

## GENERAL CONDITIONS OF CONTRACT FOR THE SALE OF TRAVEL PACKAGES

### 1. APPLICABLE RULES

The contract for the sale of a package holiday, whether the related services are to be provided in Italy or abroad, is governed by the "Tourism Code" (Italian Legislative Decree of 23.5.2011 No 79 - Annex I, Articles 32 - 51-novies) as amended by Italian Legislative Decree of 21 May 2018 No 62 and, where applicable, by Italian Law No 1084 of 27/12/1977 (Ratification and Implementation of the International Convention on Travel Contracts (CCV) signed in Brussels on 23.4.1970) and by Italian Legislative Decree of 6.9.2005 No 2006 ("Consumer Code").

The contract is also governed by these General Conditions and by the clauses in the registration form, in the catalogue, in the information brochure and in the travel documents delivered to the customer.

The description of the package which is the subject of the contract is contained in the registration form and/or in the website and/or in the information brochure.

### 2. CONCEPT OF PACKAGE

A travel package consists of a combination of at least two different types of travel services such as:

1. the carriage of passengers;
2. accommodation which is not an integral part of the carriage of passengers and is not for residential purposes or for long-term language courses;
3. the rental of cars, other motor vehicles pursuant to Italian Ministerial Decree of 28 April 2008 or motorcycles requiring a category A driving licence, pursuant to Italian Legislative Decree of 16 January 2013, No 2;
4. any other tourist service which is not an integral part of any of the travel services referred to in points 1, 2 or 3, and which is not a financial or insurance service for the purposes of the same trip or holiday, if at least one of the following conditions occurs:
  1. These services are combined by a single trader, even at the request of the traveller or according to a selection, before a single contract for all the services is concluded
  2. These services, even if concluded with separate contracts with individual suppliers, are:
    - purchased from a single point of sale and selected before the traveller agrees to payment;
    - offered, sold or invoiced at a fixed or inclusive price;
    - advertised or sold under the name "package" or similar name;
    - combined after the conclusion of a contract with which the trader allows the traveller to choose from a selection of different types of travel services or purchased from separate traders through linked online booking processes where the name of the traveller, payment details and e-mail address are transmitted by the trader with whom the first 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.

### 3. MANDATORY INFORMATION – TECHNICAL SHEET

Before the conclusion of the tourist package contract, the organiser or the retailer shall communicate the following information to the traveller, either by means of what is published in the catalogue in the pages relating to the chosen destination, or by means of a quotation or other information tool in the case of non-catalogue travel:

- a) the main characteristics of the tourist services, such as:
  - the travel destination(s), the itinerary and periods of stay, with relevant dates and, if accommodation is included, the number of nights included;
  - the means, characteristics and categories of transport, the places, dates and times of departure and return, the duration and places of intermediate stops and transport connections; if the time has not yet been established, the organiser and, where applicable, the retailer, shall inform the traveller of the approximate time of departure and return; the name of the carrier that will carry out your flight(s) within the time limits and in the manner provided for in Article 11 of Reg. (EC) No 2111/2005 and its possible operating ban within the European Union is indicated in the confirmation sheet; any changes will be communicated to the traveller in a timely manner, in compliance with Reg. (EC) No 2111/2005;
  - the location, main features and, where applicable, tourist category of the accommodation under the rules of the country of destination;
  - the meals provided, whether or not they are included;
  - Visits, excursions or other services included in the price agreed for the package;
  - tourist services provided to the traveller as part of a group and, in this case, the approximate size of the group;
  - the language in which the services are provided;
  - if the trip or the holiday is suitable for persons with reduced mobility, an indication of this will be given in the catalogue or, for non-catalogue trips, following a request by the customer and, upon the traveller's request, precise information will be given on the suitability of the trip or holiday that takes into account the traveller's needs;
- b) the trading name and geographical address of the organiser and, where applicable, of the retailer, their telephone numbers and e-mail addresses;
- c) the total price of the package holiday 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 traveller may still have to bear;
- d) the arrangement for payment, including any amount or percentage of the price to be paid as a down payment and the timetable for payment of the balance, or the financial guarantees which the traveller is required to pay or provide;

- e) 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;
- f) general information on passport and/or visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination;
- g) information on the traveller'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 organiser in conformity with Article 41 of the Tourism Code;
- h) information on optional or compulsory insurance to cover the cost of unilateral termination of the contract by the traveller or the cost of assistance, including repatriation, in the event of accident, illness or death;
- i) details on the insurance cover referred to in Article 47, paragraph 1, 2, 3 of Italian Legislative Decree 62/2018.

