

## HOLIDAY PACKAGE – GENERAL TERMS AND CONDITIONS OF SALE

### 1) PRELIMINARY STATEMENT: FEATURES OF HOLIDAY PACKAGES

As defined by article 34 of Legislative Decree 79/2011 (Tourism Code), the term "holiday package" may refer to travel, holidays and "all inclusive" holiday packages which combine in a prearranged manner at least two of the elements indicated below, which are sold or offered at a fixed price, and which have a duration of over 24 hours or include at least one night:

- transport;
- accommodation;
- services for tourists which are not associated with transport or accommodation ... [omitted intentionally] ... and which constitute a significant part of the "holiday package".

### 2) LEGISLATIVE SOURCES

The sale and purchase of a holiday package, whether regarding services provided on domestic territory or abroad, is regulated by Legislative Decree 79/2011.

### 3) RESERVATIONS

Reservations must be made using the form provided, which must be filled in completely and signed by the customer. Acceptance of the reservation is subject to the availability of places and is considered to be confirmed only when written confirmation on the part of the organiser is provided.

Information relating to the holiday package not contained in the contract, brochures or communication by other means shall be provided by the organiser, in compliance with his obligations as stipulated by article 37 of the Legislative Decree 79/2011 in good time before the beginning of the holiday.

### 4) PAYMENT

Upon reservation, an advance payment of 25% of the total fee must be paid. The remaining amount must be paid 10 days before the beginning of the holiday.

Failure to pay the abovementioned amounts by the dates specified shall constitute an express termination clause and give the intermediary agency and/or the organiser the right to cancel the contract, without prejudice to compensation for any further damages suffered by the organiser.

### 5) PRICE

The prices indicated in the contract can be modified by informing the customer of any changes no later than the 21st day before departure and only in the case of variations in:

- transport costs, including fuel costs;
- fees and charges for some types of tourism services such as port and airport taxes payable on arrival or departure;
- exchange rates applied to the package in question.

For any such variations, reference will be made to the exchange rates and the cost of services applicable at the date of publication of the programme as stated therein.

### 6) MODIFICATION OR CANCELLATION OF HOLIDAY PACKAGE BEFORE DEPARTURE

If the organiser is forced to modify significantly any essential item in the contract prior to departure, including the price, he is bound to inform the customer of the modification in good time. To this end a significant modification of the price is considered to be more than 10%, or any variation regarding elements that may be construed as essential for the enjoyment of the holiday package considered as a whole.

A consumer who receives communication informing him of modification to of an essential element or of a variation in the price of over 10% shall be entitled to withdraw from the contract without paying anything, or to accept the modification, which will become part of the contract with an exact indication of the variations and their effect on the price. The consumer must communicate his decision to the organiser or seller of the holiday package within 2 working days of his becoming aware of the modification, which otherwise shall be considered to have been accepted.

If the organiser is not able to provide an essential part of the services provided for by the contract after departure, he must make alternative arrangements available, with no surcharge payable by the consumer, and, if any such arrangements made are of a lower value than those envisaged by the original contract, he shall refund the consumer for the difference.

If it is not possible to make alternative arrangements, or if the arrangements offered by the organiser are refused by the consumer for serious, justified and demonstrable reasons, the organiser shall provide, at no surcharge, a means of transport that is equivalent to the one originally arranged, for the return journey to the place of departure or to any other place that has been agreed, only if such an arrangement is objectively indispensable.

Requests for modifications on the part of the consumer to reservations which have already been accepted constitute an obligation on the organiser's part only if and to the extent that they can be satisfied. In any case any request for modifications shall entail that the payment of the higher costs borne falls to the consumer.

### 7) WITHDRAWAL ON THE PART OF THE CONSUMER

- Withdrawal without penalty
- The consumer may withdraw from the contract, without paying a penalty, in the following cases:
- increase in price of more than 10%, as set out in article 5 above;
  - significant modification of one or more items of the contract that can objectively be construed as essential to the enjoyment of the holiday package considered as a whole and proposed by the organiser after the

conclusion of the contract itself, but prior to departure and not accepted by the consumer.

In the cases described above, the consumer has the right:

- to accept an alternative tourist package of equivalent or superior quality compared to the one canceled without incurring any additional costs;
- to accept a tourist package of lower quality than the first and to obtain the refund of the price difference
- to be reimbursed the sum already paid for the purchase of the canceled package within seven days from the moment of withdrawal or cancellation;
- to obtain compensation for any further damage due to the non-execution of the contract, unless:

- the cancellation of the tourist package was determined by failure of reaching the minimum number of participants requested, which the consumer was informed in writing at least twenty days before departure;
- the cancellation of the package was due to a cause of force majeure, such as, for example, natural disasters, war, etc.

