

## GENERAL CONDITIONS OF CONTRACT FOR THE SALE OF PACKAGE TOURS

### CONTENT OF THE CONTRACT FOR THE SALE OF TOURIST PACKAGES

In addition to the general conditions explained below, the following list constitutes an integral part of the contract of a travel: the description of the package tour included in the travel program, and the booking confirmation of the services required by the tourist. The tour operator sends them to the tourist or to the travel agent as mandatory of the tourist; therefore the tourist has the right to receive them from the travel agent. When the tourist subscribes the purchase proposal for the package tour, he/she has to keep in mind that it means that he/she or the beneficiary of the all inclusive service has read and accepted both the travel contract, the connected warnings and these general conditions.

### 1. LEGISLATIVE SOURCES

The contract for the sale of a package tour, whether the related services are to be provided in Italy or abroad, is governed by the "Tourism Code", in particular by the articles from 32 to 51-novies modified by the Legislative Decree no. 62 of Mai 21<sup>st</sup>, 2018, with the implementation and execution of the 2015/2302 EU Directive and the provisions of the Civil Code related to the transport and to the mandatory where applicable.

### 2. ADMINISTRATIVE ARRANGEMENTS

The organizer and the seller of a package tour, which are the references for the traveler, must be authorized to execute the respective activities on the basis of the current legislation, included regional or municipal legislation, where applicable. Before the termination of the contract, the organizer and the seller inform the third party about the details of the insurance policy related to the professional civil liability risk coverage and about the other elective or compulsory warranty policies that safeguard the traveler for the coverage of the events that can influence the performance or execution of the travel (for example the cancellation of the travel or the coverage of medical expenses, anticipate return, lost or damage of luggage) and about the extreme of the guarantee against the risk of default or bankruptcy of the organizer or intermediary in relation to their competence, with the purpose of refund of the deposited amount or return of the traveler by the place of departure if the package tour includes the transport service. In accordance with the art. 18(6) of the Tourism Code, the use of the words "travel agency", "tourism agency", "tour operator", "travel mediator" or other related words or terms, even in foreign language, within the business name is possible only for the authorized companies, the same described in the first subparagraph.

### 3. DEFINITIONS

For the purposes of the contract of package tour, the following definitions apply:

**a) professional**, any public or private, natural or legal person that, in the context of his/her commercial, industrial, artisan or

professional activity connected to the contract of organized tourism, acts (even through other people who work in his/her name or on his/her behalf) as organizer, seller, professional that supports connected travel services, or provider of travel services, on the basis of the Tourism Code.

**b) organizer**, a professional that combines packages and sells them or offers them for sale either directly or through another trader or together with another trader, or the trader who transmits the traveler's data to another trader.

**c) seller**, the professional, different than the organizer, who sells or offers for sale combined packages created by an organizer.

**d) traveler**, any person who is seeking to conclude a contract, enters into a contract or is entitled to travel on the basis of a concluded contract, within the scope of the implementation of the lay related to the organized tourism.

**e) establishment**, establishment as defined in Article 8(e) of Italian Legislative Decree No 59 of 26<sup>th</sup> March 2010

**f) durable medium**, any instrument which enables the traveler or the trader to store information addressed personally to them in a way accessible for future reference for a period of time adequate for the purposes of the information, and which allows the unchanged reproduction of the information stored;

**g) unavoidable and extraordinary circumstances**, a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken

**h) lack of conformity**, non-performance of the travel services included in a package

**i) point of sale**, any retail premises, whether movable or immovable, or a retail website or similar online sales facilities, including where retail websites or online sales facilities are presented to travelers as a single facility, including a telephone service

**l) return**, the traveler's return to the place of departure or to another place the contracting parties agree upon.

### 4. DEFINITION OF PACKAGE TOUR

The definition of package tour is: the combination of at least two different types of travel services, such as: 1. the transport of passengers; 2. the accommodation which is not an integral part of the passenger transport and is not for residential purposes or for long term language sources; 3. the rental of car, other vehicles or motor vehicles requiring the possession of the category A driving license; 4. any other tourist service that is not an integral part of the travel services listed in items 1), 2), or 3) and is not a financial or insurance service connected to the trip or to the holiday, if at least one of the following conditions applies:

1.) such services are combined by a single professional, even on request of the traveler or on the basis of his/her selection, before a single contract for each service is concluded.

