

HOLIDAY PACKAGE - GENERAL TERMS AND SALES CONDITION

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 organizer 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 organizer, 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 organizer the right to cancel the contract, without prejudice to compensation for any further damages suffered by the organizer.

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 parties 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 organizer 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 organizer 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 organizer 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 organizer are refused by the consumer for serious, justified and demonstrable reasons, the organizer 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 organizer'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 organizer 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 organizer of his decision within the prescribed time limits shall constitute his tacit acceptance of the formula proposed by the organizer.

1.4 Apart 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 organizer 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;
- 100% 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 organizer 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 organizer 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 organizer informs him that any services or arrangements inherent in the package are rendered impossible.

2. The organizer may cancel the contract when the minimum number of reservations has not been reached and only if the travelers concerned have been informed of this fact within the time limit specified by the organizer 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 organizer 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) TRAVELERS' OBLIGATIONS

1. Travelers 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 organizer, as well as all administrative or legislative provisions relating to the holiday package. Travelers shall be liable for all damages suffered by the organizer as a result of their failure to respect the obligations described above.

2. The consumer is bound to provide the organizer 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 organizer for any prejudice caused to his right of subrogation.

3. Upon making the reservation, the consumer shall also communicate in writing to the organizer 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, recognized 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 organizer on the basis of his own assessments of standards of quality.

12) ORGANIZER'S RESPONSIBILITIES

1. The organizer 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 organizer 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 organizer 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 organizer 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 organizer foresees also at the return of the traveler with an equivalent transport without any delay and without any other costs for the traveler.

6. If it is not possible to ensure the return of the traveler, 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 traveler 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 organizer has been informed of their conditions and needs at least forty-eight hours before the beginning of the package. The organizer 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 traveler, 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 traveler an appropriate price reduction.

13) MAXIMUM COMPENSATION FOR DAMAGES

1. Apart 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 organizer 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 organizer any irregularities or inadequacies of the holiday package, as well as any failings in terms of its organization or management on his part, as soon as these arise or, in the case of them being not immediately recognizable 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 organizer 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 organizer 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 organizer'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 traveler.

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 traveler, 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 organized holidays or holiday packages. The terminology of the clauses cited relative to the holiday package contract (organizer, 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

PRIVACY STATEMENT GENERAL DATA PROTECTION REGULATION

Pursuant to Article 13 and 14 of the European regulation (UE) 2016/679 (in the following called only GDPR) and relating to the personal data, which the data-controller will receive, we inform as follows:

Controller

APT ROVERETO E VALLAGARINA, Corso Rosmini 21 – 38068 Rovereto (TN)

Tel. +39 0464430363 – E-mail info@visitrovereto.it

Types of data, purposes, and legal basis for the processing

In the following schedule, you can find the type of data we process for the concerned category.

SUBJECTS	TYPE OF DATA	PURPOSES	LEGAL BASIS FOR THE PROCESSING
If you contact us for information and /or quotation	COMMON DATA Name / surname. contact information	Quotation drafting or information on applicant's request	implementation of precontractual measures
If you are a client of our tourist services	COMMON DATA Biographical data. Address Contact information Social security number / VAT registration number. Additional information for offers (such as: day of arrival / departure, number of kids, ...) PARTICULAR DATA (only possible) needed to the provision of the required service.	Quotation drafting or information on applicant's request	Consent (in case of particular data) implementation of precontractual measures
		Fulfilment of its contractual obligations	Consent (in case of particular data) Performance of a contract.
		Compliance with tax obligations Compliance with tax obligations and accounting requirements	compliance with a legal obligation,
		Direct Marketing / newsletter / promotional activity of the controller	Consent Legitimate interest of the data controller
		Profiling (for the send of information about our products or services based on taste- and interest-profiling (Museums / Castles / fortresses, outdoor holiday, Food and wine, family activities, ChrisAPTas Markets))	Consent of the data subject.

