GENERAL CONTRACT CONDITIONS FOR THE VALIDITY OF TOURIST PACKAGES

CONTENTS OF THE TOURIST PACKAGE SALES CONTRACT

In addition to the general conditions that follow, the description of the tourist package contained online as well as the booking confirmation which is sent by the organizer to the seller, as agent of the traveler, constitute an integral part of the tourist package contract and the latter will have the right to receive it from the same. When signing the proposal for the purchase and sale of a tourist package, the traveler must keep in mind that he gives as read and accepted, for himself and for the subjects indicated in the contract, both the tourist package contract as regulated therein, and the warnings and conditions contained therein, and these general conditions.

1. LEGISLATIVE SOURCES

The sale of tourist packages and related tourist services is governed by the Tourism Code (articles 32-51 - novies) as amended by Legislative Decree 62/2018 which implements EU Directive 2015/2302 and its subsequent amendments and by the provisions of the civil code regarding transport and mandate, as applicable.

2. ADMINISTRATIVE REGIME

The organizer and seller of the tourist package, to which the traveler turns, must be authorized to carry out their respective activities based on current legislation, including regional or municipal ones, and operate in accordance with the provisions therein: license no. AP-1/S130-2023-50 for Seturline srls SCIA/SUAP/MUNICIPLITY OF TURIN of 10/07/2023. The organizer and the seller established on Italian territory must be covered by a civil liability insurance contract in favor of the traveler for compensation for damages resulting from the violation of the respective obligations assumed with the respective contracts. The Organizer and the intermediary disclose to third parties, before the conclusion of the contract, the details of the insurance policy for the coverage of risks deriving from professional civil liability, as well as the details of other optional or mandatory guarantee policies, to protect travelers for the coverage of events that may affect the implementation or execution of the holiday, such as trip cancellation, or coverage of medical expenses, early return, loss or damage to baggage, as well as the details of the guarantee against the risks of insolvency or bankruptcy of the organizer and the intermediary, each within their own competence, for the purposes of refund of the sums paid or the return of the traveler to the place of departure where the tourist package includes the transport service. Guarantee Fund: Nobis Assicurazioni - Filo Diretto Protection .

3. DEFINITIONS

For the purposes of this contract:

- a) "traveller": anyone who intends to conclude a contract, enters into a contract or is authorized to travel on the basis of a package travel contract or related travel service;
- b) "professional": any public or private natural or legal person who, in the context of his commercial, industrial, artisanal or professional activity, acts in tourist package or related tourist service contracts, including through another person acting in his name or on its behalf, as an organiser, seller, professional who facilitates related tourist services or supplier of tourist services, in accordance with current legislation;
- c) "organiser": a professional who combines packages and sells them or offers them for sale directly or through or together with another professional, or the professional who transmits data relating to the traveler to another professional in accordance with letter c), number 2.4) of the art. 33 of the Tourism Code;
- d) "seller": the professional other than the organizer who sells or offers for sale packages combined by an organizer;
- e) "establishment": the establishment defined by article 8, paragraph 1, letter e), of legislative decree 26 March 2010, n. 59;

- f) "durable medium": any tool that allows the traveler or professional to store the information addressed to him personally so as to be able to access it in the future for a period of time adequate for the purposes for which it is intended and which allows identical reproduction of the information stored;
- g) "unavoidable and extraordinary circumstances": a situation beyond the control of the party invoking such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken;
- h) "defect of conformity": a failure to fulfill the tourist services included in a package;
- i) "minor": person under the age of 18;
- l) "return": the return of the traveler to the place of departure or to another place agreed by the contracting parties.