The consumer must communicate his decision (either to accept the modification or to withdraw from the contract) within and not later than two working days from the moment in which is informed of the increase or modification. Failure on the part of the consumer to inform the organiser of his decision within the prescribed time limits shall constitute his tacit acceptance of the formula proposed by the organiser.

Subject to the failure or incorrect fulfilment of the obligations undertaken with the sale of the tourist package, the organizer and the intermediary are required to pay damages, according to their respective responsibilities. The inconsistency of the quality standards of the promised or advertised service is considered inexact fulfilment

#### Withdrawal with penalty

The consumer who withdraws from the contract before departure *for any reason other than the cases listed in the previous section* will be liable to pay (independently of the advance payment mentioned in article 4 paragraph 1 above):

- the reservation fee, if payable, and the penalties listed below, which should be calculated on the total amount for the holiday booked, in addition to costs and expenses borne by the organiser as a result of cancellation of the services:

- 10% from the date of reservation up to 15 working days (excluding Saturdays) before the beginning of the holiday;
- 30% from 14 to 9 working days (excluding Saturdays) before the beginning of the holiday;
- 50% from 8 to 3 working days (excluding Saturdays) before the beginning of the holiday;
- no refund beyond the last time limit.

For group reservations the amounts mentioned above will be agreed on a case-by-case basis upon the contract being signed.

### 8) REPLACEMENTS

The customer who withdraws from the contract can ask another person to take his place, on condition that:

- the organiser is informed in writing no later than 4 working days before the date of departure, and receives at the same time information about the personal details of the replacement;
- there are no hindrances relating to the replacement's passport, visa, health certificate, hotel accommodation, transport services or in any case which make it possible for the replacement to go on the holiday package;
- the replacement pays the organiser for the whole amount of the costs borne by the latter in order to proceed with the replacement. This amount will be calculated upon communication of the original customer's withdrawal from the contract.

The customer who withdraws from the contract must in any case pay the registration fee, if applicable.

He will also be responsible, together with his replacement, for paying the outstanding amount of the price, as well as the amounts set out under letter c) above.

### 9) CANCELLATION OF THE SERVICE

The consumer may also exercise the rights described in article 7 above (withdrawal without penalty) if, before the departure and for any reason except for reasons ascribable to the customer, the organiser informs him that any services or arrangements inherent in the package are rendered impossible.

The organiser may cancel the contract when the minimum number of reservations has not been reached and only if the travellers concerned have been informed of this fact within the time limit specified by the organiser prior to the commencement of the travel services contained in the package.

In this case, as in the case of withdrawal on the part of the consumer as described in article 6 paragraphs 1 and 2 above, the organiser shall be bound to reimburse only the amounts received within 7 working days of the moment of withdrawal or cancellation, and excluding any further refunds.

### 10) TRAVELLERS' OBLIGATIONS

Travellers must be in possession of an individual passport or other valid document for all countries included in the itinerary, as well as any tourist or transit visas that may be required. They must also abide by all principles of prudence and due diligence, all information provided by the organiser, as well as all administrative or legislative provisions relating to the holiday package. Travellers shall be liable for all damages suffered by the organiser as a result of their failure to respect the obligations described above.

The consumer is bound to provide the organiser with all of the documents, information and other items in his possession that may be useful in order for the latter to be able to exercise the right of subrogation with regard to third parties responsible for the damage, and is responsible towards the organiser for any prejudice caused to his right of subrogation.

Upon making the reservation, the consumer shall also communicate in writing to the organiser any desired particulars which might constitute the object of

specific contracts regarding travel arrangements, if it is possible to implement them.

- 11) **CATEGORY OF HOTEL**  
In the absence of official, recognised classifications published by the relevant public authorities of the country or countries concerned, including European Union member states, the category of hotel shall be established by the organiser on the basis of his assessment of its standards of quality.
- 12) **ORGANISER'S RESPONSIBILITIES**  
The organiser is liable for damages suffered by the consumer as a result of total or partial failure on the part of the former to fulfil his contractual obligations, whether they are fulfilled by him personally or by third-party suppliers of services, unless he is able to demonstrate that the event in question derives from the actions of the consumer (including initiatives undertaken independently by the latter during the provision of tourist services) or from factors unrelated to the services provided for by the contract, i.e. from chance events, *force majeure*, or from circumstances which the organiser, with due professional diligence, could not have reasonably envisaged or is unable to resolve.
- 13) **MAXIMUM CLAIMS FOR DAMAGES**  
Compensation for damages to persons may not in any case exceed the limits established by the international conventions to which Italy and the European Union are party, in relation to services, the failure of which to provide has determined liability. In any case the maximum amount of compensation may not exceed 50,000 Germinal gold francs for damage to persons, 2,000 Germinal gold francs for damage to things, and 5,000 Francs germinal for any other type of damage.  
Should amendments to the original text of the abovementioned conventions concerning the services which comprise the holiday package enter into force, the compensation limits established by sources of uniform law in force at the moment that the damage occurred shall apply.
- 14) **OBLIGATIONS TO PROVIDE ASSISTANCE**  
The organiser is bound to lend assistance to the consumer to the extent dictated by the criterion of professional diligence exclusively with reference to the obligations assumed by him according to the provisions of the law or the contract.  
  