2.) such services, even if they are concluded with individual provider, are:

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2.1) services purchased at a single store and selected before the traveler agrees the payment;  
2.2) offered, sold or invoiced at an inclusive or total price;  
2.3) services advertised or sold under the name "package" or similar names;  
2.4) services combined after the conclusion of the contract with which the professional allows the traveler to choose among a range of different types of travel services; or purchased from different separate professionals through online booking processes where the name of the traveler, the payment details and the e-mail address are transmitted by the professional with whom the contract is concluded to one or more traders and the contract with the latter trader or traders is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.

### 5. CONTENT OF THE CONTRACT – PURCHASE PROPOSAL AND DOCUMENTS TO BE PROVIDED

At the conclusion of the contract for the sale of package tours or without undue delay thereafter, the organizer or seller shall provide the traveler with a copy or confirmation of the contract on a durable medium. The traveler shall be entitled to request a paper copy if the package tour contract has been concluded in the simultaneous physical presence of the parties.

With respect to off-premises contracts as defined in the Article 45(1)(f) of Italian Legislative Directive n. 206 of September 6<sup>th</sup> 2005, a copy or the confirmation of the package tour contract shall be provided to the traveler on paper or, if the traveler agrees, on another durable medium.

The contract stands the right to access the Guarantee Fond set out in the art. 21.

### 6. INFORMATION TO THE TOURIST – TECHNICAL SHEET

Before the beginning of the travel, the organizer and the seller shall communicate the following information to the traveler:

a) timetable, intermediate stops and transport connections; if the time has not yet been established, the organizer and, where applicable, the seller shall inform the traveler about the approximate time of departure and time of return;

b) information of the air carrier, if not already known at the moment of the reservation, art. 11(2) Reg. Ce 2111\05: "Where the identity of the operating air carrier or carriers is not yet known at the time of reservation, the air carriage contractor shall ensure that the passenger is informed of the name or names of the air carrier or carriers that is or are likely to act as operating air carrier or carriers on the flight or flights concerned. In such case, the air carriage contractor shall ensure that the passenger is informed of the identity of the operating air carrier or carriers as soon as such identity is established and their possible ban in the European Union".

c) location, main characteristics and where applicable, the tourist category of the accommodation within the meaning of the law of the country of destination;  
d) meals included or excluded;  
e) visits, excursions or other services included in the total prices established for the package;  
f) travel services offered to the traveler as part of a group and, in this case, the approximate size of the group;  
g) the language in which the services are provided;  
h) information about the possibility that the travel or holiday is suitable for people with reduced mobility and, on request of the traveler, accurate information about the suitability of the travel or holiday that take care of the necessity of the traveler. Specific requests (such as about provision and/or performance of the services of the package, i.e. the necessity of assistance for people with reduced mobility in airport, request for particular meals on the airplane or in the stay location) have to be requested at the time of the reservation and have to be the object of specific agreement between the traveler and the organizer or, where applicable, even through the travel agency.  
i) the total price of the package tour inclusive of taxes and all additional fees, charges and other costs, including any administrative and handling costs, or, where those costs cannot reasonably be calculated in advance of the conclusion of the contract, an indication of the type of additional costs which the traveler may still have to bear;  
j) the payment method, including any amount or percentage of the price to be paid as a down payment and the timetable for the payment of the balance, or the financial guarantees which the traveler is required to pay or provide;  
k) the minimum number of persons required for the package and the time-limit, referred to in Article 41(5)(a), before the start of the package for the possible termination of the contract if that number is not reached;  
l) general information on passport and/or visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination;  
m) information on the traveler's right to withdraw from the contract at any time before the start of the package upon payment of appropriate withdrawal costs or, if envisaged, the standard withdrawal costs required by the organizer in conformity with Article 41(1) of the Italian Legislative Decree 79/2011 and specified on the art. 10 (3);  
n) information on optional or compulsory insurance to cover the cost of unilateral termination of the contract by the traveler or the cost of assistance, including return in the event of accident, illness or death;  
o) details on the insurance coverage referred to in Article 47, paragraph 1, 2, 3 of Italian Legislative Decree 62/2018.  
p) If the contract has been negotiated off the commercial establishment, the traveler has the right to recede the purchase contract of package tour within a time of five days from the date of conclusion of the contract or from the date he receives the contract terms and the prior information whichever is later,

