

## GENERAL TERMS OF CONTRACT FOR THE SALE OF A PACKAGE TRAVEL

### FOREWORD: CONTENTS OF THE PACKAGE TRAVEL CONTRACT

The following general terms and conditions, the description of the package travel in the catalogue (online or on paper) or in the separate travel programme, as well as the booking confirmation sent by the organiser to the seller as agent for the traveller, form an integral part of the package travel contract. By signing the proposal to buy a package travel, travellers declare that they have read and accept, for themselves and for the subjects specified in the contract, both the package travel contract and how it is regulated, the warnings and conditions contained therein, as well as these general terms and conditions.

#### 1. LEGISLATIVE SOURCES

The sale of package travels and linked travel arrangements is governed by the Tourism Code (Articles 32-51 - novies) as amended by Legislative Decree No. 62/2018 implementing EU Directive 2015/2302 and its subsequent amendments, and the provisions of the Italian Civil Code relating to transport and mandate, as applicable.

#### 2. ADMINISTRATIVE TERMS

The organiser and vendor (retailer) of the package travel, to which the traveller addresses, must be authorised to perform their respective activities in accordance with current legislation, including regional or municipal, and to operate as provided therein. The organiser/vendor exercising in the territory of Italy must be covered by a civil liability insurance contract in favour of the traveller for compensation for damages arising from breach of the obligations under the contract. The contracts for the organisation of a package travel are covered by insurance policies or bank guarantees which, in the event of insolvency or bankruptcy of the organiser or retailer, ensure, without delay at the request of the traveller, the reimbursement of the price paid for the purchase of the package, as well as the traveller's immediate repatriation in the event that the package includes the traveller's transportation, and if necessary the payment of board and lodging prior to the return trip. This obligation also applies to professionals who facilitate linked travel arrangements, for the reimbursement of all payments they receive from travellers.

#### 3. DEFINITIONS

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

- 'traveller' means any person seeking to conclude a contract, enter into a contract or entitled to travel on the basis of a related contract for a package travel or tourist service;
- 'trader' means any public or private, natural or legal person who, for purposes relating to his/her business activities, craft or profession, is acting, in contracts related to a travel package or travel services, including through any other person acting in his/her name or on his/her behalf, whether acting in the capacity of organiser, vendor, (retailer), trader, professional facilitating related travel services or as a travel service provider, under current legislation;
- 'organiser' means a trader who combines and sells, or offers for sale packages, either directly or through another professional or together with another professional, or a professional who transmits the traveller's data to another professional in accordance with point c), number 2.4); art. 33 of the Tourism Code;
- 'retailer' means a trader other than the organiser who sells or offers to sell packages put together or combined by an organiser;
- 'establishment' means an establishment as defined in Article 8, par. 1, letter e) of Italian Legislative Decree No. 59 of 26 March 2010;
- 'durable medium' means any instrument enabling the traveller or trader to store information addressed personally to them in a manner that is accessible for future reference for a period of time suitable for the purposes of the information, and which allows the unchanged reproduction of the information stored;
- 'unavoidable and extraordinary circumstances' means a situation beyond the control of the party that invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken;
- 'lack of conformity' means a failure to perform the travel services included in a package;
- 'minor' means a person below the age of 18 years (child);
- 'repatriation' means the traveller's return to the place of departure or to another place the contracting parties agree upon.

#### 4. CONCEPT OF PACKAGE TRAVEL AND RELATED TRAVEL SERVICES

4.1. "Package travel" refers to the combination of at least two different types of travel services (i.e. 1. the transport of passengers; 2. accommodation that is not an integral part of the transport of passengers and is not intended for residential purposes or for long-term language courses; 3. the hiring out of cars, other vehicles or motorcycles which requires a category A driving licence; 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, nor qualifies as a 'supplementary tourist service') for the purposes of the same journey or holiday, if at least one of the following conditions applies:

- such 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;
- such services, even when concluded with separate contracts with individual travel service providers, are: 2.1) purchased at a single point of sale and selected before the traveller consents to payment; 2.2) offered, sold or invoiced at a flat-rate or global price;
- advertised or sold under the name "package" or a 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 electronic booking processes where the traveller's name, 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;

4.2. "Related tourist service" refers to 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 facilitated by a trader, alternately: 1) at the time of a single visit or single contract with their point of sale, the separate selection and payment of each tourist service by the traveller; 2) the targeted purchase of at least one additional tourist service from another professional when such purchase is concluded within 24 hours of confirmation of the reservation of the first tourist service.

