

CONDITIONS, GUARANTEES AND BENEFITS SKI ANDORRA SEASON PASS 2021-2022

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1. OBJECTIVE

- 1.1. The General Contracting Conditions (hereinafter, "General Conditions" described below are intended to regulate the sale of the 2021-2022 season ski pass (hereinafter, "the ski pass") by the Ski Andorra Association (hereinafter, "Ski Andorra") at the Ski Andorra office.
- 1.2. By acceding to the purchase of the pass, you will become a Client.
- 1.3. The General Conditions complete and develop, provided they are not in opposition, the Terms and Conditions established for the purchase of season ski pass. These General Conditions will always be available to the Clients on the Ski Andorra website: <https://skiandorra.ad/imatges/contingut/190/ang-condicions-del-forfet-de-temporada-ski-andorra.pdf> to be consulted, downloaded or printed at the client's convenience.
- 1.4. Acceptance of these General Conditions is an essential requirement for the provision of the product by Ski Andorra. The Client declares to have read, understood and accepted these General Conditions readily available to them at all times, prior to purchase and after acquisition of the ski pass. At the time of the purchase transaction, the Client declares to know the Terms and Conditions, accepts and agrees to be bound by them in the same manner, for all purposes, as if they had received them by hand.
- 1.5. The purchase of the ski pass implies, in the same manner, the Client's acceptance of all the notices, regulations of use and instructions that are made available to them and made known to them by Ski Andorra after the acceptance of these General Conditions.
- 1.6. In the event that a potential Client does not agree to any points established in the present General Conditions, they must not complete the purchase transaction.

2. GENERAL CONDITIONS FOR USE OF THE SEASON SKI PASS

2.1. General conditions for use of the ski pass:

- a) The season ski pass is the exclusive property of Ski Andorra. It is personalized and non-transferable and subject to the Law on Ski Resorts and Cable Transport Installations (BOPA 06/12/2000). The season ski pass grants to the issued person, the holder, the right to use the mechanical ski-lifts, the ski slopes and

all other installations in the skiable domain during operating hours to the public, within the season for which it is issued.

- b) Any physical alteration of the season ski pass or use of the ski pass by anyone other than the issued holder is considered fraud committed by the carrier and the holder, except in cases of loss or theft, which must be proven by an appropriate official report. In all other cases, fraud will lead to the confiscation of the pass, cancellation of its validity and a fine or official report to the police, without prejudice to any civil and criminal liability incurred.
- c) Any accredited person at any of the ski resorts in Andorra can ask for verification of the ski pass. The management of the skiable domains, through their staff, reserves the right to restrict access to the installations, and even suspend season ski pass ~~it~~ if considered appropriate for safety reasons. Equally, it can cancel the season ski pass if the client or holder endangers other people or property, does not fulfil their obligations relating to the use of installations or, in general, behaves inappropriately. In any of these cases, there will be no right to compensation.

By purchasing the season pass, the client accepts the internal conditions of the ski resorts.

2.2. Lost or Stolen

- a) If the pass is lost or stolen, the holder or purchaser of the season ski pass must immediately inform Ski Andorra in order to cancel it.
- b) Ski Andorra reserves the right ~~whether~~ to issue a duplicate pass or not. Each case will be studied individually.
- c) If Ski Andorra agrees to issue a duplicate season pass, this will be done at Ski Andorra's offices and the client must pay 20€ towards materials and handling.

2.3. Forgetting the season pass to access the station

- a) If, for whatever reason, the Client does not have the season pass with them while at the ski resort, i.e. having forgotten it at home, no guest pass will be provided.
- b) The Client must make a request for a duplicate at the SKI Andorra office.

2.4. Faulty pass

- a) If the pass is damaged, torn or does not work due to a faulty chip, Ski Andorra will issue a duplicate without charge and retain the faulty pass.
- b) If the client is at the ski resort and finds that the pass does not work, they must take the pass to the ticket office at the resort in order to identify the problem.
- c) As a temporary solution for that day, the ski resort will issue a day pass so that the client can ski. The season pass must be left on hold at the ticket office for collection after skiing, and the client will then need to arrange for a duplicate at the Ski Andorra offices.