#### Technical Data Sheet

Organiser: Canossa Events Srl with registered office in Reggio Emilia, Via Omobono Tenni 128b, telephone +39 0522 421096 - Fax +39 0522 321789, VAT No 02431580352,

Administrative authorisation: Province of Reggio Emilia No 149/2013 issued on August 21 2013.

Insurance policy: multi-risk civil and professional liability insurance policy of GENERALI no. 764472021.

Guarantees for tourists: The package holidays covered by the contract of sale governed by these general conditions, are assisted by a guarantee for the refund of the price paid for the purchase of the package holiday and the immediate return of the tourist, in cases of insolvency or bankruptcy of the organiser, pursuant to Article 47, paragraph 1, 2, 3 of Italian Legislative Decree 62/2018 under the terms and conditions of the Policy of GENERALI no. 071 00673099.

#### 4. DEFINITIONS

For the purposes of this contract, the following definitions apply:

- a) "travel service":
  - 1) the carriage of passengers;
  - 2) accommodation which is not an integral part of the carriage of passengers and is not for residential purposes or for long-term language courses;
  - 3) the rental of cars, other motor vehicles within the meaning of the Italian Decree of the Minister of Infrastructure and Transport of 28 April 2008, published in the Official Gazette of the Italian Republic No 162 of 12 July 2008, or motorcycles requiring a category A driving licence, in accordance with Italian Legislative Decree No 2 of 16 January 2013;
  - 4) any other tourist service which is not an integral part of one of the travel services referred to in points 1), 2) or 3) and is not a financial or insurance service;
- b) "additional travel service" means additional services, such as, but not limited to, the carriage of luggage, provided as part of the carriage of passengers; the use of pay car parks inside stations or airports; the carriage of passengers over short distances during guided tours or transfers between an accommodation facility and a travel station by other means; the organisation of entertainment or sporting activities; the provision of meals and beverages; and cleaning provided within the accommodation; the use of bicycles, skis and other equipment of the accommodation facility or access to on-site facilities, such as swimming pools, beaches, gyms, saunas, wellness or spa centres, included for hotel guests; any other local additional service also according to local customs;
- c) "package" means a combination of at least two different types of travel services for the purposes of the same trip or the same holiday, if at least one of the following conditions occurs:
  - 1) these services are combined by a single trader, even at the request of the traveller or according to one of the traveller's selections, before a single contract for all the services is concluded;
  - 2) even if they are concluded with separate contracts with individual travel service providers, these services are:
    - 2.1) purchased from a single point of sale and selected before the traveller agrees to payment;
    - 2.2) offered, sold or invoiced at a fixed or inclusive price;
    - 2.3) advertised or sold under the name "package" or similar name;
    - 2.4) combined after the conclusion of a contract with which the trader allows the traveller to choose from a selection of different types of travel services or purchased from separate traders through linked electronic booking processes where the name of the traveller, payment details and e-mail address are transmitted by the trader with whom the first 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.
- d) "package travel contract" means a contract on a package as a whole or, if the package is provided under separate contracts, all contracts covering the travel services included in the package;
- e) "start of the package" means the beginning of the performance of travel services included in the package;
- f) "linked travel arrangement" means at least two different types of travel services purchased for the purpose of the same trip or holiday, not constituting a package, resulting in the conclusion of separate contracts with the individual travel service providers, if a trader facilitates:
  - 1) on the occasion of a single visit or contact with his point of sale, the separate selection and separate payment of each travel service by travellers; or
  - 2) the targeted purchase of at least one additional travel service from another trader when this purchase is concluded within 24 hours of confirmation of the booking of the first travel service;
- g) "traveller" means 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 this paragraph;