#### 5. INFORMATION FOR TRAVELLERS

5.1. Before the conclusion of the package travel contract or a corresponding offer, the organiser and retailer shall provide the traveller with the relevant "standard information form", as well as provide the traveller with the following information:

- the main characteristics of the travel services, such as: 1) 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 repatriation, 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 repatriation; 3) the location, primary characteristics and, where applicable, the tourist category of the accommodations in accordance with regulations in the country of destination; (4) meals provided; (5) visits, excursions or other services included in the total agreed price of the package; (6) travel services provided to the traveller 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 journey or holiday is suitable for persons with reduced mobility and, at the request of the traveller, precise information on the suitability of the journey or holiday taking into account the needs of the traveller;
- the business name and geographical address of the organiser and, where applicable, of the retailer, their telephone numbers and e-mail addresses;
- the total price of the package 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;
- 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;
- the minimum number of persons required for the package and the time-limit, referred to in Article 41(5)(a), prior to the start of the package for the possible termination of the contract if that number is not reached;
- general information on passport and/or visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination;
- 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;
- 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;
- details of insolvency or bankruptcy protection cover, and the liability insurance contract for the benefit of the traveller;
- information on the identity of the operating air carrier, if not known at the time of booking, correct provision according to Art.11 Reg. EC 2111/05 (Art. 11, par. 2 Reg. (EC) 2111/05: "If the identity of the operating air carrier(s) is not yet known at the time of reservation, the air carriage contractor shall ensure that the passenger is informed of the name(s) of the air carrier(s) that will operate as operating air carrier(s) for the flight(s) concerned. In this case, the air carriage contractor shall ensure that the passenger is informed of the identity of the operating air carrier(s) as soon as their identity has been established and their possible operating ban in the European Union".

5.2. For package tour contracts concluded by telephone, the organiser or professional shall provide the traveller with the information required by the 'standard information form' set out in Annex A, Part II, of the Tourism Code.

5.3. In view of the long advance notice with which the catalogues containing information on how to use the services are published, it should be noted that the schedules and routes of the flights indicated in the acceptance of the proposal to purchase and sell services may be subject to change as they are subject to subsequent validation; the final flight schedules will be notified in the days prior to the departure and repatriation. It should be noted that charter flights are not, by definition, subject to systematic scheduling.

5.4. As provided for by Art. 6.2 of EC Regulation 2027/97, at the request of passengers, information will be provided on the provisions regarding the liability of the Community air carrier for damages caused by death, injury and personal injury, on the insurance coverage obligations, as well as information on the timing of advances of payment to the natural person entitled to compensation.

#### 6. PURCHASE PROPOSAL - BOOKINGS

6.1. At the time of the conclusion of the package travel contract or, in any case, as soon as possible, the organiser or retailer, shall provide the traveller with a copy or confirmation of the contract on a durable medium.

6.2. The traveller has the right to a paper copy if the package travel contract has been concluded in the simultaneous physical presence of the parties.

6.3. With regard to contracts negotiated away from business premises, as defined in Article 45, par. 1, letter h), of Legislative Decree No. 206/2005, a copy or confirmation of the package travel contract is provided to the traveller on paper or, if the traveller consents, on another durable medium.

6.4. The package travel contract is considered completed, with the consequent conclusion of the contract, only when the organiser sends confirmation, also by means of an electronic system, to the traveller at the retailer's premises.

6.5. The traveller must inform the retailer, prior to booking, of any specific requests considered to be the subject of the contract only if possible, as reported in writing in the contract and accepted by the organiser.