4. NOTION OF TOURIST PACKAGE AND RELATED TOURIST SERVICE

- 4.1. "Tourist package" means the combination of at least two different types of tourist services (i.e.: 1. the transport of passengers; 2. accommodation which does not constitute an integral part of the transport of passengers and is not intended for residential purposes or for courses of long-term language; 3. the rental of car, other vehicles or motor vehicles and which require a category A driving licence; 4. any other tourist service that does not constitute an integral part of one of the tourist services referred to in numbers 1), 2) or 3), and is not a financial or insurance service, nor qualifiable as a "supplementary tourist service") for the purposes of same trip or holiday, if at least one of the following conditions occurs:
- 1) these services are combined by a single professional, also at the request of the traveler or in accordance with his selection, before a single contract is concluded for all services;
- 2) these services, even if concluded with separate contracts with individual tourism service providers, are:
- 2.1) purchased at a single point of sale (online) and selected before the traveler agrees to payment;
- 2.2) offered, sold at a flat rate or global 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 professional allows the traveler to choose between a selection of different types of tourist services or purchased from separate professionals through connected online booking processes where the name of the traveler, the payment details and the email address are transmitted by the professional with whom the first contract is concluded to one or more professionals and the contract with the latter or these latter professionals is concluded no later than 24 hours after confirmation of the booking of the first tourist service;
- 4.2. "Linked tourist service" means at least two different types of tourist services purchased for the purpose of the same trip or the same holiday, which do not constitute a package, and which involve the conclusion of separate contracts with individual tourist service providers, if a professional facilitates, alternatively:
- 1) at the time of a single visit or a single contact with your point of sale, the separate selection and separate payment of each tourist service by travellers;
- 2) the targeted purchase of at least one additional tourist service from another professional when this purchase is concluded within 24 hours of confirmation of the booking of the first tourist service.

5. INFORMATION FOR THE TRAVELER - TECHNICAL DATA SHEET

- 5.1. Before the conclusion of the package travel contract or a corresponding offer, the organizer and the seller provide the traveler with the relevant "standard information form" and communicate the following information to the traveler:
- a) the main characteristics of the tourist services, such as: 1) the destination or destinations of the trip, the itinerary and periods of stay with relative dates and, if accommodation is included, the number of nights included; 2) the means, characteristics and categories of transport, places, dates and times of departure and return, duration and location of intermediate stops and connections; in the event that the exact time is not yet established, the organizer and, where applicable, the seller, inform the traveler of the approximate departure and return time; 3) the location, the main characteristics and, where applicable, the tourist category of the accommodation pursuant to the regulations of the destination country; 4) meals provided; 5) Visits,

excursions or other services included in the total agreed price of the package; 6) the tourist services provided to the traveler as a member of a group and, if so, the approximate size of the group; 7) the language in which the services are provided; 8) whether the trip or holiday is suitable for people with reduced mobility and, upon request of the traveller, precise information on the suitability of the trip or holiday which takes into account the traveller's needs;

- b) the commercial name and geographical address of the organizer and seller, their telephone numbers and email addresses;
- c) the total price of the package including taxes and all duties, taxes and other additional costs, including any administrative and processing costs or, where these cannot reasonably be calculated before the conclusion of the contract, an indication of the type of additional costs that the traveler may still have to pay;
- d) the payment methods, including the possible amount or percentage of the price to be paid as a deposit and the calendar for payment of the balance, or the financial guarantees that the traveler is required to pay or provide;
- e) the minimum number of people required for the package and the deadline referred to in article 41, paragraph 5, letter a) before the start of the package for the possible termination of the contract in case the number is not reached;
- f) general information regarding passport and visa conditions, including approximate times for obtaining visas, health formalities of the country of destination;
- g) information on the traveler's right to withdraw from the contract at any time before the start of the package upon payment of adequate withdrawal costs or, if applicable, the standard withdrawal costs requested by the organiser;
- h) information on the optional or mandatory subscription of insurance that covers the costs of unilateral withdrawal from the contract by the traveler or the costs of assistance, including return, in the event of accident, illness or death;
- i) the details of the protection coverage in the event of insolvency or bankruptcy as well as the insurance contract for civil liability in favor of the traveller;
- I) informazioni sull'identità del vettore aereo operativo, ove non nota al momento della prenotazione, giusta previsione art.11 Reg. Ce 2111 5 (Art. 11, comma 2 Reg. Ce 2111/05: "Se l'identità del vettore aereo effettivo o dei vettori aerei effettivi non è ancora nota al momento della prenotazione, il contraente del trasporto aereo fa in modo che il passeggero sia informato del nome del vettore o dei vettori aerei che opereranno in quanto vettori aerei effettivi per il volo o i voli interessati. In tal caso, il contraente del trasporto aereo farà in modo che il passeggero sia informato dell'identità del vettore o dei vettori aerei effettivi non appena la loro identità sia stata accertata ed il loro eventuale divieto operativo nell'Unione Europea"
- 5.2. For tourist package contracts stipulated by telephone, the organizer or professional provides the traveler with the information required by the "standard information form" referred to in Annex A, part II, of the Tourism Code.
- 5.3. In consideration of the well in advance with which the catalogs containing the information relating to the methods of use of the services are published, it is specified that the times and flight routes indicated in the acceptance of the proposal for the purchase and sale of the services could undergo variations as they are subject to subsequent validation; the definitive flight times will be communicated in the days before departure and return. It should be noted that charter flights are not subject, by definition, to systematic time scheduling.