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without penalty and without giving reasons. In the cases of offers with substantially reduced prices compared to the current offers, the right of withdrawal is excluded. In these last cases, the organizer provides documentary evidence of the price variation, and highlights the exclusion of the right of withdrawal. The organizer predisposes on a catalog or on a different program off the catalog – also electronically – a technical sheet where technical information related to the legal obligation of the Tour Operator are specified, such as:

- data of the administration authorization or Certified Start of Activity Report (S.C.I.A.) of the organizer;
- details of the civil liability insurance policy;
- validity period of the catalog or of the program off the catalog;
- parameters and criteria for the adjustment of the price of the journey (Art. 36 of the Tourism Code)

### 7. PAYMENTS

Upon signing the contract, the following points shall be paid:

- a) the insurance fee (if stipulated);
- b) down payment as indicated by the organizer or the seller, paid as deposit and advanced payment.

For the time covered by the Trading Proposal of the package tour or of the travel services, which is meant before the conclusion of such Agreement, any right originated by the enforcement of said Art.1385 c.c. does not apply.

The balance due must be paid within the deadline established by the organizer and indicated on the catalog or on the booking confirmation. If such amounts is not paid to the organizer within the deadline and therefore the organizer can not pay the Tour Operator, the Travel Agreement is considered as canceled and the cancellation will be communicated through a simple written communication or via e-mail, to the intermediary agency or to the digital residence communicated by the traveler without prejudice to ant guarantee action ex art. 47 Italian Legislative Decree 79/2011 enforceable by the traveler. The balance of the price is considered occurred when the organizer receives the amount directly from the traveler or through the intermediary of the traveler.

### 8. PRICE

The price of the package is determined in the contract, with reference to what is stated in the catalog or brochure program and to any change of the catalogs or programs added subsequently or on the website of the operator.

It may be changed increasing or decreasing, only as a consequence of changes in:

- the price of the carriage of passengers resulting from the cost of the fuel or other energy sources
- the level of fees and taxes of the air transport, landing charges, of boarding or disembarking in the ports or airports;
- exchange rates relevant to the package concerned.

For these changes, reference will be made to the exchange rates and prices in force on the date of publication of the program. It may be changes up to 20 days prior to departure and the price

increased should not be 8% in excess than the original price. In the event of a reduction in price, the organizer is entitled to deduct the effective administrative and handling costs from the refund owed to the traveler, of which he is required to provide proof at the traveler's request.

The price consists of:

- b) participation fee: expressed in the catalog or in the quotation of the package supplied to the intermediary or traveler;
- c) cost of insurance policy against risk of cancellation and/or medical expenses or other required services;
- d) cost of visa, entry and exit fees of the country destination of the holiday or travel.
- e) airport and/or port taxes and charges.

### 9. MODIFICATION OR CANCELLATION OF THE PACKAGE TOUR BEFORE THE DEPARTURE

a) The Tour Operator reserves the right to unilaterally change the conditions of the contract, other than the price, if the change is insignificant. Communication is carried out clearly and precisely through a durable medium, such as e-mail.

b) If, before the departure, the organizer is constrained to significantly alter any of the main characteristics of the travel services specified in Article 34(1)(a) of the Tourism Code, or can not fulfill the specific requests expressed by the traveler and already accepted by the organizer or proposes to increase the price of the package by more than 8%, the traveler may accept the proposed change or terminate the contract, without paying any penalties.

c) If the traveler don't accept the modification referred to in sub-paragraph 1 and request the withdrawal right, the organizer might offer to the traveler a substitute package that presents the same or higher quality.

d) The organizer will inform the traveler without undue delay in a clear and precise manner on a durable medium of the proposed changes (sub-paragraph 2) and their impact on the price of the package (sub-paragraph 6).