6.6. Travel documents (e.g. vouchers) will be handed over to the traveller in good time before departure, and the traveller is required to keep and take them with him/her during the journey in order to be able to benefit from the services regularly booked, together with any other documents (e.g. airline tickets) delivered by the retailer. The traveller is obliged to verify the correctness of the information contained in the aforementioned documents and in the travel contract, and to inform the retailer immediately of any errors. The traveller must communicate to the organiser the full data of the participants exactly as indicated on the personal identity documents.

6.7. Any excursions or services purchased and paid for by travellers at their destination are outside the scope of this contract. As such, no responsibility shall be attributed to the organiser or retailer, even in the event that, as a courtesy, resident staff, escorts, guides or local correspondents offer to arrange for bookings.

#### 7. PAYMENTS

7.1. The following must be paid for at the time of the contract's signing: a) the registration or file management fee (see art. 8); b) advance payment to the extent indicated by the organiser or retailer. The balance must be paid in full within the period established by the organiser in its catalogue or in the booking confirmation.

7.2. Failure to pay the above amounts, on the established dates, as well as failure to remit to the organiser the amounts paid by the traveller to the retailer will result in the automatic termination of the contract by simple written notice, by fax or e-mail, at the retailer's domicile, or at the traveller's domicile, including electronic, where communicated. The balance of the price is considered to have been paid when the sums are received by the organiser directly from the traveller or through the retailer.

#### 8. PRICE AND ALTERATION OF THE PRICE

8.1. The price of the package travel is set out in the contract, with reference to what is indicated in the catalogue or on the organiser's website, or in the non-catalogue/customised programme and any updates to such catalogues or non-catalogue programmes that may subsequently have occurred, or on the operator's website. The price may also vary, either upwards or downwards, only as a result of changes in: - the price of transportation for passengers in relation to fuel costs or other energy costs; - the level of charges and taxes on travel services included in the contract imposed by third parties not directly involved in the execution of the package, including landing, disembarkation or embarkation fees in ports and airports; - exchange rates relevant to the package in question. A price increase is possible only if the organiser informs the traveller on a durable medium, together with the justification for the price increase and the method of calculation, at least 20 days before the start of the package. If the price increase exceeds 8% of the total price of the package, point 9.2 below shall apply. If the price falls, the organiser has the right to deduct administrative and management costs of actual files for reimbursements owed to travellers, of which the organiser is obliged to provide proof at the request of the traveller.

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

#### 9. VARIATION, WITHDRAWAL OF THE ORGANISER OR CANCELLATION OF THE PACKAGE TRAVEL PRIOR TO DEPARTURE

9.1. Before the start of the package, the organiser may unilaterally change the terms and conditions of the contract other than the price, as long as the changes are of minor importance, by notifying the traveller on a durable medium, including through the retailer.

9.2. If, prior to the start of the package, the organiser is obliged to significantly alter one or more of the main features of the travel services, or cannot meet the specific requests previously accepted and expressly stated in the contract, or proposes to increase the price of the package by more than 8%, the traveller, within a reasonable period specified by the organiser at the same time as the notification of the change, can accept the proposed change or withdraw from the contract without paying withdrawal costs. In the event of termination, the organiser may offer the traveller a substitute package of an equivalent or higher quality. The notice of change shall inform the traveller of the proposed changes, their impact on the price of the package, the period within which the traveller is required to inform the organiser of its decision, and the consequences of the non-response of the traveller within said period as well as any replacement package offered and its price.

9.3. If the changes to the package travel contract, or to the substitute package result in a package of lower quality or cost, the traveller will be entitled to an appropriate price reduction.

9.4. In the event of termination of the package travel contract pursuant to the previous paragraph if the traveller does not accept a substitute package, the organiser shall be obliged to refund all payments made by or on behalf of the traveller without undue delay and in any event no later than 14 days after the contract is terminated, applying the provisions outlined in Art. 43, paragraphs 2, 3, 4, 5, 6, 7, 8 of the Tourism Code.