2.5. Seasonal ski insurance

- a) It is recommended to purchase the seasonal ski insurance by *Crédit Assegurances Vida* offered by the resorts before the first use of the ski pass.
- b) Please click on the link provided for details about the insurance coverage:
<https://skiandorra.ad/imatges/contingut/191/eng-annex-asseguran-a-acc-forfait.pdf>
- c) Ski insurance costs 59€ and can be purchased at the same time of the ski pass purchase.

3. SEASON PASS 2021-2022 ACQUISITION SERVICES

1.1. Contracting procedure and time of completion of the sales agreement.

In accordance with the provisions of current Andorran legislation on contracting in the digital space and consumer protection, Ski Andorra informs Clients, regarding the sale of the ski pass by Ski Andorra, that:

- a) To sign the contract for the sale of the ski pass, the Client will have to access the Ski Andorra office domiciled at C / del Valira, 2, ground floor, AD 500, Andorra la Vella (Principality of Andorra).
- b) The fraudulent use of a card that is not owned by the User will be considered fraud, the User being solely responsible to the cardholder and to third parties in regards to the consequences derived from the fraudulent use and guaranteeing the indemnity of Ski Andorra in this context.

- c) The price will be paid exclusively through the means of payment offered by Ski Andorra.
- d) The payment service by credit and/or debit card will be directly provided by the issuing entity and, where appropriate, the corresponding credit entity. The charge to the Client's credit and/or debit card will be simultaneous to the sending of the purchase confirmation.
- e) Under no circumstances will Ski Andorra store the Client's bank details during the payment transaction.
- f) In the case of a fraudulent or mishandling of charges using the payment card number, the holder may demand the cancellation of the charge provided that the cancellation has been carried out in accordance with the conditions established by the entity. issuer and / or the credit institution responsible for the credit and / or debit card, and where appropriate the insurance related to the card in question. In this case, the corresponding annotations of indebtedness and reimbursement to the accounts of Ski Andorra and of the holder will be made as soon as possible. However, if the purchase had been made by the holder of the credit and / or debit card and, therefore, he had unduly demanded the cancellation of the corresponding charge, the Client will be obliged before MOOD to be liable for the damages caused. as a result of said cancellation.
- g) Once the payment has been made successfully, Ski Andorra will provide the ski pass and the sale contract for the ski pass will be understood to have been formalized. Ski Andorra will have to issue the confirmation of the purchase or the invoice whenever the Client requests it

In effect, there will be no sales contract between Ski Andorra and the Client until the purchase order has been specifically accepted by Ski Andorra and the Client receives confirmation of having made the payment correctly. In the event that the purchase order is not accepted by Ski Andorra and any amount has been charged to the Client, it will be immediately refunded in full without any surcharge.

- h) The documentation, data and information relating to each sale contract will be filed and retained by Ski Andorra for 5 years and may be forwarded by email to the Client upon written request from the Client. The email must be addressed to the email address indicated in the "Communication" section within the aforementioned period of 5 years, and always with prior authentication of the Client requesting the information.

3.2. Payment in installments

- a) Customers can choose to pay for the Ski Andorra season ski pass in 3 interest-free installments.
- b) The installment payment option is available exclusively for Andorran residents and can be requested until the 30th of November 2021.
- c) The first installment of 50% of the total cost of the season ski pass is paid at the time of purchase. The second installment of 30% of the total is paid on January 2nd, 2022, and the third installment of the remaining 20% of the total is paid on February 2nd, 2022. Payment by installments will not incur interest if they are paid by the due dates.
- d) If insurance is required, this is paid at the time of purchase with the first installment.
- e) Payment is paid through the purchaser's credit card through the online payment gateway, Paymail. The purchaser will receive an email and a WhatsApp message with a link to make the payment of the relevant installment. Payment must be made within 3 calendar days from the date of sending the information. In all cases, this payment option is subject to the Terms and Conditions of purchase provided in section 2.1.
- f) Ski Andorra can cancel the season ski pass if the agreed installments are not paid.

