

TERMS AND CONDITIONS OF USE IN THE PURCHASE OF SKI PASSES OR TICKETS IN THE SKI AND MOUNTAIN RESORT OF SIERRA NEVADA

Information

1. The user declares that he/she has read and accepted these general conditions prior to the purchase of the ski pass or ticket, assuming all that this entails.
2. The ski pass, gondola lift ticket and activity ticket are transport passes that entitle the holder to use the facilities open to the public during the timetable, calendar and conditions established for the practice of the defined activities.
3. The ski pass, lift ticket and activity ticket in any of its modalities are personal and non-transferable and may not be assigned to third parties or used by any person other than the holder.
4. To access any ski lift on any date, it is essential to be the holder and bearer of a valid ski pass or ticket for that ski lift and that date.
5. The dates scheduled for the start and end of the season, as well as the opening and closing times of the ski lifts, will be established according to the weather, operating and commercial conditions of the resort and/or forces majeure, which are published on the website www.sierranevada.es.
6. The validity of the ski pass or ticket will be determined by the date of its use for the current season and/or by the specific conditions when these are applicable.
7. The rates applied by *Cetursa Sierra Nevada, S.A.* may be fixed or dynamic and may vary. These rates will be those published in the different sales channels, where the prices of the products per day for each type of ski pass and age range will be reflected. The product price per day for each type of ski pass will be shown in the online shop's purchase calendar. The prices may vary for the same type of ski pass and duration depending on the method, date and place of purchase, with advance online purchases taking precedence over those made at the automatic ticket vending machines or at the *CAU* (Customer Service Centre).
8. *Cetursa Sierra Nevada, S.A.* may establish specific conditions for each type of ski pass or ticket, as well as for those purchased in any of its commercial campaigns. These specific conditions shall prevail over the general conditions. Each promotion has its own cancellation

and/or modification policy which is detailed and accepted by the customer at the time of purchase.

9. The price of the ski pass and ticket includes Compulsory Passenger Insurance (*S.O.V.*) and V.A.T. As it is a transport ticket, it is detailed in the published rates. All passes or tickets that for some justified reason have a commercial discount will be obliged to pay the corresponding *S.O.V.* and administration costs. This rate will be set at the beginning of each season. *CETURSA* reserves the right to modify its best rate at any time during the season with effect for all purchases made after the publication of said modification. **Exclusively online.**

10. To access any rate or offer by age range or personal condition (large family, disability, etc.) it will be compulsory to present the documentation that validates the right to the aforementioned rate or offer or the ownership of the ski pass, such as ID card, family book, large family card, certificate of degree of disability equal to or greater than 33% or any other defined in the Particular Conditions, at least 24 hours before the time of purchase. **Exclusively online.**

11. People with disabilities: it will be compulsory to provide Proof of Disability in accordance with Section 2 of Article 1 of Royal Decree 1414/2006 and National Identity Card at least 24 hours before the time of purchase. **Exclusively online.**

12. In *Cetursa* facilities, minors must be supervised at all times by a responsible adult or a person designated by their legal guardian.

13. Assistance to persons on slopes open to the public within the ski area and their subsequent transfer by *CETURSA SIERRA NEVADA* staff to the base of the ski area is a courtesy service provided by *Cetursa Sierra Nevada S.A.* for customers in possession of a valid ski pass. Assistance to persons or transfers outside the slopes open to the public will be charged according to the published rates.

14. In the event of contradiction between the information in the slope report, that provided by any other means and the signs on the slope, the prohibition of access or the most restrictive indication in each case shall always prevail.

15. In the event of a capacity restriction at the Sierra Nevada ski resort, it may be established that holders of FFs for non-consecutive or long term days must register online in advance, with the minimum advance notice established, to be able to access the ski lifts.

Sale

16. *Cetursa Sierra Nevada, S.A.* may offer for sale types of ski passes or tickets establishing special conditions for access to the ski lift that are different to those of other passes (for example, passes for people with disabilities with or without an accompanying person, Fast-Pass, etc.). The accesses for people with such passes or tickets shall be properly signposted and the rest of the resort users shall not be able to use them.