		Protection of controller's rights	Legitimate interest of the data controller
If you are a user of our website	COMMON DATA Name / surname. E-mail City Cookies	Newsletter sending	Consent
If you gave us your data in some events or fair,	COMMON DATA Name / surname. Address Contact information School and teaching-subject (only for teachers)	Processing a quotation or information on request of the person concerned	Implementation of precontractual measures
		Direct Marketing / newsletter / promotional activity of the controller	Consent Legitimate interest of the data controller
		Profiling (for the send of information about our products or services based on taste- and interest-profiling (Museums / Castles / fortresses, outdoor holiday, Food and wine, family activities, ChrisAPTas Markets))	Consent of the data subject.
If you are our supplier (individual enterprise or professional)	COMMON DATA Biographical data Contact information Social security number / VAT registration number Bank details	Request for information, quotations, business contacts	Implementation of pre-contractual measures
		Fulfilment of its contractual obligations.	Performance of a contract.
		Compliance with tax obligations and accounting requirements	Compliance with a legal obligation,
		Protection of controller's rights	Legitimate interest of the data controller
If you are an employed or a co-operator of our client, supplier or institutional contact	COMMON DATA Name / surname. Contact information	Request for information, quotations, business contacts	Implementation of precontractual measures
		Fulfilment of its contractual obligations with Your employer	Performance of a contract.
If you are an associate, legal representative and /or manager of our clients or suppliers	COMMON DATA Biographical data Contact information Social security number	Fulfilment of its contractual obligations.	Performance of a contract.
		compliance with legal obligation	Compliance with legal obligations
		protection of controller's rights	Legitimate interest of the data controller

If you are a candidate for the recruitment	<p>COMMON DATA Biographical data Contact information Picture Qualifications / titles Work experience</p> <p>PARTICULAR DATA Possible belonging to sheltered groups</p>	Research, selection and evaluation of people for a possible employment	Within the meaning of Article 111 bis D.Lgs. 196/2003 no consent is required for the required purposes
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Modalities for personal data processing - The process is achieved through operations, made with or without support of election means and consists of the gathering, registration, organization, preservation, consultation, formulation, adjustment, selection, extraction, comparison, utilization, interconnection, block, communication, cancellation and distribution of data. The process is made by the controller, by the handlers, who are expressly authorised by right-holders or by external bodies appointed for the purpose by the controller.

If we would use your data for a purpose different from what said previously, before processing for the further processing, we will give you the entire information, asking, if needed, your approval.

We could use, for the direct promotion of our services, you e-mail you gave us through a previous sale, also if you didn't give the permission and so long as it deals with services similar to the previous sale.

You can always choose not to share this information any more, initially or in subsequent submissions.

Data contribution and refusal - In case of your request of information and /or quotation or in case of a purchase of one of our services, the data contribution is necessary to the fulfilment of the pre-contractual and contractual arrangements and therefore your refusal involves the impossibility to fulfil the contract.

Data receiver- Your personal data will not be spread. They are available only for our authorized people and /or the controller acting on our behalf with contracts providing for an adequate level of protection of personal data, as laid down in the GDPR.

The data may be communicated to all the persons and/or institutions, to which the communication is necessary to the proper working of services you asked for or for legally imposed fulfilment (for example: administrative procedures, accounting obligations, tax obligations).

Data transfer in foreign countries - The data transfer in non-EU countries is not foreseen. We guarantee, in case of need of data transfer in non-EU countries, the transfer will take place in countries, which have an adequacy decision from the European Commission for the purposes of Article 45 of the GDPR.

Data retention - Data are stored for as long as necessary to achieving the objectives of these Privacy Statements, by legal requirement or for the establishment of legal claims. Once the statute of limitations are expired, the personal data will permanently deleted or, alternatively, they will be stored anonymously.

For direct marketing purposes / newsletters / promotional activities of the controller, data will be stored until your consent withdrawal or request for cancellation or for a maximum period of 24 months.

For profiling goals, data will be stored until your consent withdrawal or request for cancellation or for a maximum period of 12 months.

If you sent us your curriculum vitae for a possible employment, the maximum period of conservation is 1 year.

Your rights - You have the right to request the controller: to obtain access to your personal data; to ask for the rectification of inaccurate data or for the integration of incomplete data; to ask for the cancellation (as mentioned in article n. 17 GDPR); to ask for a restriction of data processing (as mentioned in article n. 18 GDPR); to object the data processing; to ask – when possible - a copy of your personal data in electronic form and you also have the right to send these data to use them for other controller's services (data

portability); to ask not to be subjected to a decision, based exclusively on an automated decision-making process, also for profiling, when the decision has a legal effect for you or can cause equally significant effects; to lodge a complaint to the Personal Data Protection Authority www.garanteprivacy.it

GENERAL CONDITIONS OF SALE AZIENDA PER IL TURISMO ROVERETO E VALLAGARINA

APT Rovereto and Vallagarina

The portal visitrovereto.it ('Portal') hosts a technological platform (" Platform "), conceived and developed by "Feratel media technologies AG -6020 Innsbruck · Maria-Theresien-Straße 8" and managed by the Tourist Board Rovereto and Vallagarina, with registered office in Corso Rosmini, 21, 38068 Rovereto (TN) registered in the Trento Company Register, under no. TN 184156, VAT number and Fiscal Code 01875250225, telephone 0464 430363, which allows you to put in contact third party suppliers (" Third Party Sellers ") and buyers, for the purpose of online sales of tourist services ("MarketPlace") . Within the MarketPlace, even Third Party Suppliers can offer and sell their services and conclude purchase contracts with Users.

