

GENERAL TERMS & CONDITIONS OF SALE

GENERAL TERMS & CONDITIONS (ONLINE PURCHASE)

1. The following General Terms and Conditions of Sales represent the contractual conditions governing the purchase and the use of the E-Tickets issued by the operator of the ropeway installations on the Plose. E-Tickets are transport documents, enabling their holders to use the gondola lift PLOSE and the gondola lift PFANNSPITZ during the regular opening hours of daily operation as published on the website www.plose.org. They do not apply to special transports such as sunrise rides or evening events.
2. E-Tickets (Online Purchase) are not personal and transferable. Its validity covers exclusively the summer season in which it was issued for. Prams and dogs are transported free of charge. Bicycles are transported free of charge on the gondola lift PLOSE. No bicycle transport is provided on the gondola lift PFANNSPITZ.
3. In order to benefit from the special rates for Juniors and Children, at the entrance to the lift installations interested individuals must provide valid ID's (not replaceable by self-certification or similar procedures), attesting the possession of the requirements entitling to the provided discounts, in accordance with the indications contained in the price lists available at the sales offices or on the web site www.plose.org.
4. In case of purchase of E-Tickets for minors, the accompanying adult declares that he/she is aware of the civil liabilities related to the supervision of minors, also during their use of the lift system facilities, and acknowledges the provisions laid down in the code of conduct provided for 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 - in order to regulate the subject matter in question. The use of lift system and by minors will occur under the exclusive liability, control and supervision of the adult companion.
5. Upon request of both the staff operating the facilities as well as the control inspectors, E-Tickets must be shown and the holder must consent his/her identification. After the check has been carried out, it is not possible to exchange the ticket for another one or to extend or postpone its validity.
6. In case some of the information provided by the applicant during e-ticketing system (online purchase) result incorrect - therefore requiring a Ticket to be issued - an amount of € 10.00 (ten) will be charged as administration fee for any pass issued in substitution. The purchase of an E-Ticket is not subject to the right of withdrawal provided by Consumer Protection Law (art. 47 and 59 legislative decree 206/2005).
7. Owners and operators of lift system facilities are not responsible or liable neither for damages arising from improper use of their facilities nor for the consequences of card holders' incorrect and illicit behavior performed during their attendance at the lift system facility and the hiking trails and its surrounding areas. Strict compliance is required with the Facility User Guidelines as on display at the point of departure of all facilities.

8. Pass holders understand and accept that any improper or incorrect use of the Ticket will lead to its immediate withdrawal, annulment or suspension. In the event of misuse of free Tickets granted to children under 8 years of age the free Ticket and the correspondingly linked adult Ticket will be blocked and/or withdrawn. Tickets may also be withdrawn or suspended by personnel of the competent controlling authorities in case of any violation of provisions set by national, regional or local regulations. Any abuse will be prosecuted according to law and through any legal action or proceeding deemed necessary or proper for ascertaining the offender's criminal (e.g. for fraud – art. 640 of the Italian Penal Code) and civil liability.

9. In case the Ticket is not used at all or only partially used, withdrawn, annulled, suspended or deliberately damaged, no substitution will occur and no right to refund or reimbursement will be acknowledged.

10. Lost E-Tickets are eligible for replacement within their validity period. In order to prevent improper use by third parties, holders will have to apply for substitution by presenting a valid ID and the purchase attest to Plose Ski SPA. Replaced Tickets will be valid right after the validation of the substitution request. An amount of € 10.00 (ten) for administration fees and office costs will be charged, which will not be refunded, even in instances where the original document is subsequently found.

11. The E-Ticket, being a transport document necessary to access the lift system facilities, serve 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 lift system facilities' use.

12. No guarantee is given that all lift system facilities will be open and in uninterrupted function nor that all hiking trails will be accessible and usable during the entire season, as defined in point no. 1 and 2 above. Facilities' operation, offers'accessability and trails's use depend on factors beyond the control of their owners or operators, such as – for example – weather, security and safety conditions, lift facility failures or damages, energy blackouts, instructions or indications issued by authorities and other causes of force majeure or unforeseeable circumstances.

13. Visitors hike exclusively at their own risk. Hiking routes are to be chosen and speed must be adapted to the visitor's personal skills and abilities. Hikers have also to take into proper account terrain conditions, visibility, meteorological conditions, indications provided on signposts as well as operation time of lift system. Visitors are, moreover, bound to observe all provincial and regional regulations in force and those displayed at the lift system facilities. In instances where accidents occur first aid assistance and transport may imply a cost charge.

14. The price of the E-Ticket may vary due to intervention by fiscal, monetary, economic or social authorities.

15. By purchasing and/or using the E-Tickets, the document holder expressly acknowledges the content and entirely accepts the present General Sales Conditions, available at the points of sale and on the web site www.plose.org. Customers must observe the generally applicable rules of conduct in the hiking area. In all other respects, the general transport conditions of the Autonomous Province of Bolzano apply.

16. Ticket holders understand and accept that in 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 the laws of Italy. Pass 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 Bolzano/Bozen.

Edition: Summer Season 2020 | Subject to possible changes