17. The ski pass can be purchased through the following channels:

a. Face-to-face sales:

i. At the counters of the Cetursa User Service Centre (CAU) in the Sierra Nevada Ski, Snowboard and Mountain Resort if the sale is enabled there, with the company reserving the right to enable this option or not.

ii. The following may be purchased at the automatic ticket and/or pass vending machines:

- ½ day (from 1:00 p.m.), 1 day and consecutive days, age ranges under ≤ 15 years and over ≥ 16 years, as well as pedestrian tickets.
- Long-term products and all products that require the validation of documents are excluded from face-to-face sales at the counter or at the ticket machines, and will be sold exclusively online at least 24 hours before the start date of the ski pass.

b. At the Online Commerce Centre, on the website <https://sierranevada.es>.

c. On the official Sierra Nevada mobile application.

d. At travel agencies. Customers who have purchased their ski passes at travel agencies must present the QR or alphanumeric code at the ticket vending machines to withdraw their ski passes.

Ski pass

18. *Cetursa Sierra Nevada S.A.* reserves the right to carry out any internal controls it deems appropriate (including the capture of personal images, recordings, etc.), and may require the presentation of official documentation verifying the identity of the ski pass holder, age, promotion or achievement, in order to prevent fraudulent use of the ski pass and guarantee compliance with the conditions previously accepted by the customer. In the event of failure to show the documentation required by the authorised staff of *CETURSA SIERRA NEVADA S.A.*, access to its facilities may be denied.

19. The purchase and use of a ski pass or ticket, as well as the use of the facilities or membership of Sierra Nevada implies knowledge and acceptance of these Conditions of Use of the ski pass, of the Specific Conditions when applicable and of the Rules for the Use of the Mechanical Lift Facilities approved by resolution of 17/12/84 of the Directorate General for Transport of the Andalusian Regional Government (BOJA [Official Gazette of the Andalusian Government] no. 120 of 29/12/84), the *ATUDEM* Regulations and the Rules of the International Ski Federation (FIS), without any reservations whatsoever.

20. If during the operation of the resort, for security reasons or other justified causes, the Management of the resort is forced to close the facilities and slopes to the public due to technical, meteorological or any other causes, this does not necessarily oblige the refund of the ski pass, compensation or indemnification of any kind. The same conditions shall apply to the ski pass or ticket in the event that it has only been used once.

21. Interruptions, early closure, delayed opening or limited use of slopes or ski lifts, due to technical, meteorological or any other cause, do not entitle the user to any compensation or reimbursement.

22. If, for reasons of force majeure, *Cetursa Sierra Nevada S.A.* is forced to limit the capacity of the ski area and facilities, no compensation shall be payable.

23. For safety reasons, the practice of activities other than downhill skiing and snowboarding requires prior agreement with *Cetursa Sierra Nevada S.A.* on the conditions of use of the lifts and slopes. *Cetursa* may publish the specific conditions for these activities on its website.

24. Users must assess their own aptitude for the use of the facilities and be aware of the inherent risks of the activities they carry out in the Sierra Nevada high mountain area.

Sierra Nevada ski pass card

25. The Sierra Nevada Card is the property of *Cetursa Sierra Nevada S.A.* and is issued in the name of its holders, and is the personalised support for the ski pass or other services with a specific validity. The cardholder shall be responsible for the safekeeping of the card.

26. Minors may hold the Sierra Nevada Card and have a profile administered by another adult (user or not), exclusively under the responsibility of their legal guardian.

27. The 5-day free-use ski passes can only be purchased online at www.sierranevada.es.

28. Long Duration passes: 10, 15, 20 days, Season, Family Season and Season from Monday to Friday, will be purchased exclusively online at www.sierranevada.es for Sierra Nevada Card holders.

29. The acquisition of the Sierra Nevada ski pass (physical or virtual) is voluntary and the application and use of this card implies knowledge and acceptance of the conditions of use of the ski pass, the conditions of use of the Sierra Nevada Card and the specific conditions when applicable. The holder or administrator of the user profile must provide sufficient personal details and supporting documents, undertaking to ensure that these are true.

30. Registration on www.sierranevada.es requires the linking to an e-mail address, from which all communications with the company must be made. Minors will be linked to the e-mail address of the adult/responsible person/guardian who requests it on their behalf.

31. The reprinting of the card in the event of forgetfulness, loss, theft or misplacement will be charged at a cost of 10 € per reprinting service.

Refunds

Users shall be entitled to a refund of the amount of the ski pass and/or ticket they have purchased in the following circumstances:

32. The customer may request a refund for non-use of the services through the website or any of its sub-domains where the purchase was made. Offers and promotions are excluded.

33. A single access to the ski lift implies the use of the ski pass and prevents any exchange or refund.

34. No change or total or partial refund is allowed for the Free Use, Long Duration and Season ski passes in any of their modalities.