On the Portal, users can, therefore, purchase services sold by both the Rovereto and Vallagarina Tourist Board and services sold by Third Party Suppliers. The Portal always clearly indicates whether the service is sold by the Rovereto and Vallagarina Tourist Board or by a Third Party Supplier. Azienda per il Turismo Rovereto e Vallagarina, as a mere supplier and technical manager of the platform, is not part of the sales contract between the User and the Third Party Supplier which is concluded exclusively between the Third Seller and the User under the terms and conditions. referred to in the applicable General Contract Conditions.

1 DEFINITIONS

1.1 For the purposes of the application of these General Conditions of Sale, the terms with initial capital letter (whether used in the plural or singular form) shall have the following meanings

- Cancellation Policy: terms and conditions for Booking cancellation.
- Purchase Confirmation: the e-mail sent to the User to confirm purchase of the Product.
- Information: information and material concerning the LTB or Consortium and/or the Supplier and/or its Products, published on their respective channels;
- Booking: the acceptance of an offer for a hospitality Product, requested by the User on the LTB or Consortium or Supplier Channel, including through the Marketplace;
- LTB: APT, Azienda Per il Turismo Rovereto e Vallagarina, with registered offices in Rovereto, Corso Rosmini, 21, 38068 Rovereto (TN), Italy;

- **Booking Centre:** technical management of queries and bookings for hospitality facilities in the Trentino Region, hotels and non-hotel facilities, including private apartments, camping sites and mountain huts, by the LTB or Consortium via phone, fax, or e-mail;
- **APT Channel:** APT's Marketplace (www.visitrovereto.it) and Link Key;
- **LTB or Consortium Channel:** web portal of the LTB or Consortium where the Products' booking and sale system is implemented;
- **Supplier Channel:** web portal of the Supplier, on which the software for the promotion and sale of the Products is implemented;
- **Supplier:** tourist operator part of the LTB or Consortium, or tourist operator of the Trentino Region, marketing its Products on its own Channel (featured also on the APT Channel);
- **Cross-Environment Link Key:** technical operation carried out by APT to make the offers published by an LTB or a Consortium and/or by the Suppliers on their respective Channels visible, in a combined and aggregate form, on third-party websites, including by making use of the aggregations already operated by such third parties and/or by such LTBs or Consortia as Product or Project Pools or other cross-environment initiatives;
- **Marketplace:** the area within www.visittrentino.info made available by APT, in its capacity as provider, hosting the LTBs, Consortia, and Suppliers, who promote their own Products to Users;
- **No show:** User's failure to appear at the Supplier's facilities booked, without having cancelled the booking according to the terms and conditions contained in the applicable Cancellation Policy or in these General Conditions of Sale.
- **Overbooking:** a situation that occurs when a Supplier accepts more Bookings than there is room for. 2
- **Product/s:** commodities and/or services offered by the LTB including those published on the Marketplace;
- **Hospitality Product:** a hospitality product;
- **User/s:** person (natural or legal) accessing the LTB or Consortium or Supplier channels, including through the Marketplace.

2. SCOPE OF APPLICATION

2.1 The Product Purchase agreements between the User and the Supplier, entered into through the Supplier's channel, are governed under these general conditions of sale and under the special conditions of sale laid out by the Supplier.

2.2 In case of discrepancies, the special condition of sale of the Supplier shall prevail over these General Conditions of Sale.

2.3 These General Conditions of Sale can be accessed by the User throughout the purchasing process and are also published on the LTB's or Consortium's website.

2.4 In any case, where the User is a Consumer, the agreements entered into by such User shall be subject also to any applicable mandatory provision of law, in addition to the provisions of law governing e-commerce.

3 SUBJECT MATTER

3.1 These General Conditions of Sale regulate:

- a) the conclusion of electronic agreements concerning the Product offered for sale on the Supplier's Channel;
- b) the conclusion of electronic agreements concerning the Product, entered into by the User through the Booking Centre.

3.2 These General Conditions of Sale and the special conditions of sale established by the Suppliers shall also apply where the User purchases the Product on the Supplier's channel, accessing such Channel through the APT Channel (Marketplace and Cross-Environment Link Key). No sale agreement is entered into on the Marketplace.