3.3. In the event of pregnancy, accident or serious illness

- a) In the event of pregnancy, accident or serious illness diagnosed before the start of the season, the amount paid will be refunded, as long as the pass has not been used. A medical report must be presented and the physical pass must be returned to the Ski Andorra offices before 10/12/2021.
- b) If the season has already started, cases of accident, pregnancy or serious illness will be taken into consideration until the 31st of January, 2022. In this case, the pass will be scanned to see how many times it has been used in order to calculate the refundable amount based on the retail price for the ski days used. The holder will receive a credit to his account corresponding to the difference between the total amount of the purchased pass and the number of days of use. A medical report must be presented and the physical pass must be returned to the Ski Andorra office before 31st of January, 2022.

- c) Clients requesting the return of the ski pass will not be able to access any of the advantages in the resorts during the winter 2021-22 season and the 2022 summer.
- d) As of February 1st, 2022, cases of pregnancy, accident or serious illness will not be taken into consideration; therefore, no type of financial refund can be requested.

3.4. Right of withdrawal

- a) In accordance with article 56 of Law 12/2013, on June 13th, on commerce, as well as the regulations that develop it and the eventual regulations that may be applicable at all times, the Client may freely withdraw from the sale contract of the Product within 7 business days from the date of receipt of the season ski pass. The date of the receipt accrediting the delivery will serve for the purposes of computing the aforementioned period of 7 business days.
- b) To exercise the withdrawal, the Client will have to take into account the following:
 - i. The exercise of the right of withdrawal will not be subject to any formality of indication of reasons, being sufficient that it is accredited for all manners and purposes admitted by Law.
 - ii. The exercise of the right of withdrawal by the Client will not incur the imposition of any penalty.
 - iii. The withdrawal request document through which the Client exercises the right of withdrawal provided herein, must be sent to the address indicated in these General Conditions, together with the delivered season ski pass so that Ski Andorra can process its cancellation.
 - iv. In all cases, it is the Client's responsibility to prove that they have exercised their right of withdrawal in accordance with the terms and conditions and in an appropriate manner.
- c) If for this purpose, the refund is made:
 - i. Ski Andorra will reimburse the Client for the agreed upon amount initially paid for the ski pass and applicable taxes within a maximum period of 30 calendar days starting from the day after Ski Andorra has received notice of the incident. The refund will provide by crediting (i) the Client's credit card from which the Client had purchased, or (ii) to his bank account according to the type of payment made by the Client.

- ii. In the event that the returned ski passes have been damaged in any way attributable to the Client, and consequently, has decreased in its value of or is deemed unusable, the corresponding refund will not be made by Ski Andorra

3.5. Claims

The Client may submit their claims to Ski Andorra by means of contact indicated in the "Communications" section. Likewise, the Client may submit their claims to the Trade and Consumption Office of the Government of Andorra using the form found in this link:

http://www.comerc.ad/images/stories/pdfs/reclamacio_consum.pdf.

3.6. Responsibility

Unless the contrary is expressly provided in the applicable legislation in force at any time, the responsibility in relation to any Product purchased on the Platform will be limited to the purchase price of the said product, and in no case will Ski Andorra be liable for any eventual indirect damages caused to the Client or loss of profit.

Likewise, all the rights that current Andorran legislation guarantees to consumers are guaranteed.

3.7. Unforeseen Circumstances

In cases of unforeseen circumstances, Ski Andorra will not be responsible for the damages or losses derived from the breach of the Terms and Conditions.

Causes of unforeseen circumstances include, among others, any act or event, beyond the reasonable control of Ski Andorra or the Client themselves, including but not limited to, general or sectoral stops that imply the closure of the slopes; meteorological conditions; sanitary conditions; security closures, fires or theft at Ski Andorra facilities that affect the correct development of the activities on the slopes; political, economic or other unstable situations that affect safety and the inability to properly and safely carry out runway activities.

4. CONDITIONS APPLIED TO RATES

In order to receive the different applicable rates, it is mandatory to present an official document that includes a photograph.

- Adult (18 to 64): born between 2003 and 1955.
- Adult (65 to 69): born between 1952 and 1956.
- Adult (70 to 74): born between 1947 and 1951.
- Adult over 75: born on 1946 or before.