- h) "trader" means any public or private, natural or legal person who is acting, including through any other person acting in his name or on his behalf, for purposes relating to his trade, business, craft or profession in relation to contracts, whether acting in the capacity of organiser, retailer, trader facilitating a linked travel arrangement or as a travel service provider, under current legislation;
- i) "organiser" means a trader who combines and sells, or offers for sale, packages, either directly or through another trader or together with another trader, or the trader who transmits the traveller's data to another trader in accordance with point c), number 2.4);
- l) "retailer" means a trader other than the organiser who sells or offers for sale packages combined by an organiser;
- m) "establishment" means establishment as defined in Article 8(1)(e) of Italian Legislative Decree No 59 of 26 March 2010;
- n) "durable medium" means any instrument which enables the traveller 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;
- o) "unavoidable and extraordinary circumstances" means 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;
- p) "lack of conformity" means non-performance of the travel services included in a package;
- q) "minor" means a person below the age of 18;
- r) "point of sale" means 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 travellers as a single facility, including a telephone service;
- s) "return" means the traveller's return to the place of departure or to another place the contracting parties agree upon.

A combination of travel services where one of the types of travel services referred to in sub-paragraph 1(a), numbers 1), 2) or 3) is combined with one or more of the tourist services referred to in sub-paragraph 1(a), number 4) is not a package if the latter services do not account for 25 per cent or more of the value of the combination and are not advertised as, and do not otherwise represent, an essential feature of the combination, or are selected and purchased only after the performance of a travel service as referred to in sub-paragraph 1(a), numbers 1), 2) or 3) has started.

Separate invoicing of the components of the same package as referred to in sub-paragraph 1(b) does not exempt the organiser or the retailer from the obligations of this Chapter.

The purchase of one of the types of travel services referred to in sub-paragraph 1(a)(1), (2) or (3) with one or more of the tourist services referred to in sub-paragraph 1(a)(4) does not constitute a linked travel arrangement if these latter services do not account for a significant proportion of 25% or more of the combined value of the services and are not advertised as an essential feature of the trip or holiday and do not, in any case, represent an essential feature of it.

## 5. PAYMENTS

Upon signing the package holiday purchase offer, the following shall be paid:

- a) the individual fixed handling fee (see Article 6 General Conditions of Contract)
- b) down payment on the price of the package holiday to the extent indicated by the organiser or the retailer, in any case not less than 25%, and in consideration of the possible need for immediate payment for some services included in the package holiday. The balance shall be paid at least 20 days before the scheduled departure, or at the time of signing the purchase offer, if this is carried out in the 20 days prior to departure. Non-payment of the aforesaid amounts by the traveller or non-payment of the same by the intermediary agency, the traveller's agent, to the organiser, on the set dates, constitutes an express termination clause such as to bring about lawful termination, with consequent application of the penalties provided for in Article 7, and this also in the case where the organiser has sent the vouchers or tickets to the traveller. The relevant communication, if it comes from the organiser, will be sent to the traveller, care of the agency.

## 6. PRICE

The price of the packages in the catalogue is expressed in Euro or US Dollars (see registration form) and is calculated considering the VAT or Sales Taxes in force when printing the registration forms.

In case of changes of the above mentioned taxes the price of the packages may be increased or reduced accordingly.

Canossa Events will NOT change the price of the package in case of changes of any underlying costs such as hotel rates.

## 7. TERMINATION BY THE TRAVELLER

1. If, before the start of the package, the organiser is constrained to alter significantly any of the main characteristics of the travel services specified in Article 34(1)(a) of the Tourism Code, or cannot fulfil the specific requests expressed by the traveller and accepted by the organiser, or proposes to increase the price of the package by more than 8%, the traveller may terminate the contract without paying any penalties.

In the above cases, the traveller may:

- a) accept the alternative offer, if put forward by the organiser
- b) ask for the amounts already paid to be refunded. This refund must be made within 14 days of termination of the contract.