4 ROLE OF THE LTB/CONSORTIUM

4.1 The LTB or Consortium is wholly extraneous to the agreement entered into between the User and the Supplier, and, consequently, does not assume any and whatsoever pre-contractual or contractual responsibility connected to the purchase (e.g., failed conclusion of the agreement; User's breach or delay in performing contractual obligations; "overbooking"; "no snow", etc.)

5 PURCHASE OF A HOSPITALITY PRODUCT

5.1 The User enters into an agreement directly with the Supplier, concerning the booking and supply of accommodation, and concerning any other additional goods or services which the Supplier undertakes to provide to the User, against a monetary consideration paid by the User.

5.2 Any additional goods or services which the Supplier undertakes to provide are aimed at enabling the use of the services booked, according to the type of structure selected and in line with the quality standards applicable to the structure's classification or category.

5.3 The booking is followed by a Purchase Confirmation which contains summary information on the essential characteristics of the service booked, price, cancellation and/or payment terms and conditions, and guarantees, if any.

5.4 In certain cases, exclusively in case of private apartments and camping sites, the booking requests are irrevocable (so-called Binding Request). By sending a request, the User makes an irrevocable contractual offer to the Supplier (for a private apartment or camping site) under Articles 1329 and 1331 of the Italian Civil Code.

5.5 The Binding Offer cannot be modified for a maximum period of twenty-four (24) hours of its receipt by the Supplier, within which the Supplier may either accept or decline the booking request. In case of acceptance, the Purchase Confirmation is sent to the User, summarizing all the information as per Article 5.3.

5.6 In case of non-acceptance or if, by the end of the (24 hr) period, the Supplier has not sent any Purchase Confirmation, a non-acceptance communication is sent to the User.

5.7 Upon conclusion of the booking process, the Supplier is directly bound towards the User to provide the tourism services booked, and the User is bound towards the Supplier, according to the terms and conditions reported in the Purchase Confirmation.

5.8 Booking from a Supplier may also take place through the Booking Centre managed directly by an LTB or Consortium via fax, e-mail, or telephone. Bookings may be made through the Booking Centre during working hours (from Tuesday to Saturday -normally -from 09:00 a.m. to 1:00 p.m. and from 2:00 p.m. to 6:00 p.m.).

5.9 The Booking Centre operator shall not offer any advice and shall simply make the Supplier's Channel available to the User via fax, e-mail, and telephone.

5.10 The order in which the structures available for Booking are listed on the Channel is casual, and does not follow any classification or quality criteria, as the structures are selected according to the search criteria entered by the User directly (or via Booking Centre, LTB, or Consortium) upon searching through the system, based on the following parameters: location, period, duration of stay, number of rooms requested, number of guests, and any filter applied to the services requested.

5.11 The User acknowledges that the LTB or the Consortium reserves the right to regulate, independently and under their exclusive responsibility, the order in which the structures available for booking are presented.

6 HOSPITALITY PRODUCT PURCHASE AND DESCRIPTIVE DATA

6.1 The information relating to the Hospitality Product offered are contained in the offer notes or details, accessible by the User before concluding the purchase process.

6.2 The term descriptive data shall mean the Information concerning the hospitality structures available for booking on the Supplier's Channel, providing a description of the structure, including its characteristics, the services available, images (photo/video/audio-video), and any other and different information or image published or divulged by the Supplier. The booking data provide information on the availability of rooms/accommodation, prices, offers, etc.

6.3 All the Information is published on the Supplier's Channel directly and autonomously.

6.4 The Supplier shall be directly and solely responsible towards the User for the correctness, comprehensiveness, truthfulness and updating of the Information, and particularly for:

6.5 LTB or Consortium and/or APT do not and cannot carry out, and do not guarantee any check respecting the Information and the materials published by the Suppliers, and thus they do not, in any manner whatsoever, offer any guarantee or undertake any responsibility for any damage or loss suffered by the User in connection to or deriving from the circumstances listed under Article 6.4, letters a), b), and c).

a) the content, nature, accuracy and comprehensiveness of the information, and for its truthfulness, updating, and compliance with the law, including with respect to information on the availability of rooms/accommodation and their relative prices, and on the quality of the service offered;

b) the proper authorization or right to use any materials and/or files uploaded or made accessible by the structure through links leading to third-party websites;

c) the compliance with any obligation of law connected to the exercise of the Supplier's business activity or to the conclusion of an on-line agreement between User and Supplier (e.g., information provided to the User under the terms of the Consumer's Code or the Tourism Code).

7 Credit Card (Hospitality Product) 7.1 The Supplier's Channel does not include any on-line payment method for the bookings made by Users. The bookings shall be paid for off-line, and any down payments, or any penalty fee charges in the cases provided for in these Conditions of Sale, shall also be discharged off-line, including where credit card details are requested online.

