intensity of traffic.
3. Choice of direction. The skier uphill who has the choice of direction must maintain a direction that avoids the risk of collision with the skier downhill.
4. Overtaking. Overtaking may be carried out (with sufficient space and visibility), either uphill or downhill, on the right or on the left, but always at such a distance as to avoid blocking the path of the skier being overtaken.
5. Entering and crossing. A skier entering a piste or starting again after a stop must ensure that they can do so without danger to themselves or others; at a crossing they must give way to those coming from the right or in accordance with directions.
6. Stopping. Skiers must avoid stopping, except when necessary, in compulsory passages or where visibility is poor. Stopping must take place at the edge of the slope. In the event of a fall, the skier must clear the slope as quickly as possible.
7. Ascent. In cases of urgent necessity, skiers ascending or descending the slope on foot must do so only at the edge of the slope.
8. Respect for signs. All skiers must respect the signs provided for ski slopes and particularly the helmet requirement.
9. Rescue. Everyone must provide help in the event of an accident.
10. Identification. Anyone who is involved in or witnesses an accident is obliged to give their personal details to the rescue services.

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PRIVACY POLICY

Privacy policy pursuant to art. 13 and art. 14 of EU Regulation no. 2016/679 (GDPR). Pursuant to articles 13 and 14, EU Reg. 2016/679 (hereinafter "GDPR") and in relation to the personal data of which it comes into possession during the fulfilment of this contract, Sestrieres S.p.A. informs the Contracting Party (hereinafter also the "data subject") as follows:

a) The data controller is Sestrieres S.p.A. with registered office in Piazza Agnelli 4 - 10058 Sestriere (TO), tax code and VAT number 00941880015. The Data Protection Officer (DPO) appointed by Sestrieres S.p.A. a s.u. is Spaziottantotto S.r.l., which can be contacted at dpo@spazio88.com. Requests must be sent to privacy@vialattea.it or to the following number +39 0122.799.411.

b) The personal data processed are personal details, special data (e.g. relating to health for the issue of special ski passes and also for reimbursement by insurance companies in the event of an accident), contact details, bank details (if applicable), image-related data (video surveillance, ski pass photos, data and images collected by rescuers while handling an accident within the facilities, data related to the handling of insurance claims if applicable), data relating to access and movements within the ski resort (geolocation using RFID technology).

c) The processing of personal data is aimed at:

- The issue and fulfilment of the Skipass Sales Contract and the use of the facilities. The legal basis of the processing consists of the enforcement of the obligations arising from the agreement in force.
- The Controller's fulfilment of legal, administrative, accounting and fiscal obligations. The legal basis of the processing consists of the fulfilment of the legal obligations to which the holder of the processing is subject.
- Guaranteeing emergency rescue, including subsequent insurance reimbursement activities, and every other activity related to the accidents. The legal basis of the processing consists of the need to defend a vital interest of the person rescued, to pursue a public interest relating to the protection of life and physical safety.
- Sending commercial information, various documents from Sestrieres S.p.A. or its commercial partners, performing marketing activities or market research. The legal basis of the processing is consent; the provision of contact details is optional.
- Sending commercial information deemed to be of particular interest to the Contracting Party, based on the use of the skipass and other profiling information, collected through the website, the VialatteaSki app and the webshop for example. The legal basis of the processing is consent; the provision of contact details is optional.

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- Collecting data on the use of the facilities (passages through turnstiles and security video cameras) both to ensure that only those entitled to access the facilities actually do so (checking the picture on the ski pass, if necessary) and also for reasons related to the security and smooth operation of the facilities. To this end, RFID and VIDEO SURVEILLANCE detection systems are installed on the facilities. The legal basis of the processing consists of the legitimate interest of the holder of the processing.