9.5. 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:

- the number of persons enrolled for the package is lower than the minimum number stated in the contract and the organiser notifies the traveller of the contract termination within the time period stipulated in the contract but no later than 20 days prior to 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 not able to execute the contract due to unavoidable and extraordinary circumstances and communicates the withdrawal from the contract to the traveller without undue delay before the start of the package.

#### 10. TERMINATION BY THE TRAVELLER

10.1. The traveller may withdraw from the contract at any time prior to the start of the package upon payment of appropriate withdrawal costs, or, if applicable, the standard withdrawal costs (cancellation fees) provided by the organiser, which depend on the destination chosen and time at which the traveller withdraws with respect to the departure date. In the absence of specification of standard withdrawal fees, the amount of withdrawal fees corresponds to the price of the package less cost savings and revenues arising from the reallocation of travel services.

10.2. The traveller may take out insurance policies to cover the above-mentioned costs of unilateral withdrawal by the traveller or the costs of assistance, including the return journey, in the event of accident, illness or death. Depending on the chosen package, the organiser shall inform the traveller about the optional or compulsory underwriting of such insurances.

10.3. Termination costs are not owed in the cases provided for in Article 9(2) above. 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 prior to 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.

10.4. In the case of contracts negotiated off business premises (as defined in Article 45 par. 1 letter h) of the Consumer Code), 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 providing any reason. In cases of offers with significantly lower rates compared to 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.

#### 11. CHANGES AFTER DEPARTURE

11.1. 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 repatriation 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.

11.2. 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. 11.3. If it is impossible to make alternative arrangements or the traveller rejects the proposed alternative arrangements, in line with what is indicated under point 1, the traveller shall be entitled to a price reduction. In case of non-fulfilment of the obligation for an offer, point 15.5 11.4 shall apply. Where, owing to supervening circumstances not caused by the organiser, it is possible to ensure the traveller's repatriation as agreed in the package travel contract, sub-paragraphs 15.6 and 15.7 will apply.

#### 12. TRANSFER OF THE CONTRACT TO ANOTHER TRAVELLER

12.1 The traveller may have another person replace him or her, provided that:

a) the organiser is informed no later than seven days before the start of the package; b) the person to whom the contract is to be transferred meets all the conditions for the use of the service and in particular the requirements relating to passports, visas and health certificates; c) the said services or other transfer services can be provided following the transfer; d) all administrative and file management costs for the transfer are paid to the organiser, to the extent quantified prior to the transfer, providing, at the request of the transferor, the evidence of fights, taxes or other additional costs resulting from the package. Transfer costs may, for example, include the purchase of new tickets at available rates and in force at the time of the transfer request; it should be noted that ticketing costs are subject to continuous changes and price fluctuations, and depend on the booking class, availability of seats, type of fare, flight class, date of issue and flight date.

12.2. The transferor and 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 file management costs resulting from such a transfer.

12.3. Pursuant to Article 944 of the Navigation Code, a transfer will be possible only with the consent of the carrier.

12.4 If the traveller requests the variation of an element and/or tourist service for a pre-confirmed package and provided that the request does not constitute contractual novation and provided that it is possible to implement it, the traveller must pay the organiser any administrative and management costs resulting from the change (in the event that the air ticket must be re-issued, the transfer will result in the application of the airfare available on that date).

#### 13. TRAVELLERS' OBLIGATIONS

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 catalogue - concerning the conditions regarding passports and visas, including approximate times for obtaining visas and health formalities applicable in the country of destination.

13.2. For rules relating to the expatriation of Italian minors, please refer expressly to the indications on the website of the State Police. It should be noted, however, that minors must be in possession of an individual document valid for expatriation (passport, or for EU countries, identity card valid for expatriation with indication of the names of parents). Minors under the age of 14 and minors for whom an Authorisation issued by the Judicial Authorities is required, must follow the requirements indicated on the State Police website at <http://www.poliziadistato.it/articolo/191/>.

13.3. Foreign citizens must be in possession of an individual passport and possible entry visa, and can find the necessary and updated information through their respective diplomatic offices in Italy and/or official government information channels.