2. In the event of unavoidable and extraordinary circumstances occurring at the place of destination or in its immediate vicinity and which significantly affect the performance of the package or the carriage of passengers to the destination, the traveller is entitled to terminate the contract before the start of the package, without paying any termination fee, and to a full refund of any payments made for the package, but is not entitled to additional compensation. The occurrence of an inability by the

traveller to use the package does not justify termination without penalties, provided for by law, since the traveller can obtain protection against the financial risk associated with cancellation of the contract by taking out a suitable insurance policy, where not obligatorily provided for by the organiser.

3. In the event of termination of the contract by the traveller before departure, for any reason, even unexpected and arising suddenly, except in the cases listed in the first sub-paragraph or those provided for in Article 7(1), a penalty will be charged irrespective of payment of the down payment referred to in Article 5(1).  
The amount of the penalty is stated in the registration form.
4. Some services may be subject to different penalties, and these will be communicated at the time of booking.
5. In the case of pre-established groups, these amounts may be agreed each time.
6. The organiser may terminate the package travel contract and offer the traveller a full refund of the payments made for the package, but is not obliged to pay additional compensation if:
  - a) the number of persons enrolled for the package is smaller than the minimum number stated in the registration form / contract and the organiser notifies the traveller of the termination of the contract not later than 20 days before the start of the package in the case of trips lasting more than six days, 7 days before the start of the package in the case of trips lasting between two and six days, 48 hours before the start of the package in the case of trips lasting less than two days;
  - b) the organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the traveller of the termination of the contract without undue delay before the start of the package.
7. The organiser will provide all refunds required in accordance with paragraphs 2 and 6 without undue delay and in any case within 14 days of termination. In the above cases, the functionally linked contracts entered into with third parties are terminated.
8. In the case of off-premises contracts, the traveller is entitled to terminate the package travel contract within a period of five days from the date of conclusion of the contract or from the date of receiving the contractual conditions and preliminary information, if later, without penalty and without giving any reason. In cases of offers with significantly lower rates than competing offers, the right of withdrawal is excluded. In the latter case, the organiser will document the variation in price and adequately highlight the exclusion of the right of withdrawal.

#### 8. CHANGES BEFORE DEPARTURE BY THE TRAVELLER

Changes requested by the traveller to already accepted bookings do not bind the organiser in cases where they cannot be met. In any case, any modification request may involve a charge to the customer that will be communicated at the time of the modification request by the traveller.

##### NOTES:

- 1) a reduction in the number of passengers in a dossier is to be regarded as "partial cancellation" (see therefore Article 7 Termination)
- 2) in the case of several changes requested at the same time, only the highest penalty will be applied.

#### 9. MODIFICATION OR CANCELLATION OF THE PACKAGE HOLIDAY BEFORE DEPARTURE BY THE ORGANISER

1. The Organizer 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.
2. If, before the start of the package, the organiser is constrained to alter significantly any of the main characteristics of the travel services specified in Article 34(1)(a) of the Tourism Code, or cannot fulfil the specific requests expressed by the traveller and accepted by the organiser or proposes to increase the price of the package by more than 8%, the traveller may accept the proposed change or terminate the contract, without paying any penalties.
3. In the event of termination, the organiser may offer the traveller a substitute package of an equivalent or higher quality.
4. The organiser will inform the traveller without undue delay in a clear and precise manner on a durable medium of the proposed changes and their impact on the price of the package.
5. The traveller must inform the organiser or intermediary of his decision within two working days of receiving notification of changes.
6. If the changes to the package travel contract, or to the substitute package referred to in sub-paragraph 2, result in a package of lower quality or cost, the traveller will be entitled to an appropriate price reduction.
7. In the event of termination of the package travel contract pursuant to sub-paragraph 2, and if the traveller does not accept a substitute package, the organiser must refund all payments made by or on behalf of the traveller 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:
  - a) there is no provision for compensation arising from cancellation of the package holiday when cancellation of the same depends on failure to reach the minimum number of participants that may be required;
  - b) there is no provision for compensation arising from cancellation of the package holiday when the organiser proves that the lack of conformity is due to force majeure and fortuitous events;
  - c) there is also no provision for compensation arising from cancellation of the package holiday when the organiser proves that the lack of conformity is attributable to the traveller or to a third party unconnected with the provision of the travel services included in the package travel contract and is unforeseeable or unavoidable.
8. For cancellations other than those referred to in sub-paragraph 7(a), (b) and (c), the organiser who cancels will refund the traveller with twice the amount paid by him and actually collected by the organiser, through the travel agent.
9. The amount to be refunded will never be more than double the amounts that the traveller would be liable to pay on the same date in accordance with the provisions of Article 7(3) if he were to cancel.