35. The unused days of the Long Duration ski passes of the 2022/2023 season can be accumulated for the 2023/2024 season. The unused days of the 2022/2023 season, can be accumulated for the 2023/2024 season by making a new purchase of a product of the same or longer duration (10, 15 and 20 days). You will be able to make use of these compensation days of the the 2022/2023 season once you have used up the days of the ski pass purchased for the 2023/2024 season.

When you purchase a Long Duration Pass (10, 15 or 20 days) and you also buy and add to your account any other ski pass with a duration of less than 10 days, the ORDER OF ENJOYMENT of the days of skiing of the different types of ski passes purchased, will be as detailed below following:

1. Ski passes with a specific date, if any.
2. Any Free Use Passes with a duration of less than 10 days (including offers and/or promotions).
3. Long Duration Passes (10, 15 or 20 days).
4. Lastly, the compensation days or accumulated days for a Long Duration ski pass for the 2022/2023 season if you have them. This means that, if you have bought a Long Duration ski pass, (10, 15 or 20 days) for this season 2023/2024 season and you have accumulated days from the 2022/2023 season, you will be able to use them. 2022/2023, you will be able to make use of these accumulated days or compensation once you have used up all the days of the purchased for the 2023/2024 season.

At the end of the 2023/2024 season, the compensation days of the 2022/2023 season that were not used up in the 2022/2023 season that have not been used, will expire without any further any further extension options.

36. Gondola lift tickets, parador tickets, or any of the varieties of tickets for the *Mirlo Blanco* recreational area cannot be exchanged or refunded, except for non-opening days. They are non-refundable.

37. The amount corresponding to the number of unused days of a ½ day pass and from 1 to 7 consecutive days will be paid by the amount corresponding to the arithmetic mean of the number of days purchased and not used. This procedure involves a processing fee of 10 € per ski pass and unused day:

(a) Customers who have purchased ski passes or tickets on sierranevada.es must, if applicable, request the refund corresponding only to "*monedero*" in their user profile. Not applicable for non-refundable products.

(b) Those customers who have made a purchase at the User Service Centre (CAU) or at the automatic ticket vending machines must, where applicable, request a refund at the User Service Centre (CAU) by presenting the ticket holder and the purchase receipt. The refund shall be made using the same means of payment by which the purchase was made.

38. In the case of a package purchased through a Travel Agency, any request for a refund, if applicable, must be processed directly by the customer with the Agency, sending them the receipt issued by *Cetursa* on collection of the package.

39. In the event that the resort does not open, the customer must request a refund by the same means by which the purchase was made, provided that it is a refundable product.

40. In general, they shall not be entitled to a refund, total or partial reimbursement, compensation or indemnification of any kind:

- a. Any used ski pass.
- b. Promotional passes with special restricted conditions.

41. The deadline for submitting any request for a season pass in general will be before 15 May of the current season in the user profile in the case of Sierra Nevada Card holders, or at <https://sierranevada.es/es/solicitudes/clientela/> in the case of those who have acquired their ski pass by any other means. No refund requests will be processed after this date.

42. The deadline for cancellation of the ski pass, if applicable, without cancellation fees being applied, is 11.59 p.m. on the day before the start of the service.

Infringements

43. The ski pass or ticket purchased and activated in any medium is personal and non-transferable and entitles the use of the ski lift facilities exclusively to the sole holder and bearer of the same, for the entire period of its validity. Fraudulent use, use by a person other than the holder, or the use of a ski pass or ticket of a category or type with a lower price than that which corresponds to it will lead to the withdrawal, cancellation and electronic cancellation of the ski pass or ticket and the cancellation of the rights and services acquired, with no right to any refund or compensation, and the competent authority will be notified of the fact. In addition, the penalties indicated in the section detailed below will be imposed. Apart from any civil or criminal liability that may arise, as the case may be.

44. Documentary forgery consists of the falsification, alteration, simulation or modification of the essential elements of any document. It shall entail the withdrawal, cancellation and electronic deregistration of the pass or ticket and the cancellation of the rights and services acquired, with no right to any refund or compensation, and the competent authority shall be notified of the fact. In the event that the product has not been purchased, the profile on sierranevada.es will be blocked. Apart from the civil or criminal liability that, where appropriate, may arise.

45. Additionally, as established in this document of conditions of use, the sanctions indicated in the following section will be imposed.