All the data may also be processed if it is necessary to ascertain, exercise or defend a right of the Holder in or out of court on the basis of a legitimate interest.

d) The provision of the data is an essential condition for entry into and fulfilment of this contract and is therefore deemed necessary. Consequently, if the data requested are not provided, the contract cannot be finalised.

e) Processing may be carried out with or without the aid of electronic or automated tools in compliance with the provisions of the Code and the GDPR, guaranteeing the security and confidentiality of personal data. The detection of passages through the turnstiles, in particular, will be carried out automatically by the system contained within the ticket (RFID label) and on the turnstile itself (RFID antenna). This detection will make it possible to indicate the geographical location of the person by means of an electronic communication. This information may be combined with personal identification exclusively for named passes, and may be made available to the ticket holder. Access to the system may also be reserved to persons authorised by Sestrieres S.p.A. for the sole purpose of verifying the quality and technical operation of the service.

f) The processing is carried out by persons authorised to process data under the direct authority of the Data Controller or by designated data processors, i.e.: professionals, consultants or independent companies operating on behalf of the Data Controller (e.g. the web agency that manages the contents and maintenance of the website, those responsible for managing IT systems, the rescue service, etc.) for the purpose of fulfilling the corresponding contract. The updated list of data processors is available to the data subject upon request, to be addressed to the Data Controller at the e-mail address indicated in this policy. Moreover, without prejudice to the communications to third parties that are compulsory by law for administrative, accounting and tax purposes, the personal data acquired, excluding any unnecessary details, may be communicated to: (I) Other companies that manage part of the district in non-Italian territory, (II) Rescue service providers, (III) Banks (for the payment methods adopted), (IV) Insurance companies (to insure the user and for reasons related to potential claims), (V) Independent professionals (e.g. for lawsuits, disputes, claims, etc.) bound by professional secrecy, (VI) Competent authorities in the exercise of their functions or for public interest.

g) No data will be distributed.

The Personal Data is stored by the Controller within the European Union ("EU"). The Data Controller may need to transfer data to suppliers based in countries outside the European Union. In this case, the Controller will ensure that the

information is properly and adequately protected, in compliance with the principles indicated in articles 45 and 46 of the GDPR, entering into legal agreements governing the transfer of information and providing adequate guarantees, where appropriate.

h) Personal data will be kept for the period strictly necessary to provide the services and to pursue the specific aims of the processing, until the expiry of the legal limitation period, also to protect the interests of the Data Controller in and out of court. Moreover, the Data Controller may be obliged to retain personal data for a longer period in compliance with a legal obligation or by order of an Authority. At the end of the retention period, all personal data will be deleted. Therefore, beyond such term, the rights of access, deletion, rectification and portability of the data can no longer be exercised.

i) The Data Subject may, at any time, exercise their rights (access, rectification, erasure, restriction, portability, objection, absence of automated decision-making processes) when envisaged in relation to the data controller, pursuant to articles 15 to 22 of the GDPR (available at the following link [https://eur-lex.europa.eu/legal-](https://eur-lex.europa.eu/legal-content/IT/TXT/HTML/?uri=CELEX:32016R0679&from=IT#d1e2168-1-1)



[content/IT/TXT/HTML/?uri=CELEX:32016R0679&from=IT#d1e2168-1-1](https://eur-lex.europa.eu/legal-content/IT/TXT/HTML/?uri=CELEX:32016R0679&from=IT#d1e2168-1-1)); lodge a complaint with the Privacy Authority (www.garanteprivacy.it); where the processing is based on consent, withdraw said consent, bearing in mind that such withdrawal of consent shall not affect the lawfulness of the processing based on the consent in place before the withdrawal. The aforementioned rights may be exercised by sending a request to the Data Controller through the channels indicated in this notice. The Data Subject who requests the deletion of their data must acknowledge that their data will not be actually eliminated, but rather made anonymous and used for statistical purposes only. Requests regarding the exercise of the user's rights will be processed without undue delay and always within one month of the request. Requests concerning objection to the receipt of informative and commercial communications will be processed as quickly as possible, subject to the applicability of technical timeframes that may involve the receipt of communications following the exercise of personal rights. Only in cases of particular complexity and number of requests may this deadline be extended by a further two months.

j) Please note that the pass is personal and non-transferable and that it must be kept safe to prevent others from using it. It is assumed that the person using the identification number is the holder or another person authorised by them. Sestrieres declines all liability for any improper or fraudulent use.

k) For ski passes issued to minors, it is the responsibility of the person exercising parental responsibility to grant authorisation for the processing of the data, particularly in consideration of the aforementioned conditions of sale.

In the event of discrepancies between the linguistic versions of these sales conditions, the Italian version shall prevail.

SESTRIERES S.p.A. a s.u.

**Società soggetta all'attività di direzione e coordinamento
di Euro Horizons Management LTD (UK)**

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