7.2 The Supplier may ask the User to provide their credit card data for several purposes, including to secure their bookings; to pre-pay or pay any deposit and/or any charges due in case of application of the penalty fee, as indicated during the booking phase; in case the User should fail to provide full payment, without justification, at the end of their stay.

7.3 The data provided by the User are processed through information systems compliant with PCI DSS (Payment Card Industry Data Security Standard). All the transactions are carried out on connections protected through SSL (Secure Socket Layer) protection codes and https (http secure) protocol.

7.4 The acceptance of these General Conditions of Sale and the Supplier's special conditions of sale shall be valid as preventive authorization to the Credit Institution and to the Supplier to use the data entered by the User for the above-indicated purposes.

7.5 The data collected, without prejudice to any applicable obligation of law, shall be erased immediately upon conclusion of the processing thereof.

7.6 Upon occurrence of the circumstances indicated by the Supplier in the special condition of sale, credit card details may be used by the Supplier off-line.

7.7 It is understood that neither APT or LTB or the Consortium assume any responsibility in the event of frauds or abuses carried out by third parties with the credit card details collected upon completing the booking, provided that such fraud or abuse is not connected to any act or fact ascribable to APT, the LTB or the Consortium on account of wilful misconduct or gross negligence.

8 GUARANTEES - CONFIRMATION DEPOSIT (HOSPITALITY PRODUCT)

8.1 The Supplier is entitled to request from the User, as guarantee for the booking of their structure, the payment of a sum of money by way of confirmation deposit under Article 1385 of the Italian Civil Code, and by way of down payment over the full sum due.

8.2 Such deposit payment represents a percentage of the full sum due for the service booked, calculated based on the rate communicated by the Supplier to the User, who provides the payment thereof via bank transfer to the coordinates provided by the Supplier, or via credit card.

8.3 The deposit - once paid - is held (also) by way of down payment over the price of the stay.

8.4 If, once the confirmation deposit is provided, the User should default, the Supplier may withdraw from the agreement and keep the paid deposit; if the Supplier should default, the User may withdraw from the agreement and demand the reimbursement of the sums paid under this Article.

8.5 In case of bank transfer the booking is done “subject to collection” of the deposit, which is to be deemed a condition for termination under Article 1353 of the Civil Code.

8.6 The Supplier is thus bound to keep the booking valid for five calendar days as of the date in which the booking is sent. Within the same period of time (5 days), the User must complete the payment and send the Supplier, either via fax or via e-mail, a copy of the bank transfer slip showing the Transaction Reference Number or other equivalent code.

8.7 If the above period of time has lapsed without the Supplier having received evidence that the requested payment was made, if the Supplier wishes to be released from any obligation towards the person who ordered the booking, they must immediately contact the User in writing (via e-mail) to receive confirmation that the payment was not made, and shall consider the above termination condition to have taken place, releasing the User from any obligation. The Supplier shall also be released from any obligations towards the User in case the Supplier’s attempts to contact the User fail, if the User fails to reply to the above e-mail within twelve (12) hours from when it was sent.

8.8 In case of a booking requiring the payment of a deposit through bank transfer and/or credit card, the User and the Supplier undertake to comply with the conditions laid out in this Article.

9 GUARANTEES - “LAST MINUTE” BOOKING (HOSPITALITY PRODUCT)

9.1 In case the booking is made “last minute”, meaning that the stay is scheduled to start within four (4) days, counting from the day after the day in which booking is made, the Supplier may, upon receiving such booking, contact the User in writing no later than twenty-four (24) hours from the booking, to request further forms of guarantee in addition to those accepted by the User in the booking process.

9.2 The Supplier may thus request the User to provide:

a) the User’s credit card details, in order to immediately start the payment process for a sum of money, by way of confirmation deposit under Article 1385 of the Italian Civil Code. The Supplier may exercise this faculty exclusively when the “last minute” booking is done through a bank transfer, and the bank transfer is yet to be made by the User, or in case of communication of credit card details as booking “guarantee”; or

b) within the period of time decided by the Supplier, via e-mail or via fax, a copy of the bank transfer slip showing the Transaction Reference Number or equivalent code. This shall apply exclusively when the bank transfer has already been made by the User. 9.3 It is understood that the Supplier must exercise such faculty in writing - via e-mail or via fax - and by no later than twenty-four (24) hours of the booking, with the consequence that, in case the Supplier should make such request verbally or make such request in writing but after expiry of said 24-hour period, the booking validly entered in the system shall produce binding effects upon the Parties.