e) The traveler must inform the organizer or intermediary of his decision within two working days from the date of receiving notification of changes (sub-paragraph 1). If the organizer don't receive the communication within the deadline, it means that the proposal from the organizer has been accepted..

f) if the changes to the package tour contract, or to the substitute package referred to in sub-paragraph 2, result in a package of lower quality or cost, the traveler will be entitled to an appropriate price reduction.

g) In the event of withdrawal of the package tour contract pursuant to sub-paragraph 2, and if the traveler does not accept a substitute package, the organizer must refund all payments made by or on behalf of the traveler without undue delay and in any event not later than 14 days after the contract is terminated, and is entitled to be compensated for non-performance of the contract, except in the cases mentioned below:

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- h) there is no provision for compensation arising from cancellation of the package tour when the cancellation of the same depends on failure to reach the minimum number of participants that may be required;
- i) there is no provision for compensation arising from cancellation of package tour when the organizer proves that the lack of conformity is due to force majeure and fortuitous events;
- j) there is also no provision for compensation arising from cancellation of the package holiday when the organizer proves that the lack of conformity is attributable to the traveler or to a third party unconnected to the provision of the travel services included in the package tour contract and is unforeseeable or unavoidable.
- k) For cancellations other than those referred to in subparagraph 7(a), (b) and (c), the organizer who cancels the contract will refund the traveler with twice the amount paid by him and actually collected by the organizer, through the travel agent.
- l) The amount to be refunded will never be more than double the amounts that the traveler would be liable to pay on the same date in accordance with the provisions of Article 10(3) if the traveler cancel the service.

### 10. WITHDRAWAL OF THE TRAVELER

The traveler may withdraw the contract without paying any penalty in the following cases:

- increase in price by more than 8%;
- significant modification of one or more elements of the contract objectively configurable as fundamental for the use of the package tour as a whole considered and proposed by the organizer after the conclusion of the contract but before the departure and not accepted by the traveler;
- impossibility to satisfy the specific requests of the traveler and already accepted by the organizer.

In the cases mentioned above, the traveler can:

- accept the alternative proposal if formulated by the organizer
  - request the refund of sums already paid. This refund must be made within the legal deadline indicated in the previous article.
- a) In the event of unavoidable and extraordinary circumstances occurring at the place of destination or in its immediate vicinity which have a substantial impact on the execution of the package or on the transport to the destination, the traveler has the right to withdraw from the contract, before the beginning of the package, without paying withdrawal costs, and to be full reimbursed for the payments for the package, but has no right to additional compensation.
- b) If the traveler withdraws from the contract before departure for any reason, including unforeseen and unexpected reasons, outside the hypotheses listed in the first sub-paragraph or in the art. 9(2), the following costs will be charged to the traveler (regardless of the payment of the deposit referred to Art. 7(1)): the individual cost of practical management and the consideration of insurance cover already required at the time of the conclusion of the contract, and the cost for the request for any visa. As what

concern the amount related to the participation cost and additional costs, the following penalty will be apply; the percentage is calculated on the basis of the number of days before the travel the cancellation happened. The calculation of the days includes all working days (except Saturday and no-working days), the day of the cancellation and the day of the departure, if they are not on Saturday or no-working days. As what concern the calculation of the penalty, the day of the delivery of the cancellation addressed to Onda Verde Viaggi is the effective day. The penalty will be applied as what described below, except for any other restrictive conditions – connected to high seasonal period or to full occupancy period for the structures – and they will be communicated to the traveler at the time of the quotation or anyway before the termination of the contract.

### BUS TRIPS

NO PENALTY up to 21 working days before the departure;  
30% from 20 to 11 working days before the departure;  
60% from 10 to 3 working days before the departure;  
80% from 2 to 1 working day before the departure, by 18:00;  
100% for cancellation communicated after such dates, therefore from the day before the departure (if Saturday or non-working day) onwards or for unused services during the travel.

TRAVEL BY AIR For tours which include FLIGHT, in addition to the penalty listed above the entire amount of the already booked flight ticket will be withhold\*.

Any service may be subject to different penalties, which will be communicated at the time of the booking. The same amounts shall be paid by the travelers who can not participate to the travel due to the lack or irregularity of the personal documents necessary for the expatriation.