6. PURCHASE PROPOSAL – RESERVATIONS

- 6.1. At the time of conclusion of the tourist package contract or, in any case, as soon as possible, the organizer or seller provides the traveler with a copy or confirmation of the contract on a durable medium.
- 6.2 The traveler has the right to a paper copy if the tourist package contract was stipulated in the simultaneous physical presence of the parties.

- 6.3. As regards contracts negotiated away from commercial premises, defined in article 45, paragraph 1, letter h), of legislative decree 6 September 2005, n. 206, a copy or confirmation of the tourist package contract is provided to the traveler on paper or, if the traveler consents, on another durable medium.
- 6.4. The tourist package contract is considered finalized, with consequent conclusion of the contract, only when the organizer sends confirmation, also via electronic system, to the traveler at the seller.
- 6.5 The traveler must communicate to the seller, before booking, any specific requests which are considered the subject of the contract only if possible, reported in writing in the contract and accepted by the organizer.
- 6.6 Travel documents (e.g. vouchers) will be delivered to the traveler in good time before departure and the traveler must keep them and carry them with him during the trip, in order to use the regularly booked services, together with any other documents (e.g. tickets aircraft) delivered by the seller. The traveler is required to verify the correctness of the data reported on the aforementioned documents and in the travel contract and to immediately communicate any errors to the seller. The traveler must communicate to the organizer the participants' data exactly as reported on the personal identity documents.
- 6.7. Any excursions, services or services purchased and paid for by travelers at their destination are extraneous to this contract. Therefore, no responsibility in this regard can be attributed to the organizer or the seller, not even in the event that, as a courtesy, resident staff, companions, guides or local correspondents can take care of their booking.

7. PAYMENTS

- 7.1. Upon signing the contract, the following must be paid:
- a) the registration fee € 20 per person, 0/12 free (see art. 8);
- b) 25% deposit upon confirmation.

During the period of validity of the purchase and sale proposal of the package and/or tourist services indicated and therefore before any booking confirmation which constitutes completion of the contract, the effects referred to in art. 1385 of the civil code are not produced.

The balance must be paid within the deadline established by the organizer in its online catalog or in the booking confirmation;

7.2. Failure to pay the above sums on the established dates, as well as failure to remit to the organizer the sums paid by the traveler to the seller, will result in the automatic termination of the contract by simple written communication, via fax or e-mail., at the seller, or at the traveller's domicile, including electronic domicile, where communicated. The balance of the price is considered to have occurred when the sums reach the organizer directly from the traveler or through the seller.

8. PRICE AND PRICE REVISION

8.1 The price of the tourist package is determined in the contract, with reference to what is indicated on the organizer's website. It may be varied, increased or decreased, only as a consequence of changes in: – price of passenger transport based on the cost of fuel or other energy sources; – the level of duties and taxes on tourist services included in the contract imposed by third parties not directly involved in the execution of the package, including landing, disembarkation or embarkation taxes at ports and airports; – exchange rates relevant to the package in question.

A price increase is possible only after communication on a durable medium by the organizer to the traveler together with the justification for this increase and the calculation methods, at least 20 days before the start of the package. If the price increase exceeds 8% of the total price of the package, the following point 9.2 applies.

In the event of a price decrease, the organizer has the right to deduct the administrative and management costs of the actual procedures from the reimbursement due to the traveler, of which he is required to provide proof upon request of the traveler.