Penalties

46. The presentation of altered documents will be sanctioned with an amount of 100 € and the blocking of the user profile until the sanction is paid, not being able to access the online purchase. The same will apply to the blocking of the ski pass and the products purchased in force.

47. The use of a ski pass, ticket or pass of a category lower than that corresponding to the user, or which has been previously used by a person other than the current holder, will be sanctioned in the following terms:

- i. With the withdrawal, cancellation and electronic deactivation of the fare option(s) included in the ski pass, ticket or pass.
- ii. With the cancellation of their Sierra Nevada user profile and the cancellation of the rights and services acquired:

1. In this case, the user may reacquire the ownership of his/her Sierra Nevada user profile, paying the following penalty: €100 for each day of infringement.

2. The user will be penalised with the loss of the promotion or discount for the current season and the following three seasons.

These penalties may be applied retroactively if the company detects, through its own verification systems, that fraud has been committed.

48. *Cetursa Sierra Nevada S.A.* reserves the right to expel customers from the facilities and ski lifts, to withdraw the ski pass or ticket, to cancel the Sierra Nevada card, to cancel all rights to products or services purchased, without prejudice to any civil or criminal liability that may be incurred in addition, the customers shall be liable for inappropriate or dangerous behaviour, failure to comply with the instructions given by its staff, insult or aggression of any kind towards other users or employees and, in general, for failure to comply with the rules for the use of the facilities or the use of the ski pass or Sierra Nevada Card. *Cetursa Sierra Nevada S.A.* staff are authorised to carry out the aforementioned actions.

Legislation

49. The user of the ski lifts authorises *Cetursa Sierra Nevada S.A.* to process and store personal data on the use of the ski pass and the ski lifts or visual or telephone recordings, which will be included in an automated file belonging to *Cetursa Sierra Nevada, S.A.* for the purpose of developing the contractual relationship and sending commercial offers. The holder of the Sierra Nevada ski pass may access, rectify, cancel and, where appropriate, oppose the processing of their personal data by writing to: Atención al Cliente, Ed. CETURSA, Pza. de Andalucía 4, Sierra Nevada, 18196 Monachil (Granada), or to rgpd@cetursa.es.

50. In accordance with the provisions of article 93 k) of Royal Legislative Decree 1/2007 approving the Consolidated Text of the General Law for the Defence of Consumers and Users and other complementary laws, the right of withdrawal does not apply to passenger transport service contracts. Thus, in the event that the user expresses his/her wish to cancel the tickets/BONUSES contracted, the cancellation conditions of the transport operator in question shall apply.

51. According to Article 103a. Exceptions to the right of withdrawal, of Royal Legislative

Decree 1/2007 approving the Consolidated Text of the General Law for the Defence of Consumers and Users and other complementary laws. The provision of services, once the service has been fully executed, when the execution has begun, with the prior express consent of the consumer and user and with the acknowledgement on his part that he is aware that, once the contract has been fully executed by the entrepreneur, he will have lost his right of withdrawal.

52. Access with assistance dogs: Depending on the conditions of the lift to ensure safe transport for all, passengers will be allowed access with personal assistance dogs, as well as assistance dogs in training, in the cases and under the conditions and requirements set out in the Act 11/2021, of 28 December, which regulates assistance dogs for people with disabilities in Andalusia. The relevant documentation must be presented.

53. According to the Resolution of 17 December 1984, approving the rules for the use of cable cars in the Sierra Nevada ski resort (Granada), Article 2 states: 'the user must be familiar with the specific conditions and rules for the use of each installation and, in accordance with them, must assess his own suitability for use of the installation'. Access to and use of the facilities will not be allowed to people who are intoxicated or under the influence of drugs or who, for other justified reasons, could cause any type of accident resulting in personal injury or damage to third parties.

54. Complaint forms are available to consumers or users on request at the *Centro de Atención al Usuario* located at Pza. Andalucía, 4, Sierra Nevada, during opening hours and electronically via the following links:

- a) <https://sierranevada.es/es/solicitudes/clientela/>
- b) www.consumoresponde.es
- c) <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>

The accepted forms of payment are:

- Online exclusively by bank card, Bizum or financing (in certain cases).
- In person:
 - Cash: according to the Act 11/2021 on measures to prevent and combat tax fraud, the maximum amount payable in cash is €1,000.
 - By bank card debit, credit, Amex, NFC.

Sierra Nevada, 18th September 2023

Signed: Jesús Ibañez Peña

Managing Director of *Cetursa Sierra Nevada, S.A.*



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JESÚS IBÁÑEZ
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