#### 10. ORGANISER'S LIABILITY FOR IMPROPER PERFORMANCE AND SUPERVENING IMPOSSIBILITY IN THE COURSE OF PERFORMANCE – TRAVELLER'S OBLIGATIONS – COMPLAINT TIMELINESS

1. The organiser 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 organiser, by the organiser's auxiliaries or agents when acting in the exercise of their functions, by third parties whose work the organiser may have recourse to, or by other travel service providers under Article 1228 of the Italian Civil Code.
2. In accordance with the obligations of fairness and good faith, under Articles 1175 and 1375 of the Italian Civil Code, the traveller must promptly inform the organiser, directly or via the retailer, 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 travel contract.
3. If one of the travel services is not performed as agreed in the package travel contract, the organiser 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 organiser does not remedy the lack of conformity, the traveller is entitled to a price reduction as well as to compensation for the damage which the traveller sustains as a result of the lack of conformity, unless the organiser proves that the lack of conformity is attributable to the traveller 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.
4. Subject to the above exceptions, if the organiser does not remedy the lack of conformity within a reasonable period set by the traveller with the complaint made pursuant to sub-paragraph 2, the traveller may personally remedy the lack of conformity and request reimbursement of the necessary, reasonable and documented expenses; if the organiser refuses to remedy the lack of conformity, or if it is necessary to remedy it immediately, the traveller does not need to specify a time limit.
5. If a lack of conformity, within the meaning of Article 1455 of the Italian Civil Code, constitutes a significant failure to perform the travel services included in a package and the organiser has not remedied it within a reasonable period set by the traveller with regard to the duration and characteristics of the package, with the complaint made pursuant to sub-paragraph 2, the traveller may, without charge, lawfully terminate the package travel contract with immediate effect or, if necessary, request, pursuant to Article 43 of Italian Legislative Decree 62/2018, a price reduction, without prejudice to any compensation for damages. In the event of termination of the contract, if the package included the carriage of passengers, the organiser must also arrange the traveller's return with equivalent transport without undue delay and at no extra cost to the traveller.
6. Where it is impossible to ensure the traveller's return, the organiser will bear the cost of necessary accommodation, if possible of a category equivalent to what was provided for in the contract, for a period not exceeding three nights per traveller or for the longer period provided for in the regulations of the European Union on passengers' rights, applicable to the relevant means of transport.
7. The limitation of costs referred to in sub-paragraph 6 does not apply to persons with reduced mobility as defined in Article 2(1)(a) of Regulation (EC) No 1107/2006 and persons accompanying them, pregnant women, unaccompanied minors and persons in need of specific medical assistance, provided that the organiser has been notified of their particular needs at least 48 hours before the start of the package. The organiser may not invoke unavoidable or extraordinary circumstances to limit the liability referred to in this sub-paragraph where the transport service provider cannot rely on the same circumstances under applicable European Union legislation.

#### CHANGES AFTER DEPARTURE

8. If, due to supervening circumstances not attributable to the organiser, it is impossible, in the course of performance, to provide a substantial part, in terms of value or quality, of the combination of the travel services agreed in the package travel contract, the organiser will offer, at no extra cost to the traveller, suitable alternative solutions of a quality, where possible equivalent, or higher, than those specified in the contract, so that the performance of the package can continue, including the possibility that the traveller's return to the place of departure is not provided as agreed. If the proposed alternative arrangements result in a package of lower quality than that specified in the package travel contract, the organiser will grant the traveller an appropriate price reduction.
9. The traveller may reject the proposed alternative arrangements only if they are not comparable to what was agreed in the package travel contract or if the price reduction granted is inadequate.
10. If it is impossible to make alternative arrangements or the traveller rejects the proposed alternative arrangements, in line with what is indicated in sub-paragraph 8, the traveller is entitled to a price reduction. In the event of a breach of the offer obligation referred to in sub-paragraph 8, sub-paragraph 5 will apply.
11. Where, owing to supervening circumstances not attributable to the organiser, it is impossible to ensure the traveller's return as agreed in the package travel contract, sub-paragraphs 6 and 7 will apply.