8.2. The price consists of: a) registration fee or practice management fee; b) participation fee: expressed in the online catalog or in the package quote provided by the seller to the traveller; c) cost of any insurance policies against the risks of cancellation, withdrawal and/or medical expenses or other services requested; d) cost of any visas and entry and exit taxes from the holiday destination countries; e) airport and/or port charges and taxes.

9. MODIFICATION, WITHDRAWAL OF THE ORGANIZER OR CANCELLATION OF THE TOURIST PACKAGE BEFORE DEPARTURE

- 9.1. Before the start of the package, the organizer can unilaterally modify the conditions of the contract other than the price, as long as these are of minor importance, communicating them to the traveler on a durable medium, even through the seller.
- 9.2. If, before the start of the package, the organizer is forced to significantly modify one or more main characteristics of the tourist services or cannot satisfy the specific requests previously accepted and expressly reported in the contract or proposes to increase the price of the package of more than 8%, the traveler, within a reasonable period specified by the organizer together with the notification of modification, can accept the proposed modification or withdraw from the contract without paying withdrawal costs. In case of withdrawal, the organizer may offer the traveler a replacement package of equivalent or higher quality. The modification communication indicates to the traveler the proposed changes, their impact on the price of the package, the deadline within which the traveler is required to inform the organizer of his decision and the consequences of the traveler's failure to respond within the aforementioned period as well as the any replacement package offered and its price.
- 9.3. If the changes to the package travel contract or the replacement package result in a package of lower quality or cost, the traveler is entitled to an appropriate price reduction.
- 9.4. In case of withdrawal from the tourist package contract pursuant to the previous paragraph, if the traveler does not accept a replacement package, the organizer refunds without unjustified delay and in any case within fourteen days of withdrawal from the contract all payments made by or on behalf of the traveler and the provisions of article 43, paragraphs 2, 3, 4, 5, 6, 7, 8 of the Tourism Code apply.
- 9.5. The organizer may withdraw from the tourist package contract and offer the traveler a full refund of the payments made for the package, but is not required to pay additional compensation if: a) the number of people registered for the package is less than the minimum required by the contract and the organizer communicates the withdrawal from the contract to the traveler within the deadline set in the contract and in any case no later than 20 days before the start of the package in the case of trips lasting more than 6 days, 7 days before of the start of the package in case of trips lasting between 2 and 6 days, 48 hours before the start of the package in the case of trips lasting less than 2 days;
- b) the organizer is unable to perform the contract due to unavoidable and extraordinary circumstances and communicates the withdrawal from the same to the traveler without unjustified delay before the start of the package

10. WITHDRAWAL OF THE TRAVELER

- 10.1. The traveler can withdraw from the contract at any time before the start of the package upon payment of appropriate standard withdrawal costs relating to the total amount of the booking:
- 10% up to 40 working days before departure;
- 25% up to 30 working days before departure;
- 50% up to 20 working days before departure;
- 75% up to 10 working days before departure;

In any case, withdrawal exercised after the 10th working day before departure does not give the right to any refund. In the case of pre-established groups, these sums will be agreed upon each time when the contract is signed.

10.2. The traveler can take out insurance policies to cover the aforementioned costs of unilateral withdrawal by the traveler or assistance costs, including return, in the event of injury, illness or death. Based on the

chosen package, the organizer informs the traveler about the optional or mandatory subscription of these insurances.

10.3. The withdrawal costs are not due in the cases provided for in the previous article 9 point 2. In the event of unavoidable and extraordinary circumstances occurring in the place of destination or in its immediate vicinity and which have a substantial impact on the execution of the package or on the transport of passengers to the destination, the traveler has the right to withdraw from the contract, before the start of the package, without paying withdrawal costs, and to a full refund of payments made for the package, but is not entitled to additional compensation.

10.4. In the case of contracts negotiated outside the commercial premises (as defined by art. 45 c.1 letter h) consumer code), the traveler has the right to withdraw from the tourist package sales contract within a period of five days from the date of conclusion of the contract or from the date on which it receives the contractual conditions and preliminary information if later, without penalties and without prviding any reason. In the case of offers with rates significantly reduced compared to current offers, the right of withdrawal is excluded.

In this last case the organizer documents the price change adequately highlighting the exclusion of the right of withdrawal.