9.4 In all the cases provided under letters a) and b) of Article 9.2 above, the User must comply with the Supplier’s request no later than as requested. Where the User should fail to comply with the above, the Supplier shall be entitled to terminate the agreement under Article 1456 of the Civil Code.

9.5 Therefore, the User shall be deemed exonerated from any and whatsoever obligation towards the User, without any possibility for the latter to claim any sums by way of indemnification or compensation or on any other grounds. The above shall apply, by way of example and not limitation, in the event the User should fail to provide their credit card details; in case the credit card payment of the deposit does not go through; where

the User should fail to send the bank transfer slip within the due time, or in case the User was unreachable, with evidence of the Supplier's attempts to reach the User, in the twenty-four (24) hours following the booking.

9.6 Conversely, where the User should comply with the Supplier's request, and pays the deposit or promptly sends a copy of the bank transfer slip, the Supplier shall be under obligation to send the User an e-mail (or fax) containing a summary of the terms and conditions personally and directly agreed to between the Supplier and the User.

9.7 The confirmation deposit paid by the User shall also be held by way of down payment over the price of the stay.

Start and End of the Stay (Hospitality Product)

9.8 The User shall be entitled to use the booked services from 14.00 of the scheduled arrival date.

9.9 The booked services shall terminate by 10.00 of the leaving date.

9.10 In the event the Guest should fail to vacate the premises by 10.00 of the leaving date, the Supplier shall have the right to invoice an additional day of stay.

9.11 Should the User leave ahead of the scheduled leaving date, the Supplier shall have the right to demand the full compensation agreed, and shall also be at liberty, where possible, to assign the unused units to other users.

10 WITHDRAWAL AND BOOKING CANCELLATION - NO SHOW (HOSPITALITY PRODUCT)

10.1 In compliance with Article 55, paragraph 1, letter b), of Legislative Decree No. 206 of 06/09/2005 (Consumer's Code), the right of withdrawal provided under Article 64 of said Code does not apply to the provision of hospitality services.

10.2 Users' booking cancellations shall be subject to these General Conditions of Sale and to the Supplier's special conditions of sale.

10.3 In order to cancel a booking, the User must serve a written communication (in the manners indicated in the purchase Confirmation) upon the Supplier, the LTB, or Consortium info@visitrovereto.it. A booking cancellation communicated by the User to the LTB or Consortium shall have the equivalent effects of a booking cancellation communicated directly to the Supplier.

10.4 Where a booking is cancelled within the agreed times, the User shall be entitled to be reimbursed for the confirmation deposit paid upon booking, net of any costs, duly accounted for, borne by the Supplier.

10.5 The confirmation deposit shall be reimbursed via bank transfer within 30 days of the cancellation if the confirmation deposit has already been credited to the Supplier, or, if the sum hasn't been credited, within 30 days of the date in which the confirmation deposit is received by the Supplier.

10.6 If the booking cancellation is received after the agreed time, or is not received at all, or if the User fails to appear at the structure (so-called No Show), the Supplier may apply the following fees:

10.7 A No Show shall occur when the User has failed to arrive at the booked facilities by 18.00 of the scheduled day of arrival, unless agreed otherwise.

10.8 Any modification by the User to the duration of a previously booked stay and/or a reduction of the booked accommodations, must be agreed directly with the Supplier, without prejudice to the Supplier's right to invoke the provisions of this Article, where applicable.

- in case of confirmation deposit, as provided under Article 8 above, the Supplier may keep the full sum paid via bank transfer or via credit card;

- in case the User has provided their credit card details as a form of guarantee for the booking, the Supplier may withdraw from such card the sum agreed by way of penalty fee. In this case the Supplier must expressly inform the User, via e-mail or fax, of its intention to charge the User for the sum agreed by way of penalty fee.

11 REPLACEMENT ACCOMMODATION: UNFORESEEABLE CIRCUMSTANCES OR FORCE MAJEURE - OVERBOOKING (HOSPITALITY PRODUCT)

11.1 By sending a booking, the Supplier undertakes an obligation towards the User, and cannot withdraw from the booking or cancel it, including in part, being under obligation to provide the booked service, unless the booking has become impossible due to unforeseeable circumstances or force majeure, except in case of default of the User as provided under the express termination clause.

11.2 Upon the occurrence of unforeseeable circumstances or force majeure, the agreement with the User is terminated, and the Supplier is exclusively under obligation to return the sums received from the User to confirm their booking.

11.3 However, with the consent of the User, the Supplier may make available to the User an alternative accommodation, as a replacement of the accommodation booked and no longer available, as long as the such alternative accommodation has equivalent or superior characteristics to the accommodation booked.