- Junior (12 to 17): born between 2004 and 2009.
- Children (6 to 11): born between 2010 and 2015.
- Children up to 5 : born 2016 or later

⇒ Adult resident: an Andorran Passport or a valid municipal certificate of residence for the current year must be presented.

5. ADVANTAGES

5.1. Renewal discount

Clients who purchased the Ski Andorra pass for the 2020-2021 season can get a 10% discount on the 2021-2022 ski pass.

5.1. Discount for family units

- a) 15% discount for the third ski pass if the first two are Adult or Junior passes. Discounts applicable only to the current spouse and legal minors of the purchase holder.
- b) Resident passes are excluded from these discounts.

5.3. Disability discount

- a) Anyone with a disability of more than 33% (medically certified) can get a 20% discount off the price of the season pass.
- b) An official document demonstrating a disability of more than 33% must be provided. This discount only applies to the cardholder and must be requested at the Ski Andorra offices.

5.4. Access to the ski lifts during the summer of 2022

Clients of the Ski Andorra season pass will be able to use the ski lifts designated by each station during the summer of 2022.

5.5. Advantages at the stations

Clients of the Ski Andorra season pass will be able to benefit from discounts on restaurants and other services at the individual resorts' discretion. This discount is only applicable to the holder of the pass.

5.6. Exclusions

- a) People over 70 years of age and children under 6 years of age are excluded from the conditions and advantages listed above in sections: 3.2, 3.3, 5.1 and 5.2.
- b) Extracurricular, university and guest passes subsidized by the Government of Andorra are excluded from all the advantages and conditions described in this document

6. PERSONAL DATA PROTECTION

- 6.1. Under qualified Law 15/2003, of 18 December, on Personal Data Protection (hereinafter "LQDP"), any personal data that you provide will be entered into a database belonging to the Association of operators of winter mechanical lifts (hereinafter "Ski Andorra"), duly registered with the Andorran Data Protection Agency. Equally, you guarantee to provide the above-mentioned personal details of minors to Ski Andorra, in your capacity as father, mother or legal guardian of the minor holding the rights.
- 6.2. Ski Andorra's main purposes for collecting personal data, and therefore the purposes of the above-mentioned database, are to manage the purchase of season passes according to the chosen type.
- 6.3. If necessary, to fulfil the above-mentioned purposes, you accept that Ski Andorra can allow the processing of your personal data by third-party service providers, which, where applicable, will be done according to the provisions of the LQDP.
- 6.4. In any case, Ski Andorra guarantees that the processing of your personal data is subject to the strictest professional secrecy, and that all necessary technical and organisational measures have been taken to ensure the safety of your personal data and avoid their alteration, misuse, loss, theft, processing and/or unauthorised access.
- 6.5. Ski Andorra informs you that the personal data it requests are those that are strictly necessary to be able to carry out the above-mentioned purposes. Equally, Ski Andorra advises that the personal data and other information that you provide must be true and accurate, and you must communicate any changes that occur. In any case, you will be liable for the truth and accuracy of the said data and information, and Ski Andorra can, in any case, exclude it from its database if you provide false or inaccurate data or information, without prejudice to any appropriate legal actions.

- 6.6. Finally, in compliance with the LQDP, Ski Andorra informs you that, in order to exercise your rights of access, rectification and erasure of your personal data, recognised by the LQPD, you must send a written, signed communication to the email address skiandorra@skiandorra.ad, adjoining a copy of your passport or other national identity document.

7. IMAGE RIGHTS

- 7.1. Ski Andorra informs our clients that in order to formalize the purchase of the ski pass, a photograph of the Client is mandatory for the sole purpose of verifying the Client's identification and avoiding fraudulent access to the various facilities of the stations. The treatment of this personal data is done under the legitimate basis of execution of the sale contract. If faced with the refusal to provide the necessary data, it will be impossible to make the purchase of the requested ski pass effective.
- 7.2. To achieve the aforementioned purposes, the relevant stations may also consult the data and image corresponding to the Client's ski pass, always in accordance with the LQPD and the principle of confidentiality.
- 7.3. Likewise, the Client guarantees that they provide Ski Andorra with the aforementioned personal data of minors in their capacity as father, mother or legal guardian on behalf of the minor's legal rights.
- 7.4. The Client may exercise the set of rights provided in section 6.6.
- 7.5. In all cases, Ski Andorra guarantees that the treatment of the images is subject to the strictest professional privacy, and that the necessary measures have been established, both technical and organizational, to guarantee the security of your personal data and prevent its alteration, misuse, loss, theft, mishandling and/or unauthorized access.