11. CHANGES AFTER DEPARTURE

- 11.1 If due to circumstances not attributable to the organizer it is impossible to provide, during the execution of the contract, a substantial part, in terms of value or quality, of the combination of tourist services agreed in the tourist package contract, the organizer offers, without supplement of price paid by the traveler, adequate alternative solutions of quality, where possible equivalent or higher, than those specified in the contract, so that the execution of the package can continue, including the eventuality that the return of the traveler to the place of departure is not provided as agreed. If the proposed alternative solutions result in a package of lower quality than that specified in the tourist package contract, the organizer grants the traveler an adequate price reduction.
- 11.2. The traveler can reject the alternative solutions proposed only if they are not comparable to what was agreed in the tourist package contract or if the price reduction granted is inadequate.
- 11.3. If it is impossible to arrange alternative solutions or the traveler rejects the proposed alternative solutions, compliant with what is indicated in point 1, the traveler will be granted a price reduction. In case of failure to fulfill the obligation to offer, point 15.5 applies
- 11.4. Where, due to supervening circumstances not attributable to the organiser, it is impossible to ensure the return of the traveler as agreed in the tourist package contract, points 15.6 and 15.7 apply.

12.REPLACEMENTS AND ASSIGNMENT OF THE CONTRACT TO ANOTHER TRAVELER

- 12.1 The traveler can have another person replace him/herself provided that:
- a) the organizer is informed no later than <u>seven days</u> before the start of the package; b) the person to whom it intends to transfer the contract satisfies all the conditions for using the service and in particular the requirements relating to passport, visas and health certificates; c) the same services or other replacement services can be provided following the replacement; d) all administrative and practical management costs equal to €10 to proceed with the replacement are paid to the organizer, in the amount that will be quantified before the transfer, providing, upon request of the transferor, the exemption relating to rights, taxes or other costs additions resulting from the sale.
- 12.2. The transferor and transferee of the tourist package contract are jointly responsible for the payment of the balance of the price and any rights, taxes and other additional costs, including any administrative and processing costs, resulting from such transfer.
- 12.3. in application of the art. 944 of the Navigation Code, the replacement will be possible only with the consent of the carrier.

12.4 If the traveler requests the change of an element and/or tourist service of an already confirmed practice and provided that the request does not constitute a contractual novation and provided that its implementation is possible, he/she will have to pay the organizer the administrative and management costs of the practice and the costs resulting from the change itself (in the event that air tickets need to be reissued, the transfer will entail the application of the air fare available on that date).