- c) In case of organized group, the withdrawal penalty will be subject to specific agreement from time to time upon signing the contract.
- d) The penalties listed above are not applied to travels which include the use of scheduled flight with special prices. In these cases, the conditions related to the withdrawal penalties are deregulated and more restrictive; they are communicated at the time of the quotation of the package tour.
- e) The organizer may withdraw from the contract of package tour and may offer to the travel a total refund for the payment already made for the package, but does not have to pay an additional reimbursement if:
- the number of participants to the package tour is lower than the minimum required by the contract and the organizer communicates the termination of the contract to the traveler within the deadline fixed by the contract or: not later than twenty days before the beginning of the package tour for tours that last more than six days; not later than seven days before the beginning of the package tour for tours that last from two to six days; not later than forty-eight hours before the beginning of the package tour for tours that last less than two days;
  - the organizer is unable to perform the contract due to inevitable and extraordinary circumstances and communicates

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the termination of the contract to the traveler without unjustified delay before the beginning of the tour.

f) The organizer proceeds with all the prescribed reimbursements in base of sub-paragraphs 2 and 6 without unjustified delay and within 14 days from the termination. In these cases, the termination of the contracts signed with third party are established

### 11. ORGANIZER'S LIABILITY FOR IMPROPER PERFORMANCE AND SUPERVENING IMPOSSIBILITY IN THE COURSE OF PERFORMANCE – TRAVELER'S OBLIGATIONS – COMPLAINT TIMELINESS

a) The organizer is liable for the performance of the travel services included in the package travel contract, irrespective of whether those travel services are to be performed by the organizer, by the organizer's auxiliaries or agents when acting in the exercise of their functions, by third parties whose work the organizer may have recourse to, or by other travel service providers under Article 1228 of the Italian Civil Code.

b) In accordance with the obligations of fairness and good faith, under Articles 1175 and 1375 of the Italian Civil Code, the traveler must promptly inform the organizer, directly or via the seller, taking into account the circumstances of the case, of any lack of conformity found during the performance of a travel service included in the package tour contract.

c) If one of the travel services is not performed as agreed in the package tour contract, the organizer will remedy the lack of conformity, unless this is impossible or excessively onerous, taking into account the extent of the lack of conformity and the value of the travel services affected by the lack of conformity. If the organizer does not remedy the lack of conformity, the traveler is entitled to a price reduction as well as to a compensation for the damage which the traveler sustains as a result of the lack of conformity, unless the organizer proves that the lack of conformity is attributable to the traveler or to a third party unconnected with the provision of the travel services, or is unavoidable or unforeseeable or due to extraordinary and unavoidable circumstances.

d) Subject to the above exceptions, if the organizer does not remedy the lack of conformity within a reasonable period set by the traveler with the complaint made pursuant to sub-paragraph 2, the traveler may personally remedy the lack of conformity and request reimbursement of the necessary, reasonable and documented expenses; if the organizer refuses to remedy the lack of conformity, or if it is necessary to remedy it immediately, the traveler does not need to specify a time limit. If a lack of conformity, constitutes a significant failure to perform the travel services included in a package and the organizer has not remedied it within a reasonable period set by the traveler with regard to the duration and characteristics of the package, the traveler may terminate the package tour contract with immediate effect or, if necessary, request a price reduction, without prejudice to any compensation for damages

If the organizer, after the departure, is unable to provide for any reason expect for travelers' liability an essential part of the services provided by the contract, will have to manage adequate alternative solutions to permit the continuation of the planned travel; the solutions will not implicate duties at the expense of the traveler. In alternative, the organizer may refund the traveler within the limits of difference between the original planned services and the effective services.

The traveler may reject the alternative solution only if is not comparable to the agreement of the contract or if the price reduction is inappropriate. Whatever any alternative solution is possible, that means that the planned solution by the organizer has been rejected by the traveler since the solution is not comparable to the services of the contract or since the reduction of the price is inadequate, the organizer will provide (without additional costs) a means of transport equivalent to the original one planned for the return travel to the point of departure or to the agreed place, compatibly to the availability of means and seats; the organizer will refund it for the difference between the cost of the projected services and the cost of the effective services until the moment of the early return.