The organiser is not liable to the consumer for failure on the part of the intermediary agency to fulfil its own obligations.
- 15) **CLAIMS AND COMPLAINTS**  
The consumer, under penalty of cancellation, must report in writing, in the form of a complaint, to the organiser any irregularities or

inadequacies of the holiday package, as well as any failings in terms of its organisation or management on his part, as soon as these arise or, in the case of them being not immediately recognisable as such, within 10 days of the date of the scheduled return to the place of departure.

If any such complaints are made in the place where the tourist services are provided, the organiser must provide the consumer with the assistance required by article 14 above in order to seek a prompt and fair solution.

Similarly, if any such complaint is made when the holiday is finished, the organiser must take steps to ensure in any case a prompt response to the requests of the consumer.

- 16) **INSURANCE AGAINST CANCELLATION EXPENSES AND REPATRIATION INSURANCE**  
If not explicitly included in the price, before departure it is possible and advisable to stipulate at the organiser's or seller's offices special insurance policies against expenses deriving from cancellation of the package, accidents and luggage, in addition to stipulating an assistance contract which covers the costs of repatriation in the event of an accident or illness.
- 17) **PRIVATE MANAGEMENT GUARANTEE**  
Since 1<sup>st</sup> July 2016 has been active the private management guarantee system by law dated 29 July 2015, number 115 art.9. This legislation forces the organizer of tourist packages (tour operators) and intermediaries (travel agencies) to draft insurance policies or to provide bank guarantees to cover the contracts of organized tourism, which, for abroad travelling and trips within a single country, guarantees, in cases of insolvency or bankruptcy of the intermediary or organizer, the refund of the paid price for the purchase of the tourist package and the immediate return of the tourist.
- 18) **JURISDICTION**  
Pursuant to art. 66 bis of the Consumer Code, for any controversy which refers on this contract, the territorial jurisdiction is mandatory of the judge of the customer's residence place or domicile, if located in the territory of the State; otherwise, only the Court where the organizer has legal or administrative headquarters will be competent. The applicable law is Italian.

#### ADDENDUM

#### GENERAL TERMS AND CONDITIONS OF SALE OF INDIVIDUAL TOURIST SERVICES

- A) **REGULATORY PROVISIONS**  
Contracts regulating the provision of only transport or accommodation services, or of any other separate tourist service cannot be construed as the applying to travel arrangements or holiday packages, and as such are governed by the following provisions of the ICTC: articles 1, 3 and 6; articles 17 to 23; articles 24 to 31, with regard to the different provisions from those stipulated in contracts relating to organised travel.
- B) **TERMS AND CONDITIONS OF CONTRACT**  
The following clauses, set out above, of the general terms and conditions of the sales contract for holiday packages also apply: article 3 paragraph 1, article 4, article 6, article 7, article 8 paragraph 1, article 10, article 14 and article 16. The application of said clauses in no way constitutes the stipulation of relative contracts for the purposes of organised holidays or holiday packages. The terminology of the clauses cited relative to the holiday package contract (organiser, travel, etc.) should be understood in reference to the corresponding figures referred to in the sales contract for individual tourist services (seller, accommodation, etc.).

- C) **WITHDRAWAL OF CONSUMER**  
Any consumer who withdraws from the contract for any reason, on condition that it is not imputable to the seller of the holiday package, must pay the registration fee, if applicable, as well as the amounts stated in the catalogue, brochure or any other material.

**Obligatory communication in accordance with article 17 paragraph 1 of Law no. 38 of 6/2/2006:** Italian law punishes crimes relating to prostitution and child pornography with imprisonment, even if such crimes are committed abroad.

- IN ORDER TO GUARANTEE THAT ITS CONTRACTUAL OBLIGATIONS TOWARDS ITS CUSTOMERS ARE FULFILLED, APT ROVERETO E VALLAGARINA IS INSURED WITH THE INSURANCE COMPANY REALE MUTUA ASSICURAZIONI (THIRD PARTY CIVIL LIABILITY/EMPLOYER'S CIVIL LIABILITY) NO. 2017/03/2296731