8. INTELLECTUAL PROPERTY, INDUSTRIAL PROPERTY, AND RIGHTS AND POSITIONS OF ANALOGUE ECONOMIC CONTENT AND LICENSE OF USE.

8.1. Rights and legal positions on content provided by Ski Andorra

The contents published and provided by Ski Andorra are subject to copyright, trademark rights, patent rights, image rights and/or other legal rights or legal positions of similar economic content, the ownership of which belongs to Ski Andorra or to third parties that have granted the corresponding licenses or authorizations. In this manner,

the use of the Web and the services it offers do not grant Clients any ownership or right of use in relation to the aforementioned contents (through, among others, their reproduction, distribution, public communication, putting public disposition or transformation), unless Ski Andorra or the third party holders of the rights or legal positions authorize it, either by indicating or expressly allowing it in relation to the specific content or by prior granting of licenses or authorizations formalized in writing.

Consequently, Ski Andorra reserves the right to make use of watermarks, technological devices and/or other security means that allow the tracking and/or online monitoring of unauthorized uses of said content. And, in any case, Ski Andorra reserves the right to file the corresponding legal actions against the Users of this web portal that infringe the aforementioned copyright, trademark rights, patent rights, image rights and/or other rights. or legal positions of similar economic content.

In the event that any User considers that any of the indicated contents violates their own rights or legal positions and/or those of third parties, they can notify Ski Andorra by contacting Ski Andorra via the email address indicated in the "Communications" section, so that it can analyze and assess the case in question.

9. COMMUNICAITONS

- 9.1. All communications between the Client and Ski Andorra in relation to the purchase of the ski pass may be made through postage mail or email, as well as by telephone.
- 9.2. For the purposes of communications by postage mail, email or telephone, Ski Andorra designates the following addresses:

Postage mail address: Carrer del Valira, 2 AD500 Andorra la Vella
Email address: skiandorra@skiandorra.ad
Telephone contact: (+376) 805-200

10. RESPONSIBILITY

- 10.1. Unless otherwise specifically provided in current Andorran legislation, Ski Andorra's liability in relation to the ski pass will be limited to the price of the purchase.
- 10.2. Ski Andorra will not be liable for indirect damages caused to the Client, nor for lost profits.
- 10.3. Even so, all the rights that current Andorran legislation guarantees to consumers are guaranteed.

- 10.4.** In cases of unforeseen circumstances, once the provisions of the clause relating to defective ski passes become invalid or inapplicable, Ski Andorra will not be liable for damages or losses arising from non-compliance with the General Conditions.

Causes of unforeseen circumstances include, among others, any act or event, beyond the reasonable control of Ski Andorra or the Client itself, including but not limited to, general or sectoral stops that imply the closure of the slopes; meteorological conditions; sanitary conditions; safety closures, fires or theft at Ski Andorra facilities that affect the correct development of the activities on the slopes; political, economic or other unstable situations that affect safety and the inability to properly and safely carry out slope activities.

11. PARTIAL NULLITY

If any of the clauses of these General Conditions were declared null and void by a firm resolution issued by a competent authority, the remaining Terms and Conditions will remain in force, without being affected by said declaration of nullity.

12. MODIFICATION

Ski Andorra reserves the right to carry out, without prior notice, at any time and with immediate effect, the modifications and periodic updates it deems appropriate to the Terms and Conditions. Therefore, Ski Andorra recommends that Clients periodically review the General Conditions.

13. APPLICABLE LEGISLATION

These General Conditions shall be governed by Andorran law and are subject to the exclusive jurisdiction of the Andorran courts. However, the provisions established in this clause will not affect the rights that the current legislation recognizes to the Client.

Date of the last update: 07/30/2021.