### 12. PROCEDURE REPLACEMENT AND VARIATION

a) The traveler may transfer the sale contract of a package tour to a person that satisfies all the conditions for the use of the service; the traveler has to communicate it to the organizer through durable medium within seven days before the beginning of the package tour.

b) The transferor and the transferee of the package tour contract are jointly responsible for the payment of the balance of the price and any additional fees, charges and other costs, including any administrative and handling costs resulting from such transfer.

c) The organizer will inform the transferor of the actual costs of the transfer, which will not exceed the actual costs incurred by the organizer as a result of the transfer of the package tour contract, and will provide proof of the additional fees, charges or other costs resulting from the transfer of the contract. In the event of a travel contract with air transport for which tickets have been issued at a concessional and/or non-refundable rate, the transfer could involve the issue of new air tickets at the price available on the date of the transfer.

### 13. TRAVELER'S OBLIGATIONS

a) Without prejudice to the obligation of prompt notification of the lack of conformity, as provided for in Article 11(2), travelers must comply with the following obligations

b) With reference to the law related to the expatriation of minors, read the indication on the website of the Italian State Police. It should be noted that the minors must be in possession of the personal document valid for travel abroad or passport or, for travels in EU country, identity card valid for the expatriation. As what concern the exit from the country of children under 14 years old and of all the people who need the

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Authorization of the Judicial Authority, it is necessary to follow the indication on the website of the Italian State Police <http://www.poliziadistato.it/articolo/191/>.

c) Foreign people must find the equivalent information through the diplomatic representations situated in Italy and/or from the equivalent official government information channels.

Anyway travelers must check, before the departure, the update by the competent authorities (for Italian citizens, the local police headquarters or the Minister of Foreign Affairs through the website [www.viaggiaresecuri.it](http://www.viaggiaresecuri.it) or the telephone operator center to the number +39 06.491115) and they must update. The lack of this check means that the intermediary or the organizer has not the responsibility for the impossibility to leave for one or more travelers.

d) Travelers must inform the intermediary and the organizer about their citizenship at the moment of the request of booking of a package tour or other travel services; moreover, at the moment of the departure, they must verify that they have all the vaccinations, the individual passport, documents valid for all the countries on the itinerary, and the required visas and health certificates that may be required for the stay or for the transit.

e) Moreover, with the aim to verify socio-political security situation, health, and all the necessary information related to the countries of destination and, therefore, the effectiveness of the purchased services or of the services to buy; the traveler must obtain the official general information by the Ministry of Foreign Affairs and broadcast through the institutional website of the Farnesina [www.viaggiaresecuri.it](http://www.viaggiaresecuri.it). The above information is not contained in T.O. catalog - online or on paper - since they contain descriptive information of a general nature as indicated in Article 34 of the Tourism Code and because they change over time. The same shall therefore be assumed by the travelers.

f) If, on the date of booking, it emerges from official information channels that the chosen destination is a place subject to a warning for security reasons, the traveler who subsequently exercises the right to withdraw can not invoke the ceasing of the contractual cause connected with the country's security conditions for the purposes of exemption or reduction of the claim for compensation for the termination carried out,

g) Travelers must also comply with the rules of normal prudence and diligence and the specific rules in force in the countries of destination of the trip, with all the information provided by the organizer, as well as the regulations and administrative or legislative provisions relating to the package tour. Travelers will be held liable for all damages that the organizer and/or intermediary may suffer as a result of their breach of the above obligations, including repatriation costs.

h) The traveler is required to provide the organizer with all documents, information and elements in his possession which will be useful to the organizer for exercising the right of subrogation against third parties responsible for the damage, and is liable to the organizer for the prejudice caused to the right of subrogation.

J) At the time of proposal of the package tour and so before the sending of the booking confirmation, the traveler must inform the organizer in writing of particular personal requests that may be the subject of specific agreements on the travel arrangements, if it is possible to proceed with the request, and the request will be subject of specific agreement between traveler and organizer ( see art. 6(1)(h) ).