#### 11. CHANGES TO THE PACKAGE TRAVEL CONTRACT BEFORE THE START OF THE PACKAGE

1. Upon prior notice given to the organiser on a durable medium not later than seven days before the start of the package, the traveller may transfer the package travel contract to a person who meets all the conditions for using the service.
2. The transferor and the transferee of the package travel 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.
3. The organiser will inform the transferor of the actual costs of the transfer, which will not exceed the actual costs incurred by the organiser as a result of the transfer of the package travel 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 with the price available on the date of the transfer.

## 12. TRAVELLERS' OBLIGATIONS

Without prejudice to the obligation of prompt notification of the lack of conformity, as provided for in Article 11(2), travellers must comply with the following obligations. Travellers are obliged to inform the intermediary and the organiser of their nationality if they are not of Italian nationality, and must have an individual passport or other document valid for all the countries on the itinerary, as well as the visitor and transit visas and health certificates that may be required. Foreign citizens will find the corresponding information through their diplomatic agencies in Italy and/or through their respective official government channels. Tourists 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, all the information provided by the organiser, as well as the regulations and administrative or legislative provisions relating to the package holiday.

Travellers will be held liable for all damages that the organiser may suffer as a result of their breach of the above obligations, including repatriation costs. The traveller is required to provide the organiser with all documents, information and elements in his possession which will be useful to the organiser for exercising the right of subrogation against third parties responsible for the damage, and is liable to the organiser for the prejudice caused to the right of subrogation. At the time of booking, the traveller must also inform the organiser in writing of particular personal requests that may be the subject of specific agreements on the travel arrangements, provided that it is possible to implement them. Since the organiser must check whether it is possible to implement them, before the conclusion of the contract, the traveller is always required to inform the intermediary and the organiser of any special needs or conditions (pregnancy, food intolerances, disabilities, etc.) and, at the same time, to sign his consent to the processing of sensitive data, and to explicitly specify the request for the relevant customised services.

Without such consent it will not be possible to comply with contractual obligations. Special requests made after the conclusion of the contract will not oblige the Organiser to implement them, since the contract is already executed as shown on the statement of account.

In any case, before departure, tourists must check with the competent authorities (for Italian citizens, the local police headquarters or the Ministry of Foreign Affairs through the website [www.viaggiare Sicuri.it](http://www.viaggiare Sicuri.it) or the Telephone Operations Centre at number 06 491115) for official information of a general nature regarding the country of destination, including information on the socio-political security situation, health, weather and climate and the documents required for access by Italian citizens.

Since these data are subject to changes and updates, the traveller must consult these sources to check their official wording before proceeding to purchase the package holiday. In the absence of such verification or in the event of an error, no liability for any missed departure by one or more tourists can be attributed to the intermediary or the organiser.

The above information is not contained in T.O. catalogues - online or on paper - since they contain descriptive information of a general nature as indicated in Article 38 of the Tourism Code and because they change over time. The same shall therefore be assumed by the Tourists, with express exemption from all liability of the Organiser, and any objection and/or claim against the same removed and waived as of now.

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

## 13. HOTEL CLASSIFICATION

The official classification of hotel facilities is provided in the catalogue 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 recognised by the competent Public Authorities of the countries, including EU member countries, to which the service refers, the organiser reserves the right to provide his own description of the accommodation facility in the catalogue or the non-catalogue/tailor-made offer or on its website, so as to allow an evaluation and consequent acceptance of the same by the tourist.