13. OBLIGATIONS OF TRAVELERS

- 13.1. During the negotiations and in any case before the conclusion of the contract, Italian citizens are provided with general information updated to the date of printing of the catalog concerning the conditions regarding passports and visas, including the approximate times for obtaining the visas and health formalities of the destination country.
- 13.2. For the rules relating to the expatriation of Italian minors, please refer expressly to what is indicated on the State Police website. However, it should be noted that minors must be in possession of an individual document valid for travel abroad (passport, or for EU countries, identity card valid for travel abroad with indication of the names of the parents). Minors under the age of 14 and minors for whom authorization issued by the Judicial Authority is required must follow the requirements indicated on the State Police website http://www.poliziadistato.it/article/191/.
- 13.3. Foreign citizens must be in possession of an individual passport and possible entry visa and will be able to find the necessary and updated information through their diplomatic representations present in Italy and/or the respective official government information channels.
- 13.4 Travelers will, before departure, check with the competent authorities (for Italian citizens the local Police Headquarters or the Ministry of Foreign Affairs via the website www.viaggiaresicuri.it or the Telephone Operations Center at number 06.491115) that their documents are in compliance with the instructions provided and to comply in good time before the start of the package. In the absence of this verification, no responsibility for the failure of one or more travelers to depart can be attributed to the seller or the organizer.
- 13.5 Travelers must in any case inform the seller and the organizer of their citizenship before requesting a booking and, at the time of departure, they must ensure that they are in possession of vaccination certificates, an individual passport and any other document valid for all Countries touched by the itinerary, as well as residence and transit visas and health certificates that may be required.
- 13.6. Inoltre, al fine di valutare la situazione di sicurezza sociopolitica, sanitaria e ogni altra informazione utile relativa ai Paesi e luoghi di destinazione e nelle loro immediate vicinanze e, dunque, l'utilizzabilità oggettiva dei servizi acquistati o da acquistare e l'eventuale incidenza sostanziale sull'esecuzione del pacchetto, il viaggiatore avrà l'onere di assumere le informazioni ufficiali di carattere generale presso il Ministero Affari Esteri, e divulgate attraverso il sito istituzionale della Farnesina www.viaggiaresicuri.it. Le informazioni di cui sopra non possono essere contenute nei cataloghi degli organizzatori online o cartacei poiché essi contengono informazioni descrittive di carattere generale e non informazioni soggette a modifiche ad opera di autorità ufficiali. Le informazioni aggiornate pertanto dovranno essere assunte a cura dei viaggiatori, visualizzando tutte le informazioni presenti sul sito web del Ministero degli Affari Esteri (schede "Paesi", "salute in viaggio" e "avvertenze"). Il viaggiatore è tenuto in base al principio della diligenza del buon padre di famiglia a verificare la correttezza dei propri documenti personali e di eventuali minori, nonché di munirsi di documenti validi per l'espatrio secondo le regole del proprio Stato e le convenzioni che regolano la materia. Il viaggiatore deve provvedere ad espletare le relative formalità anche considerando che il venditore o l'organizzatore non hanno l'obbligo di procurare visti o documenti.
- 13.7. If on the booking date the chosen destination appears, from the institutional information channels, as a location subject to "not advice" or "warning" for safety reasons, the traveler who subsequently exercises the right of withdrawal will not be able to invoke, for the purposes of exemption or reduction of the request for compensation for the withdrawal made, the disappearance of the contractual cause connected to the security conditions of the country.
- 13.8. Travelers must also comply with the rules of normal prudence and diligence and the specific ones in force in the travel destination countries, with all the information provided to them by the organizer, as well as

with the regulations, administrative or legislative provisions relating to the tourist package. Tourists will be held responsible for all damages that the organizer and/or seller may suffer also due to failure to comply with the obligations indicated above, including the expenses necessary for their repatriation. Furthermore, the organizer may require the traveler to pay a reasonable cost for the assistance provided to him, if the problem is caused intentionally by the traveler or through his fault, within the limits of the expenses incurred.

- 13.9. The traveler is required to provide the organizer or seller with all the documents, information and elements in his possession useful for exercising the right of recourse against the subjects who caused or contributed to the occurrence of the circumstances or event from which the compensation, price reduction, compensation or other obligations in question are derived as well as of the subjects required to provide assistance and accommodation services pursuant to other provisions, in the event that the traveler cannot return to the place of departure, as well as for the exercise of the right of subrogation towards third parties responsible for the damage and is responsible towards the organizer for the damage caused to the right of subrogation.
- 13.10. The traveler must always promptly communicate to the organiser, also through the seller, any lack of conformity found during the execution of the package, as indicated in the following article 15.

14. HOTEL CLASSIFICATION

The official classification of hotel facilities is provided on the site or in other information material only on the basis of the express and formal indications of the competent insurance companies pursuant to art. 1905 cc authority of the country in which the service is provided. In the absence of official classifications recognized by the competent Public Authorities of the EU member countries to which the service refers, or in the case of structures marketed as "Tourist Village", the organizer reserves the right to provide its own description of the accommodation structure, such as allow an evaluation and consequent acceptance of the same by the traveler.