### 14. HOTEL CLASSIFICATION

The official classification of hotel facilities is provided in the catalog or in other informative material only on the basis of express and formal guidelines of the competent authorities of the country in which the service is provided. In the absence of official classifications recognized by the competent Public Authorities of the EU countries to which the service refers, or in the hypothesis of commercialized structures such as "Touristic Village", the organizer reserves the right to provide his own description of the accommodation facility in the catalog or brochure so as to allow an evaluation and consequent acceptance of the same by the tourist.

### 15. LIABILITY REGIME

The organizer is liable for damages caused to the traveler as a result of total or partial non-performance of the contracted services, whether these are performed by him/her personally or by third party service providers, unless he proves that the event was caused by the traveler's actions (including initiatives independently taken by the traveler during the performance of the travel services) or by a third party as unpredictable events, by circumstances not connected with provision of the services provided for in the contract, by fortuitous events, by force majeure, or by circumstances that the organizer could not, in accordance with professional diligence, reasonably foresee or resolve. The intermediary, with whom the package tour was booked, can not be held responsible for the obligations arising from the organization of the trip, but is responsible only for the obligations arising from his capacity as intermediary and for the performance of the mandate given by the traveler, as specifically provided for in Article 50 of the Tourism Code including the guarantee obligations under Article 47

### 16. COMPENSATION LIMITS AND LIMITATION

The compensation related to the Articles 43 - 46 of the Tourism Code and in any case within the limits established by the International Conventions that govern the services forming the subject of the package tour as well as by Articles 1783 and 1784 of the Italian Civil Code, with the exception of personal injury which is not subject to a fixed limit.

a) The right to a price reduction, or to compensation for damages for changes to the package tour contract or to the substitute package, has a two-year limitation period starting from the date of the traveler's return to the place of departure.

b) The right to compensation for personal injury has a three-year limitation period starting from the date of the traveler's

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return to the place of departure or the longer period provided for compensation for personal injury based on the provisions governing the services included in the package.

### 17. POSSIBILITY OF CONTACTING THE ORGANIZER VIA THE SELLER

a) The traveler may address messages, requests or complaints in relation to the performance of the package directly to the retailer through which it was purchased, who, in turn, will promptly forward them to the organizer.

b) For the purposes of compliance with time-limits or limitation periods, the date on which the retailer receives the messages, requests or complaints referred to in the previous sub-paragraph is also considered the date of receipt by the organizer.

### 18. OBLIGATION TO PROVIDE ASSISTANCE

The organizer will give appropriate assistance without delay to the traveler in difficulty, including in the circumstances referred to in Article 42(7) of the Tourism Code, in particular by providing appropriate information on health services, local authorities and consular assistance, and assisting the traveler to make distance communications and helping the traveler to find alternative travel arrangements.

The organizer may charge a reasonable fee for such assistance, not exceeding the actual costs incurred, if the problem is caused intentionally by the traveler or through the traveler's negligence.

### 19. INSURANCE AGAINST CANCELLATION AND REPATRIATION CHARGES

If not expressly included in the price, it is possible and advisable to take out special insurance policies at the time of booking at the offices of the organizer or seller to cover the costs arising from the cancellation of the package, the accidents and/or illnesses, and that cover also the costs of return, the lost or damage of the luggage.

The rights arising from insurance contracts must be exercised by the traveler directly with the insurance companies involved, under the terms and conditions of these policies, paying particular attention to the timing of opening the claim and to the deductibles, limitations and exclusions. The insurance contract in force between the traveler and the insurance company is legally binding between the parties and is effective between the traveler and the insurance company pursuant to Article 1905 of the Italian Civil Code. At the time of booking, travelers must inform the seller of any specific needs or problems for which it would be necessary and/or appropriate to issue policies other than those offered by the organizer or included in the price of the package.

### 20. ALTERNATIVE TOOLS FOR DISPUTES RESOLUTION

In accordance with and by the effects of the art. 67 of the Tourism Code, the organizer shall propose to the traveler – on catalog, on other documentations, on the website or in other

ways – alternative tools to resolve the emerged disputes. In this case, the organizer will indicate the typology of alternative resolution proposed and the effects that are implicated with its acceptance.