13.4 Prior to departure, travellers are required to check with the competent authorities (for Italian citizens, the local Police Headquarters or Ministry of Foreign Affairs on the website [www.viaggiareisciri.it](http://www.viaggiareisciri.it) or the Operations Call Centre on 06.491115) that their documents are in order with the indications provided, and to adapt in good time before the start of the package. In the absence of such verification, no liability for any missed departure by one or more travellers shall be attributed to the intermediary or organiser.

13.5 Travellers must in any case inform the retailer and organiser of their nationality before requesting a booking and, at the time of departure, must ensure that they have vaccination certificates, individual passports and any other documents valid for all countries affected by the itinerary, as well as residence visas, transit visas and health certificates that may be required.

13.6. In order to assess the social, political and health security situation and any other useful information relating to the countries and places of destination and their immediate vicinity and, therefore, the objective usability of the services purchased or to be purchased and any substantial impact on the implementation of the package, travellers will be responsible for assuming official information of a general nature at the Ministry of Foreign Affairs, and disseminated through the Farnesina institutional website [www.viaggiareisciri.it](http://www.viaggiareisciri.it). The above information cannot be contained in the organisers' catalogues - whether online or in paper format - as they contain general descriptive information and not information subject to changes by the official authorities. As such, updated information must be obtained by the travellers, on the website of the Ministry of Foreign Affairs at [www.viaggiareisciri.it](http://www.viaggiareisciri.it) (under the tabs "Paesi [Countries]", "Salute in viaggio [Health on the move]" and "Avvertenze [Warnings]"). The traveller is required by the principle of diligence of a prudent family person, to verify the correctness of personal documents and those of minors, and to obtain valid documents for expatriation according to the rules of their country and the conventions that govern such issues. The traveller must also complete the relevant formalities considering that the retailer or organiser are not under the obligation to provide visas or documents.

13.7. If, on the date of booking, it turns out from official information channels that the chosen destination is subject to a warning (special notice) for security reasons, a 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.

13.8. Travellers are required to comply with rules of normal prudence and diligence, as well as the specific rules in force in the countries of destination, including all information provided by the organiser, and the regulations and administrative or legislative provisions relating to the package travel. Travellers will be called to answer for all damages incurred by the organiser and/or retailer resulting from a failure to respect the above mentioned obligations, including the expenses necessary for their repatriation. In addition, 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.

13.9. Travellers are obliged to provide the organiser or retailer with all documents, information and elements in their possession useful towards exercising their right of recourse against those who have caused or contributed to the occurrence of the circumstances or event from which the compensation, reduction in price or other obligations in question have arisen, as well as against those who are obliged to provide assistance and accommodation services under other provisions, in the event that the traveller cannot return to the place of departure, and for exercising the right of subrogation against third parties responsible for damages, being responsible to the organiser for damages caused to the right of subrogation.

13.10. Travellers must in all cases PROMPTLY inform the organiser, including through the retailer, of any lack of conformity found during the execution of the package, as indicated in Article 15 below.

#### 14. HOTEL CLASSIFICATION

The official classification of hotel facilities is provided in the catalogue or in other informative material solely on the basis of express and formal guidelines by 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 member countries of the EU to which the service refers, or in the case of structures marketed as "Tourist Village", the organiser reserves the right to provide a description of the establishment in the catalogue or brochure, such as to allow the traveller to make an informed assessment and consequently to accept.

#### 15. ORGANISATION'S LIABILITY FOR IMPROPER PERFORMANCE OF THE PACKAGE

15.1 Pursuant to Art. 42 of the Tourism Code, the organiser is liable for the performance of the travel services included in the package travel contract, irrespective of whether such travel services are to be performed by the organiser, by the organiser's auxiliaries or agents when acting in the exercise of their duties, 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.

15.2. In accordance with Articles 1175 and 1375 of the Italian Civil Code, travellers are required to promptly inform the organiser, directly or via the retailer, taking into account current circumstances, of any lack of conformity found during the performance of a travel service included in the package travel contract.

15.3. 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 defect, paragraph 16 shall apply.

