

Soc. Lagazuoi S.p.A.

General Terms & Sales Conditions Summer 2022

1. The following General Terms and Sales Conditions represent the contractual conditions governing the purchase and the use of the tickets issued by Lagazuoi S.p.A.
2. Lagazuoi S.p.A. acts in its own interest and is responsible for the management and operation of the Falzarego – Lagazuoi cable car. Lagazuoi S.p.A. and the users are therefore the sole and exclusive contracting parties to the present agreement.
3. The ticket is a strictly personal document. The period of its validity cannot be changed.
The tickets on sale will be accepted during their period of validity but are subject to restrictions imposed by law. The quota limits of the cable car and access modalities will be managed according to the specifications of the regulatory requirements. Users acknowledge that the legislation regulating access and/or use of the lift facilities may change during the summer season. They expressly accept that the use of the cable car may be subject to possession of a valid Covid-19 Green Certificate (Italian "Basic Green Pass" or Reinforced COVID-19 Green Certificate) or may otherwise be subject to restrictions or conditions such as compliance with quota limits, a limited number of tickets on sale or the obligation to make a reservation. For this reason, it may be necessary to collect the personal data of each user for the ticket sales, to activate them daily on checking the validity of the COVID-19 certification, or to otherwise adjust the usual ways of ticketing to comply with legal obligations. The tickets, their issuance and use may vary according to the regulations in force.
4. The summer season starts on 1st June 2022 and will end on 23rd October 2022, although the opening date may be postponed and/or the closing date may be put forward due to the current health emergency. The ticket is valid for the selected day during the whole summer season, which extends over the period specified above, and its acceptance at the operating cable car is guaranteed. Any closure of the cable car will be at the discretion of Lagazuoi S.p.A.
5. In order to benefit from the special rates in accordance with the terms explained in the respective information leaflets and on the www.lagazuoi.it web site, interested individuals must provide valid IDs (not replaceable by self-certification or similar procedures), attesting the possession of the requirements entitling them to the discounts offered.
6. When purchasing tickets for minors, the accompanying adult declares that he or she is aware of the civil liabilities related to the supervision of minors, including during their use of the cable car, and acknowledges the provisions laid down in the code of conduct as specified by Law no. 363/2003 (and subsequent amendments and additions), as well as all others - inclusive of those issued by local authorities at a provincial or regional level - regulating the matter in question. Minors use the lift facility under the exclusive liability, control and supervision of an adult.
7. The cable car operator is not responsible or liable either for damages arising from improper use of their facility or for the consequences of card holders' incorrect or illicit behaviour during their presence at the cable car facility and its surrounding areas. Strict compliance is required with the Facility User Guidelines on display at the valley station of the cable car.
8. Tickets and identification documents must be shown at the request of the staff operating the facility or of the inspectors.
9. Ticket holders understand and accept that any improper or incorrect use of their ticket will lead to its immediate withdrawal, annulment or suspension. Any abuse will be prosecuted according to law and through any legal action or proceeding deemed necessary or proper for ascertaining the offender's penal (e.g. for fraud – Art. 640 of the Italian Penal Code) or civil liability.
10. Tickets not used at all or only partially used, withdrawn, annulled, suspended or deliberately damaged will not be substituted or reimbursed. In case of restrictions concerning the use of the cable car as a result of restrictive regulations (e.g. compliance with quota limits, obligation to make reservations, possession of an Italian "Basic Green Pass" or Reinforced COVID-19 Green Certificate) no refund or reimbursement will be granted to the users, who therefore assume all related risks. No discount, refund or withdrawal will be granted, for instance, for the lack of a valid Covid-19 certification, absence of a reservation or excess of the quota limit.

11. The ticket is an indispensable and irreplaceable transport document for the transportation of the card holder on the cable car, as described in Art.1. Tickets are never replaced or refunded. The object of the contract is exclusively passenger transport with the Falzarego-Lagazuoi cable car from the valley station to the top station and/or vice versa. Any other activity (trekking, mountain biking, etc.) is not part of the contract and is entirely at the user's own risk. The freely accessible paths and trails are not owned by Lagazuoi S.p.A., which does not manage or check them or provide maintenance and thus does not assume any responsibility for their use.

12. The ticket, being a transport document necessary to access the cable car, serves the function of a tax receipt (Ministerial Decree of 30/06/1992 and subsequent amendments and additions) and must be retained for the entire duration of the cable car ride.

13. No guarantee is given that the Falzarego-Lagazuoi cable car will be open and in uninterrupted function during the entire summer season, as stated in point no. 4 above. The operation depends on factors beyond the control of the operator, such as weather, security and safety conditions, failure or damage to the lift facility, energy blackouts, instructions or indications issued by authorities and other causes of force majeure or unforeseeable circumstances. Given the current health emergency and the resulting changes in rules and regulations affecting individual activity and freedom (including transport), the decisions regarding the opening and closing dates and the timetable of the cable car are made on a daily basis.

14. The ticket price may vary due to intervention by fiscal, monetary, economic or social authorities.

15. By purchasing and/or using the ticket, the document holder expressly acknowledges the content and entirely accepts the prevailing General Conditions of Sale, available at the points of sale.

16. Ticket holders understand and accept that in the case of contrast or differences between the present English version of the terms and conditions and their Italian text, the latter has to be considered as the prevailing and as the only binding one.

17. These terms and conditions, as well as the provisions of the transportation agreement, are governed by and will be construed in accordance with Italian law. Ticket holders also acknowledge and accept that all disputes potentially arising with respect to the validity and the execution of the transportation agreement and with respect to the present terms and conditions will be subject to the jurisdiction of the courts of Belluno.

18. Precautionary measures concerning the current epidemic: Lagazuoi S.p.A. is committed to adopting all the most appropriate measures to help contain the contagion. Equally essential is the individual behaviour of users, who must scrupulously comply with the prescriptions and advice of the Authorities. As a result, you are forbidden to use the lifts if you cannot comply with the regulations and specifications, if you have any of the typical symptoms of the SARS-CoV-2 virus or if you lack the required personal protective equipment, where mandatory. Any form of liability on the part of the facilities' operators in the event of infection is therefore excluded.

Any changes will be posted immediately on the dedicated Lagazuoi.it website, followed by a new version of these General Terms & Sales Conditions, valid from the moment of publication for all subsequent purchases.

Cortina d'Ampezzo, 16th May 2022