15. ORGANIZER'S RESPONSIBILITY FOR INACCURATE EXECUTION OF THE PACKAGE

- 15.1 Pursuant to art. 42 Tourism Code, the organizer is responsible for the execution of all tourist services provided for in the tourist package contract, regardless of the fact that these tourist services must be provided by the organizer himself, by his auxiliaries or representatives when acting in the exercise of their functions, by third parties of whose Regulation (EU) no. 524/2013. opera makes use of or other suppliers of tourist services, pursuant to article 1228 of the Civil Code.
- 15.2. The traveller, pursuant to articles 1175 and 1375 of the Civil Code, informs the organiser, directly or through the seller, promptly, taking into account the circumstances of the case, of any lack of conformity detected during the execution of a tourist service provided for in the travel contract, tourist package.
- 15.3. If one of the tourist services is not performed as agreed in the contract of a single country, including trips to Italy, in cases of insolvency or failure of the tourist package, the organizer will remedy the lack of conformity, unless this proves impossible. or is excessively onerous, taking into account the extent of the lack of conformity and the value of the tourist services affected by the defect. If the organizer does not remedy the defect, point 16 applies.
- 15.4. Without prejudice to the exceptions referred to in the previous paragraph, if the organizer does not remedy the lack of conformity within a reasonable period set by the package traveler in relation to the duration and characteristics of the package, with the complaint made promptly pursuant to point 13.2, the traveler can personally remedy the defect and request reimbursement of the necessary expenses, provided that they are reasonable and documented; 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 deadline.
- 15.5. If a lack of conformity, pursuant to article 1455 of the Civil Code, constitutes a non-compliance of no small importance of the tourist services included in a package and the organizer has not remedied it within a reasonable period established by the traveler in relation to the duration and the characteristics of the package, with the dispute made pursuant to point 15.2, the traveler can, without charge, terminate the tourist package contract by right and with immediate effect or, if necessary, request, pursuant to the following point

16, a price reduction, without prejudice to any compensation for damages. In the event of termination of the contract, if the package included the transport of passengers, the organizer will also arrange for the return of the traveler with equivalent transport without unjustified delay and without additional costs for the traveller.

- 15.6. Where it is impossible to ensure the return of the traveller, the organizer bears the costs of the necessary accommodation, where possible of an equivalent category to what was provided for in the contract, for a period not exceeding 3 nights per traveler or for the longest period possibly foreseen by the European Union legislation relating to passenger rights, applicable to the relevant means of transport.
- 15.7. The cost limitation referred to in the previous paragraph 15.6 does not apply to people with reduced mobility, defined by the art. 2, par. 1, letter. a), of Reg. (EC) n. 1107/2006, and their companions, pregnant women, unaccompanied minors and people in need of specific medical assistance, provided that the organizer has received communication of their particular needs at least 48 hours before the start of the package.

16. PRICE REDUCTION AND COMPENSATION OF DAMAGES

- 16.1. The traveler is entitled to an adequate price reduction for the period during which there was a lack of conformity, unless the organizer proves that this defect is attributable to the traveler.
- 16.2. The traveler has the right to receive adequate compensation from the organizer for any damage he may have suffered as a result of a lack of conformity.
- 16.3 The traveler is not entitled to compensation for damages if the organizer demonstrates that the lack of conformity is attributable to the traveler or to a third party unrelated to the provision of the tourist services included in the tourist package contract and is unforeseeable or inevitable or is due to unavoidable circumstances and extraordinary.
- 16.4. All'organizzatore si applicano le limitazioni previste dalle convenzioni internazionali in vigore che vincolano l'Italia o l'UE, relative alla misura del risarcimento o alle condizioni a cui è dovuto da parte di un fornitore che presta un servizio turistico incluso in un pacchetto.
- 16.5. Il presente contratto espressamente prevede la limitazione del risarcimento dovuto dall'organizzatore, salvo che per i danni alla persona o quelli causati intenzionalmente o per colpa, nella misura non inferiore al triplo del prezzo totale del pacchetto.
- 16.6. Il risarcimento o la riduzione del prezzo concessi ai sensi del Codice del Turismo e il risarcimento o la riduzione del prezzo concessi ai sensi di altri regolamenti comunitari e convenzioni internazionali applicabili devono detrarsi gli uni dagli altri.

17. OBBLIGO DI ASSISTENZA

- 17.1 L'organizzatore presta adeguata assistenza senza ritardo al viaggiatore che si trova in difficoltà anche nelle circostanze di cui al punto 15.7, in particolare fornendo le opportune informazioni riguardo ai servizi sanitari, alle autorità locali e all'assistenza consolare e assistendo il viaggiatore nell'effettuare comunicazioni a distanza e aiutandolo a trovare servizi turistici alternativi.
- 17.2 The traveler can address messages, requests or complaints relating to the execution of the package directly to the seller through whom he purchased it, who, in turn, promptly forwards such messages, requests or complaints to the organiser.