15.4. Subject to the exceptions at the previous paragraph, if the organiser does not remedy the lack of conformity within a reasonable period set by the traveller, in relation to the duration and specifications of the package, with the complaint made promptly pursuant to sub-paragraph 13.2, 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.

15.5. If a lack of conformity, pursuant to 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 the situation within a reasonable period of time set by the traveller with regard to the duration and characteristics of the package, with the complaint made pursuant to sub-paragraph 15.2, the traveller may, without charge, lawfully terminate the package travel contract with immediate effect or, if necessary, pursuant to paragraph 16 below, request a reduction in the price, except for 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 repatriation with an equivalent carrier without undue delay and at no extra cost to the traveller.

15.6. Where it is impossible to ensure the traveller's repatriation, the organiser shall bear the costs of the necessary accommodations, where possible of an equivalent category to that provided for in the contract, for a period not exceeding 3 nights per traveller or for the longest period, if any, provided for in European Union legislation on passenger rights, applicable to the relevant means of transport.

15.7. The cost limitation referred to in paragraph 15.6 above does not apply to persons with reduced mobility, as defined in Art. 2, par. 1, letter a), of Reg. (EC) No. 1107/2006, and their accompanying persons, pregnant women, unaccompanied minors and persons in need of specific medical assistance, provided that the organiser has been notified of their special needs at least 48 hours before the start of the package.

#### 16. PRICE REDUCTION AND COMPENSATION FOR DAMAGES

16.1. Travellers are entitled to an appropriate reduction in price for the period during which a lack of conformity has been verified, unless the organiser proves that such defect is attributable to the traveller.

16.2. Travellers have the right to receive from the organiser appropriate compensation for any damages incurred as a result of a lack of conformity.

16.3 Travellers are not entitled to compensation for damages if the organiser demonstrates that the lack of conformity is attributable to the traveller or to a third party outside the provision of the travel services included in the package travel contract, and is unforeseeable or unavoidable or due to extraordinary and unavoidable circumstances.

16.4. The organiser is subject to the limitations provided for by the international conventions in force that bind Italy or the EU, relating to the extent of compensation or conditions to which it is due by a provider who provides a tourist service included in a package.

16.5. The package travel contract may provide for the limitation of compensation due by the organiser, except for personal injury or damage caused intentionally or through fault, provided that this limitation is not less than three times the total price of the package.

16.6. Any compensation or price reduction granted under the Tourism Code and any compensation or price reduction granted under other applicable Community regulations and international conventions shall be deducted from each other.

#### 17. OBLIGATION TO PROVIDE ASSISTANCE

17.1 The organiser shall provide appropriate assistance without delay to travellers who are in difficulty, including in the circumstances referred to in point 15.7; specifically by providing appropriate information concerning health services, local authorities and consular assistance, and by assisting travellers in relaying distance communications and helping them find alternative travel services.

17.2 Travellers may address messages, requests or complaints in relation to the performance of the package directly to the retailer through which the package was purchased; the retailer will, in turn, be required to promptly forward such requests or complaints to the organiser.

#### 18. RETAILER'S LIABILITY

The retailer must indicate its capacity and is solely responsible for the performance of the mandate granted it by the traveller under the travel agent contract, regardless of whether the service is provided by the retailer, by its auxiliaries or sellers when acting in the exercise of their functions, or by the third parties it has called upon, and the performance of any obligations assumed must be assessed with regard to the diligence required for the exercise of the corresponding professional activities.

#### 19. INSURANCE AGAINST CANCELLATION AND REPATRIATION EXPENSES

Unless 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 (as owed in all cases, except for specific exceptions provided for by the Tourism Code) referred to under point 10, as well as any 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 the opening of a claim and to 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.

#### 20. ALTERNATIVE INSTRUMENTS FOR THE RESOLUTION OF DISPUTES

The organiser undertakes to provide travellers with information regarding any existing complaint handling procedures and Alternative Dispute Resolution (ADR) mechanisms, pursuant to Legislative Decree No. 206 of 6 September 2005 and, if any, the ADR entity by which the professional is regulated, and the online dispute resolution platform pursuant to Regulation (EU) no. <1256 524/2013.