11.4 Conversely, in case the service being booked is unavailable on account of Overbooking or for any other reason ascribable to the Supplier (such as imperative management reasons), the Supplier shall be under obligation to provide the client an alternative accommodation in a category that is equivalent or superior to the one booked, within the same facilities or, if necessary, within different facilities located in the same location or in a neighbouring location, belonging to a category that is at least equivalent to that of the Supplier, and offering similar or superior services.

11.5 Any additional costs for such replacement accommodation shall be borne entirely by the Supplier.

11.6 However, in the case provided under 12.4, where the User should decline such alternative accommodation, the latter shall be entitled to the reimbursement of double the sum paid by way of confirmation deposit, unless no such deposit was paid, in which case the Supplier is under obligation to pay the User, by way of penalty fee, a sum equivalent to 20% of the total cost of the services originally booked.

11.7 Likewise, in the case provided under 12.4, where the Supplier should be unable or unwilling to find an alternative accommodation with the characteristics detailed above, and if the User has paid a confirmation deposit, the Supplier is under obligation to return double the confirmation deposit received. Vice-versa, where no confirmation deposit was paid, the Supplier shall be under obligation to pay the User, by way of penalty fee, a sum equivalent to 50% of the total cost of the services originally booked.

11.8 Without prejudice to the User's right to receive the above sums due by the Supplier, the LTB or Consortium - where it may be possible and in case of inaction of the Supplier - may look for an alternative

accommodation for the User, as a replacement of the accommodation booked and no longer available, with equivalent or superior characteristics to the accommodation originally booked (so-called “rerouting”). It is understood that:

- the User must pay the new structure found by the LTB or Consortium the sums requested by said structure on account of such alternative accommodation, in line with the applicable prices;
- the LTB or the Consortium offers no guarantees whatsoever with respect to the sums due to the User by the Supplier being replaced;
- the User may not in any way whatsoever claim any payment by the LTB or Consortium of any sums paid to the Supplier being replaced, including by way of deposit, and may not claim any reimbursement from the LTB or the Consortium on account of any default of the Supplier.

12 RIGHTS OF THE USER (HOSPITALITY PRODUCT)

12.1 From the beginning of the stay, the User acquires the right to use the rented units, the furnishings therein, and the structures which are normally, and under no special conditions, are available to guests.

13 OBLIGATIONS OF THE USER (HOSPITALITY PRODUCT)

13.1 Upon booking, the User must provide truthful information, especially with respect to the age and number of the guests for which the booking is submitted.

13.2 As of the booking, to submit any request and/or modification the User must contact the Supplier directly, using the indications reported at the end of the purchase Confirmation.

13.3 Any request for partial modification of the booking must be submitted - exclusively in writing - to the Supplier booked, which, compatibly with its organizational requirements, may accept or decline such requests, or agree any modifications with the User, under the same terms and conditions originally agreed, and in the manners and times which the Supplier shall deem opportune. Article 15.2 shall apply.

13.4 The payment of the sum due by the User must be made directly to the Supplier, as per the instructions provided by the latter in the purchase Confirmation, net of any confirmation deposit paid, if any, which is withheld by way of down payment, without prejudice to the compliance with any provision of law respecting payments in cash.

13.5 Before using any unusual electric equipment, the User must request the prior authorization of the Supplier.

13.6 For any damages caused by the User, the general laws and regulations applicable to damage compensation shall apply.

13.7 Therefore, the User shall be liable for any fact or act ascribable to the User, either directly or indirectly (as caused by persons under the User’s responsibility), which have caused any damage to the Supplier or to third parties.

14 RIGHTS OF THE SUPPLIER (HOSPITALITY PRODUCT)

14.1 In case the User should refuse to pay the due sums, or make any payments in arrears, the Supplier shall have the right to retain the User's belongings which are still within the hospitality structure, in order to guarantee its right to obtain payment of the sums due on account of the services provided.

14.2 If, upon checking-in, the number of adults and children, and their respective ages, should differ from the numbers and ages declared in the booking, the Supplier shall be entitled to replace the assigned accommodation with more adequate ones, if available, or request the payment of an additional sum over the sum originally agreed, or annul the booking for default and cause of the User, and keep the sum paid by way of deposit.

14.3 The Supplier shall have the right to remove the User from the hospitality structure if the User:

- a) uses the facilities in such a way as to damage the property or make it intolerable for the other guests to reside within the same structure, holding a disrespectful, outrageous, or in any way reckless conduct, or being responsible for criminally liable conducts against the Supplier, the members of staff and/or the persons who are within the hospitality structure;
- b) suffers from any contagious illness or an illness which evolution exceeds the duration of the agreed stay, or in case special care is required.
- c) fails to discharge, within the agreed times, the payment of the sums requested and due.