### 21. GUARANTEES FOR TRAVELERS (Art. 47 Tourism Code)

21.1. The organizer and seller situated in Italy are covered by a civil liability insurance contract in favor of the traveler for compensation for damages arising from breach of the obligations assumed with the contract.

21.2. The organized contracts of package tours are covered by valid insurance policies for travels aboard and travels in a single country included Italy; in cases of insolvency or bankruptcy of the organizer or the seller they guarantee, upon traveler's request, the reimbursement of the amount deposited for the purchase of the package and the return of the traveler if the package includes also the transport.

21.3 The same guarantees are provided by the professional who supports related travel services.

### 22. OPERATIONAL CHANGES

Considering the fact that catalogs with all the information related to the modality of use of the services are published with a long anticipation, it is important to know that the time and flight segment indicated in the approval of the sale proposal of the services shall have variations because they are subject to subsequent validation. For this reason, the traveler must request confirmation of the services to the agency before the departure. The organizer will inform the travelers about the identity of the effective carrier or carriers within the time and manners provided by the art. 11 Reg. CE 2111/2005 (referred to the art. 5).

### ADDENDUM – GENERAL CONDITIONS OF THE CONTRACT FOR THE SALE OF PACKAGE TOUR

#### A) LEGISLATIVE DISPOSITION

Contracts regarding the offer of only the transport service, only the accommodation service or any other separated travel service cannot be represented as contractual case of travel organization or package tour, do not enjoy the protection provided by the EU Legislation 2015/2302.

The seller who wants to provide to third party, even electronically, a dis-aggregated travel service, must give to the traveler the documents related to this service with information about the amount deposited for the service and can not be considered travel organizer.

#### B) PRIVACY POLICY

We want inform the travelers that their personal data, necessary to permit the conclusion and performance of the travel contract, will be processed in in manual and/or electronic form in compliance with the current legislation. Any refusal will implicate the impossibility to conclude and therefore to perform the contract. The execution of the rights established by the

## GENERAL CONDITIONS OF CONTRACT FOR THE SALE OF PACKAGE TOURS

current legislation - i.e. right to request the access to personal data, their adjustment or cancellation or the restriction of the relative processing or opposition to the processing, and the right to data portability, the right to lodge a complaint to a control authority – may be exercised against the data controller.

For all other information about the data processing by the organizer, read the specific section on the website [www.ondaverdeviaggi.it](http://www.ondaverdeviaggi.it), related to the Privacy Policy.

Anyway we inform the travelers that the personal data could be communicated to:

- Entities that have permission to access to the data on the basis of legislative disposition, regulation or Community legislation.
- Foreign country for whom there is an adequacy decision by the European Commission ex art. 45 and/or appropriate safeguards ex art. 46 EU 2016/679: – Andorra; – Argentina; – Australia – PNR; – Canada; – Faeroer; – Guernsey;- Isola di Man- – Israele; – Jersey; – Nuova Zelanda;- Svizzera; – Uruguay.
- Insurance Companies and third party, even in extra EU countries, for the performance of the travel booking (hotels, air companies, business area, back office, charter flights contracting, supply lines, assistance, administration).
- External responsible and entities authorized to process data and responsible for the management of the travel procedure regularly in charge and trained to process the personal data.

For travels in extra EU countries and besides the countries listed above (related to the adequacy decision by the European Commission ex art. 45 and/or 46 of the Reg. EU 2016/679), it is important to know that travelers can not exercise the rights of the Regulations, neither against the Owner of the Processing, nor directly against third party (i.e. hoteliers, local carriers, local insurance companies, public or private health institutions etc) because this obligation of processing and/or retain data on the basis of the EU standard, is not permitted under the law of the host countries.

In accordance with the art. 49(1)(b) of the GPDR 679/2016, it is possible to transfer the personal data to a third country or to an international organization if the transfer is necessary to perform the contract concluded between the data subject and the owner of the processing or the implementation of pre-contractual measures taken at the data subject's request.

### MANDATORY COMMUNICATION PURSUANT TO ARTICLE 17 OF ITALIAN LAW No 38/2006

Italian law punishes felonies concerning prostitution and child pornography by imprisonment, even if committed abroad.