#### 21. TRAVELLER'S GUARANTEES

21.1. The organiser and retailer duly established in Italy are covered by a civil liability insurance contract in favour of the traveller for compensation for damages arising from breach of their respective obligations assumed under their respective contracts.

21.2. The contracts for the organisation of package travel are covered by insurance policies or bank guarantees which, for travel abroad and travel within a single country, including travel to Italy, in cases of insolvency or bankruptcy of the organiser or retailer guarantee, without delay at the request of the traveller, the reimbursement of the price paid for the purchase of the package and the traveller's immediate repatriation in the event that the package includes the transport of the traveller, and, if necessary, the payment of board and lodging before the repatriation. As an alternative to a price refund or immediate repatriation, the traveller may be offered the continuation of the package as outlined in Articles 40 and 42 of the Tourism Code.

21.3. The same guarantees are provided by the professionals who facilitate linked travel arrangements for the reimbursement of all payments they receive from travellers, in so far as a tourist service that is part of a related tourist service is not provided due to the insolvency or bankruptcy of professionals.

#### 22. INDIVIDUAL TRAVEL SERVICES AND LINKED TRAVEL ARRANGEMENTS

Contracts regarding solely the offer of transport services, solely accommodation services, or of any other separate travel service, cannot be represented as a contractual case of travel organisation or package travel, as they are not governed by the protection provided by the Tourism Code, and the contractual conditions of the individual supplier will be applied. The responsibility for the proper performance of the contract lies with the service provider. If linked travel arrangements are booked, the traveller has protection aimed at refunding 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.

#### INFORMATION PURSUANT TO EU REG. NO. 2027/97.

Compensation for death or injury: no financial limits to liability in the event of injury or death of a passenger. For damages up to 100,000 SDR (equivalent to approximately 121,000 Euros) the air carrier cannot contest claims for compensation. Beyond this amount, the air carrier can contest a claim only if they can prove that the damage cannot be attributed to them - Advances of payment: in the event of injury to or death of a passenger, the carrier must pay, within 15 days of identification of the person entitled to compensation, an advance payment to meet immediate economic needs. In the event of death, the advance payment may not be less than 16,000 SDR (equivalent to approximately 19,400 Euros) - delays in passenger transport: In case of delay, the carrier is liable for the damage unless they have taken all possible measures to avoid the delay or it was impossible to take such measures. Liability for damage is limited to 4,150 SDR (equivalent to approximately 5,000 Euros) - Delays in the carriage of baggage: In case of delay, the air carrier is liable for damage unless they have taken all possible measures to avoid it or it was impossible to take such measures. Liability for damage is limited to 1000 SDR (equivalent to approximately 1200 Euros) - Destruction, loss of or damage to baggage: The air carrier is liable for the destruction, loss or damage of baggage up to 1000 SDR (equivalent to approximately 1200 Euros). In the case of checked baggage, the air carrier is liable for damage even if they are not at fault, unless the baggage itself is defective. With regard to unchecked baggage, the air carrier is liable only if the damage is caused by them - Higher liability limits for baggage: Passengers may benefit from a higher liability limit by making a special declaration, at the latest at check-in, and by paying a supplement - Baggage Complaints: In the event of damage, delay, loss or destruction during the carriage of baggage, the passenger must make a written complaint to the carrier as soon as possible. In the event that checked baggage is damaged, the passenger must make a written complaint within 7 days, and in the event of a delay within 21 days, from the date on which the baggage was made available to the passenger - Liability of the contracting carrier and operating carrier: If the air carrier operating the flight is not the contracting air carrier, the passenger has the right to make a claim for compensation or a complaint to both. If the name or code of an air carrier appears on the ticket, this air carrier is the contracting air carrier - Terms for action for compensation: Legal action must be taken within two years from the date of arrival or from the date on which the flight should have arrived.

Mandatory communication pursuant to Art. 17 L. 38/2006: "Italian law punishes offences concerning prostitution and child pornography by imprisonment, even if committed abroad".