15 OBLIGATIONS OF THE SUPPLIER (HOSPITALITY PRODUCT)

15.1 The Supplier is under obligation to provide the services agreed in line with the quality standards adequate to the type of service booked and the classification of the hospitality structure booked.

16 ANIMALS (HOSPITALITY PRODUCT)

16.1 The presence of animals is normally not allowed inside the hospitality structure, unless previously authorised by the Supplier, and subject to an additional charge, if applicable. Such authorisation must be requested upon submitting a booking request.

17 FEEDBACK AND RATING (HOSPITALITY PRODUCT)

17.1 The system includes a Feedback system, by publishing the evaluations and comments submitted by previous guests of a hospitality structure in the Trentino region.

17.2 At the end of their stay, the User is automatically sent a message to invite them to rate their stay, and the services in general, by assigning points through a set evaluation form, or by expressing their own personal comments on their stay.

17.3 The system also features the average points awarded by Users (Rating) who have stayed in the same structure.

17.4 The Users' evaluation (points and comments, if any) is published automatically. APT and/or the LTB or Consortium do not overwrite, interpret, or modify the comments expressed by the Users.

17.5 APT and/or the LTB or Consortium do not make any checks as to the accuracy of the claims made in any comment or to the facts from which the points assigned by the User to the Supplier originate.

17.6 The User assumes every responsibility associated with, on any grounds whatsoever, the content of their comments, and undertakes to indemnify and hold APT and/or the LTB or Consortium harmless from any and whatsoever claim on such regard (including any legal costs and expenses) irrespective of who raises such claims.

17.7 The LTB or the Consortium invite the User to manifest their thoughts within the limits dictated by common sense, civility, and without using any wrongful expressions, that is any expressions contrary to the law, public order and decency.

17.8 The Supplier may, in any case, respond to the evaluation received. The comments which are objected to on grounds of being wrongful shall be immediately removed by the LTB or Consortium.

18 RESPONSIBILITY

18.1 The User acknowledges and accepts that no responsibility may be ascribed to the LTB or Consortium:

- on account of the failed conclusion of bookings through the Supplier's Channel, for mistakes in bookings, any direct or indirect damages caused by the impossibility, including temporary, to use the system due to causes not ascribable to the LTB or Consortium, or for any direct or indirect damage deriving from the abuse use thereof by third parties;
- for breach or delay in performance of the agreement entered into between the User and the Supplier;
- for the Information entered or communicated to the LTB or Consortium by a Supplier, who shall be solely and directly liable for any matter pertaining to the accuracy, completeness, translation, and updating of the Information on the Supplier's Channel, and for the availability of rooms and accommodation, the prices indicated, the quality of the services offered, and the information provided, including photographic;
- in case the above Information should infringe any third-party right (by way of example and not limitation, image rights, copyright, brands, etc.);
- in case the transaction using the credit card details to charge a cancellation penalty fee should not be successfully completed due to insufficient funds or for causes other than causes subject to checks, or occurring at a time after the date of booking.

19 SUSPENDED ACCESS TO AND USE OF THE SUPPLIER'S CHANNEL

19.1 The User declares to be aware that the LTB or Consortium may or will be forced to temporarily suspend or definitively prevent any access to or use of the Supplier's channel in the following cases:

a) unforeseen circumstances or force majeure;

b) orders issued by an Authority;

c) upgrading, repair, and maintenance works. 19.2 In the case of letter c), the LTB or Consortium undertakes to enable access to the Supplier's Channel within 48 hours, provided that such suspension depends on the LTB or Consortium and falls within its sphere of operation.

20 APPLICABLE LAW AND JURISDICTION AND VENUE

20.1 These General Conditions of Sale and the Supplier's special conditions of sale are governed under the laws of Italy.

20.2 Any disputes that may arise out of the performance and/or interpretation and/or validity of these terms and conditions, or any other matter connected thereto shall be subject exclusively to the laws and the jurisdiction of the courts of Italy.

20.3 Without prejudice to the above, if:

a) the User should be qualified, under the terms of Legislative Decree No. 79 of 23/05/2011 (Tourism Code) and Legislative Decree No. 206 of 06/09/2005 (Consumer's Code), as a Tourist-Consumer, the competent Court shall be the Court having jurisdiction over the User place of residence or domicile, if such place is within the territory of the State of Italy;

b) the User is not a Tourist-Consumer or, though qualified as Tourist-Consumer, is not resident or domiciled in the national territory of Italy, the Court with exclusive jurisdiction to decide on any dispute connected with these Conditions shall be the Court of Rovereto.