## 14. LIABILITY REGIME

The organiser is liable for damages caused to the traveller as a result of total or partial non-performance of the contracted services, whether these are performed by him personally or by third party service providers, unless he proves that the event was caused by the traveller's actions (including initiatives independently taken by the traveller during performance of the travel services) or 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 organiser could not, in accordance with professional diligence, reasonably foresee or resolve. The intermediary with whom the package holiday was booked cannot be held responsible for the obligations arising from the organisation 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 traveller, as specifically provided for in Article 50 of the Tourism Code including the guarantee obligations under Article 47.

## 15. COMPENSATION LIMITS AND LIMITATION

1. The compensation for damage arising from non-performance or incorrect performance of the services forming the package holiday and the relevant limitation periods are governed by 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 holiday 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.

2. Without prejudice to the provisions of Article 46 and the purposes of Articles 51-bis and 51-ter, the right to a price reduction, or to compensation for damages for changes to the package travel contract or to the substitute package, has a two-year limitation period starting from the date of the traveller's return to the place of departure.

3. The right to compensation for personal injury has a three-year limitation period starting from the date of the traveller's return to the place of departure or the longer period provided for in the provisions governing the services included in the package, for compensation for personal injury.

#### 16. OBLIGATION TO PROVIDE ASSISTANCE

1. The organiser will give appropriate assistance without delay to the traveller 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 traveller to make distance communications and helping the traveller to find alternative travel arrangements.

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

#### 17. POSSIBILITY OF CONTACTING THE ORGANISER VIA THE RETAILER

1. The traveller 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 organiser.

2. 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 organiser.

#### 18. INSURANCE AGAINST CANCELLATION 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 organiser or retailer to cover the cost of termination (always due, except for specific exceptions provided for by the Tourism Code) referred to in point 7, as well as the costs arising from accidents and/or illnesses, which also cover the cost of repatriation, and for loss of and/or damage to luggage. The rights arising from insurance contracts must be exercised by the traveller 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 traveller and the insurance company is legally binding between the parties and is effective between the traveller and the insurance company pursuant to Article 1905 of the Italian Civil Code. At the time of booking, travellers must inform the retailer of any specific needs or problems for which it would be necessary and/or appropriate to issue policies other than those offered by the organiser or included in the price of the package.

#### 19. GUARANTEES FOR THE TRAVELLER-(Article 47 of the Tourism Code)

1. The organiser/retailer is covered by a civil liability insurance contract in favour of the traveller for compensation for damages arising from breach of the obligations assumed with the contract.

2. Organised tourism contracts are assisted by suitable guarantees given by the Organiser and/or by the intermediary travel agent that, for trips abroad and trips that take place within a single country, ensure, in cases of insolvency or bankruptcy of the intermediary or the organiser, the refund of the price paid for the purchase of the package holiday and the immediate return of the tourist. Further details can be found in the Technical Data Sheet referred to in point 3.

#### 20. PROTECTION OF PRIVACY

The traveller authorises the organiser to use and disclose his/her personal data to third parties with regard to fulfilment of obligations connected with this contract according to the current European Regulation on privacy and personal data protection.

#### 21. GOVERNING LAW - PLACE OF JURISDICTION

The package holiday and the travel contract are governed by Italian law.

Any dispute that may arise between the Parties regarding the validity, formation, performance, execution or termination of this Contract, shall be exclusively referred to the territorial jurisdiction of the Court of Reggio Emilia.

#### INDIVIDUAL TRAVEL SERVICES AND LINKED TRAVEL ARRANGEMENTS

##### Regulatory provisions

Contracts regarding the offer of only the transport service, of only the accommodation service, or of any other separate travel service, cannot be represented as a contractual case of travel organisation or of package holiday, do not have the protection provided by the Tourism Code, and the contractual conditions of the individual supplier will be applied. The responsibility for the proper execution of the contract lies with the service provider. If linked travel arrangements are booked, the traveller has protection aimed at refunding the payments received for services not provided due to insolvency of the trader who has collected the amounts paid by the traveller. This protection does not include any refund in the event of insolvency of the relevant service provider.

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

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

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