

HOLIDAY PACKAGE

GENERAL TERMS AND SALES CONDITIONS

1) PRELIMINARY STATEMENT, WHAT IS A HOLIDAY PACKAGE

As defined by article 33 of D.lgs. 79/2011 (Tourism Code) the so called Holiday Package represents a combination of at least two types of tourist services of transport, accommodation, vehicle rent or other tourist services for the same travel if combined by the same actor, i.e. even if they are purchased by different sellers with different agreements, they are bought from a unique selling point, or offered with a global forfait price, i.e. they are advertised as "package" or any similar word, or that they are combined within 24 hours from the first agreement, also with connected on-line reservation processes.

The law related to holiday packages does not include the combinations in which tourist services are not relevant, i.e. they do not represent at least 25% of the total value.

2) LEGISLATIVE SOURCES

The sale and purchase of a holiday package is regulated by D.lgs. 79/2011 (Tourism Code) as modified by D.lgs. 62/2018.

3) RESERVATIONS

1. 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.

2. 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 34 D.lgs. 79/2011 in good time before the beginning of the holiday.

4) PAYMENT

1. 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.

2. Failure to pay the above-mentioned 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

1. 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:

i. transport costs, including fuel costs or costs of any other energy sources;

ii. fees and charges for some types of tourism services included in the agreement and required by third parts who are not directly involved in the agreement, such as port and airport taxes;

iii. exchange rates relevant for the package

2. For 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

1. 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 8%, or any variation regarding elements that may be construed as essential for the enjoyment of the holiday package considered as a whole.

2. A consumer who receives communication informing him of modification to of an essential element or of a variation in the price of over 8% 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.

3. In case of withdrawal from the agreement, if the tourist does not accept an alternative package, the organizer refunds with any delay and, anyway, within 14 days from the withdrawal, all the payments made by or for the tourist.

4. 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.

5. 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.

6. 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

1. Withdrawal without penalty

1.1 The consumer may withdraw from the contract, without paying any penalty, in the following cases:

- if the agreements are negotiated outside the commercial offices, within five days from the end of the agreement or from the date of receipt of the sales conditions and the preliminary information, if the date is later, without receiving any motivation. In case of offers with extremely lowered rates - if compared with similar offers, the withdrawal is not permitted. In this last case, the organizer explains the price change underlining the impossibility of withdrawal;

- increase in price of more than 8%, 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;

- before the beginning of the holiday, in case of unavoidable and extraordinary circumstances occurred in the destination place or nearby and that can

inevitably modify the result of the holiday, or the transport of the passengers toward the destination; without withdrawal expenses, with the complete withdrawal of the payments already done for the holiday but without any right to perceive an additional indemnification.

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

- to accept an alternative holiday package having the same price or a superior one, without paying any surcharge;

- to accept an alternative holiday package having an inferior price and obtaining the refund of the difference in price;

- to obtain the refund of the money already paid within seven working days from the withdrawal or cancellation;

- to obtain the refund of any other damages depending from failure of the agreement, unless:

- a) the cancellation of the tourist holiday has been determined by the non-achievement of the minimum number of participants requested that should have been told to the tourist at least 20 days before the departure;

- b) the cancellation of the holiday has been due to circumstances beyond one's control as for instance natural disasters, wars, etc.

1.3 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.

1.4 A part from the obligations of the seller in case of lack or incomplete fulfilment of the contract, the organizer and the third part must refund the damage, according to their responsibilities. The dissimilarities of the quality standards of the service as promised or told are considered as incorrect fulfilment.

2. 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.

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

8) REPLACEMENTS

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

a) the organiser is informed in writing no later than 7 days before the starting date of the holiday package, and receives at the same time information about the personal details of the replacement;

b) 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;

c) the replacement pays the organiser for the whole amount of all the costs and fees - administrative costs included.

2. The organizer informs the transferor of the effective costs of the cession. The costs cannot be unreasonable and cannot go over the real expenses due to the cession of the agreement of the holiday package; he gives the transferor the proof related to the rights, the fees or the other costs deriving from the cession of the agreement.

3. The customer who withdraws from the contract must in any case pay only 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

1. 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.

2. 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.

3. 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

1. 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.

2. 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.

3. 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) HOTEL CATEGORY

If there is no official, recognised classifications published by the relevant public authorities of the country or countries involved, including European Union member states, the category of the hotel shall be established by the organiser on the basis of his own assessments of standards of quality.