18. SELLER'S RESPONSIBILITY

The seller must indicate his capacity and is exclusively responsible for the execution of the mandate given to him by the traveler with the travel intermediation contract, regardless of whether the service is provided by the seller himself, by his auxiliaries or agents when acting in the exercise of their functions or by third parties whose work they make use of, the fulfillment of the obligations undertaken having to be assessed with regard to the diligence required for the exercise of the corresponding professional activity.

19. INSURANCE AGAINST CANCELLATION AND REPATRIATION COSTS

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 withdrawal costs (always due except for the specific exceptions provided for by the Tourism Code) referred to in point 10, as well as those resulting from accidents and/or illnesses which also cover repatriation costs and for loss and/or damage to baggage. The rights arising from the insurance contracts must be exercised by the traveler directly against the contracting insurance companies, under the conditions and in the manner provided for in the policies themselves, paying attention, in particular, to the timing for opening the claim, the deductibles, limitations and exclusions. The insurance contract in place between the traveler and the insurance company has the force of law between the parties and exerts its effects between the traveler. Travelers, at the time of booking, must communicate to the seller any specific needs or problems for which it may become necessary and /o it is advisable to issue policies other than those proposed by the organizer or included in the price of the package.

20. ALTERNATIVE DISPUTE RESOLUTION TOOLS

The organizer shall provide the traveler with information regarding any existing complaint handling procedures and alternative dispute resolution (ADR) mechanisms, in accordance with Legislative Decree No. 206 of September 6, 2005. If applicable, the organizer shall also inform the traveler about the ADR body governing the professional and the online dispute resolution platform pursuant to Regulation (EU) No. 524/2013.

21. GUARANTEES TO THE TRAVELER

- 21.1. The organizer and the seller established in Italy are covered by a civil liability insurance contract in favor of the traveler for compensation for damages resulting from the violation of the respective obligations assumed with the respective contracts.
- 21.2. The tourist package organization contracts are supported by insurance policies or bank guarantees which, for trips abroad and trips that take place within the organizer's or seller's premises, guarantee, without delay upon request of the traveller, the reimbursement of the price paid for the purchase of the package and the immediate return of the traveler if the package includes the traveler's transport, as well as, if necessary, the payment of food and accommodation before the return. As an alternative to reimbursement of the price or immediate return, the traveler may be offered the continuation of the package in the manner referred to in articles 40 and 42 of the tourism code.
- 21.3 The same guarantees are provided by professionals who facilitate linked tourist services for the reimbursement of all payments they receive from travellers, to the extent that a tourist service which is part of a linked tourist service is not carried out due to the state of insolvency or failure of professionals. Nobis Assicurazioni Filo Diretto Protection.

22.INDIVIDUAL TOURIST SERVICES AND RELATED TOURIST SERVICES

Contracts having as their object the offer of a transport service only, a stay service only, or any other separate tourist service, cannot be configured as a contractual case of travel organization or tourist package, they do not enjoy the protections provided for by Tourism Code and the contractual conditions of the individual supplier will apply. The responsibility for the correct fulfillment of the contract lies with the service provider.

In the case of booking connected tourist services, the traveler has protection aimed at reimbursing payments received for services not provided due to the insolvency of the professional who collected the sums paid by the traveller. This protection does not provide for any refund in the event of insolvency of the relevant service provider.

The aforementioned general conditions are intended to be applied Sport&Travel by Seturline srls exclusively when he qualifies as a "technical organizer".

In cases where this responsibility is not attributable to Sport&Travel by Seturline srls , it is understood that the general conditions of the respective technical organizers of competence apply.

Seturline srls: license /scia AP-1/S130-2023-50 per Seturline srls SCIA/SUAP/MUNICIPALITY OF TURIN of 10/07/2023 – Civil Liability Policy: : Nobis Assicurazioni no. 203257333 . - Guarantee Fund: Nobis Assicurazioni - Filo Diretto Protection no. Policy 203257079..

Geographical Address: : Nobis Compagnia di Assicurazioni S.p.A. Viale Gian Bartolomeo Colleoni, 21 – Centro Colleoni

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All claims must be reported through one of the following methods:

- Online (on the website <u>www.nobis.it</u>, in the "Online Claim Report" section) by following the provided instructions.
- By phone at the number 039/9890.712, and for the Trip Cancellation coverage at the toll-free number 800.894124.