12) ORGANISER'S RESPONSIBILITIES

1. The organiser is liable for the execution of the tourist services of the agreement, whether they are fulfilled by him personally or by third-party suppliers of services, as per article 1228 of the civil code.

2. The tourist, as defined by articles 1175 and 1375 of the civil code, directly or through the seller, immediately informs of eventual defects of conformity found during the execution of a tourist service as per the holiday package agreement.

3. If one of the tourist services is not made as established in the contract, the organizer must solve the conformity defect, a part if this is not possible or if it is too expensive, considering the type of defect of conformity and the value of the tourist services involved by the defect. If the organizer does not solve the defect, a reduction in price will be applied.

4. A part from the exceptions of point 3, if the organiser does not solve the defect within a reasonable period of time fixed by the tourist in relation with the duration and characteristics of the holiday package, with the claim made according to point 2, the tourist can personally solve the defect and ask for a refund for the necessary expenses, proved by documents; if the organiser does not want to solve the defect of conformity or if it is necessary to solve it immediately, the tourist mustn't tell immediately a term.

5. If a defect of conformity, as defined by article 1455 of the civil code, constitutes an irrelevant failure of the tourist services included in a package and if the organiser does not solve it within a reasonable period established by the tourist in relation with the duration and characteristics of the holiday package, with the claim made as defined in point 2, the tourist can, without any expenses, immediately withdrawal the agreement of tourist package or, at least, ask for a reduction in price, a part from the eventual damages compensation. If case of withdrawal of the agreement, if the package included the transport of passengers, the organiser foresees also at the return of the traveller with an equivalent transport without any delay and without any other costs for the traveller.

6. If it is not possible to ensure the return of the traveller, the organizer pays for the necessary accommodation, which should be equivalent (if it is possible) to the one foreseen by the contract, for maximum three nights for each traveller or for a longer period if it stated by the European Law related to the passengers rights, applicable to the means of transports.

7. The cost limitation stated in point 6 does not apply to people with a reduced mobility, as defined in article 2, paragraph 1, letter a) of regulation (CE) number 1107/2006 and to their escorts, to pregnant women, to minors travelling on their own and to people who need specific medical assistance, if the organiser has been informed of their conditions and needs at least forty-eight hours before the beginning of the package. The organiser cannot appeal to inevitable and extraordinary circumstances in order to limit the responsibility of this comma if the supplier of the transport service cannot assert the same circumstances according to the European law.

8. If, due to circumstances not attributable to the organizer, it is impossible to provide, in the course of execution, a substantial part, by value or quality, of the combination of the tourist services agreed in the tourist package contract, the organizer offers, at no extra charge for the traveller, suitable alternative quality solutions, if it is possible equivalent or higher, than those specified in the contract, so that the execution of the package can continue, including the possibility that the return of the traveler to the place of departure is not provided as agreed. If the proposed alternative solutions result in a lower quality package than the one specified in the tourist package contract, the organizer grants the traveller an appropriate price reduction.

13) MAXIMUM COMPENSATION FOR DAMAGES

1. A part from damages to people or those intentionally caused, the amount of the compensation cannot be more than three times of the total price of the package.

2. 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 Francs germinal for damage to persons, 2,000 Francs germinal for damage to things, and 5,000 Francs germinal for any other type of damage.

3. 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 FOR PROVIDE ASSISTANCE

1. The organizer give assistance in time to the tourist who is in difficulty, giving him the right information regarding health services, local authorities, consular assistance, making remote communications and helping him to find touristic alternatives.
2. The organizer can ask for the payment of a reasonable cost for this assistance if the problem is intentionally caused by the tourist or because of him, not more than the expenses effectively afforded.
3. 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

1. 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.
2. 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

1. 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

As of July 1, 2016, the private management guarantee system introduced by law dated 29 July 2015, number 115 art.9, is active. This legislation obliges the organizer of tourist packages (tour operators) and intermediaries (travel agencies) to take out insurance policies or provide bank guarantees to cover organized tourism contracts which, for travel abroad and travel within a

single country, guarantee, in cases of insolvency or bankruptcy of the intermediary or of the organizer, the reimbursement of the price paid for the purchase of the tourist package and the immediate return of the traveller.

18) JURISDICTION

As defined by article 66 bis of the Consumer Code, for any controversy depending from the present contract the territorial jurisdiction is mandatory of the judge of the place of residence or domicile of the traveller, 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 the Italian one.

ADDENDUM

GENERAL TERMS AND SALES CONDITIONS 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

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 2017/03/2296731