

GENERAL TERMS AND CONDITIONS OF SALE CONTRACTS FOR TOURIST PACKAGES AND SERVICES

1. LEGISLATIVE SOURCES

The sale of tourist products by the **Azienda per il Turismo della Val di Fassa Soc. Coop.** (hereinafter referred to as "APT") is regulated by Provincial Law no.8 of 11 June 2002 on the promotion of tourism, as well as by Italian Law no.1084 of 27 December 1997, ratifying and implementing the international Convention on Travel Contracts (hereinafter referred to as "CCV"), signed in Brussels on 23 April 1970 - insofar as applicable - and by the Consumer Code referred to in Italian Legislative Decree no.206 of 06 September 2005, as amended by the Tourism Code, and Italian Legislative Decree no.70 of 23 May 2011, in articles 32 to 51 and subsequent amendments.

2. DEFINITIONS

For the purposes of this agreement, the following terms shall have the following meanings:

- a) ORGANISER: the entity that undertakes to provide tourist packages to third parties in exchange for a flat-rate fee, by combining the elements indicated in point [point 3] below, offering the tourist the possibility of purchasing the package also via a remote communications system.
- b) SELLER: the entity that sells or undertakes to procure tourist packages put together pursuant to point [point 3] below in exchange for a flat-rate fee.
- c) CONSUMER/TOURIST/CLIENT: the buyer that undertakes to purchase a tourist package without remuneration.

3. INTRODUCTION AND THE "TOURIST PACKAGE" CONCEPT

Whereas:

- a) the organiser and the seller of the tourist package, whom the consumer contacts, must be in possession of the authorisation to perform the activity;
- b) the consumer is entitled to receive a copy of the **tourist package sales contract** (pursuant to Italian Legislative Decree no.79 of 23 May 2011, hereinafter referred to simply as the "Tourism Code"), which is the document required in order to be able to access the Guarantee Fund referred to in point 19 of these General Terms and Conditions of Sale, if necessary;
- c) the general concept of "tourist package" (pursuant to art.34 of the Tourism Code) is as follows: "tourist packages are the trips, holidays, all-inclusive itineraries and tourist cruises, resulting from the combination, put together by anyone and in any way, of at least two of the elements indicated below, sold or offered for sale at a fixed price:
 - 1. transportation;
 - 2. accommodation;
 - 3. tourist services that are not related to the transportation or the accommodation referred to in article 36, which make up a significant part of the tourist package in order to meet the recreational requirements of the tourist".

4. COMPULSORY INFORMATION - DATA SHEET

- a) The destination, duration, and the start and end date correspond with those of the tourist package chosen by the tourist via an online booking platform on the official APT website – www.fassa.com – as well as on any other booking websites, channels or web devices, managed directly by APT or by other partners of APT, by virtue of specific cooperation agreements. This information can also be provided through brochures or other information supports, in paper or digital format, specially put together by APT;
- b) The Organiser of the trip offered as a tourist package is Azienda per il Turismo della Val di Fassa Soc. Coop. with registered office in Canazei (TN), Strèda Roma 36, VAT no.01855950224. certified email address: aptfassa@pec.cooperazionetrentina.it, telephone 0462 609500 - fax 0462 602278.
- c) The administrative authorisation for the organisation, sale and intermediation of tourist packages has been issued to the organiser by the Tourism Service of the Autonomous Province of Trento with decision no.211 of 22 June 2006 of the head of this service.

d) The price of the tourist package, plus duties and taxes, are those of the tourist package chosen by the tourist using the methods described in point a) of this article, with provision for any amendments to be made due to changes in transportation costs, fuel, duties and taxes, and the applied exchange rate, as provided for in art.40 of the Tourism Code.

An upward revision cannot in any event be more than 8% of the original price, without prejudice to the right of the buyer to withdraw from the contract, subject to the refund of any sums already paid to the counterparty. The price in any event cannot be increased during the last twenty days prior to the departure.

e) The travel programme is available on the official tourist portal of APT– www.fassa.com – as well as on other possible booking websites, channels or web devices managed by the partners of APT, by virtue of specific cooperation agreements. The travel programme can also be made available to the client through possible brochures or other information supports, in paper or digital formats, specially put together by APT.

f) The methods and conditions of substitution are regulated by point 11 of these General Terms and Conditions of Sale.

5. BOOKINGS

Booking requests are to be drawn up, in their entirety, using the special contract form, in electronic format if applicable, and signed by the client.

Unless specified otherwise by the organiser, the booking is understood to have been accepted, with the consequent conclusion of the contract, only when the buyer has made at least a 30% advance payment of the total price of the tourist package, and the organiser has sent the client the related confirmation of the receipt of payment, which may also be sent electronically. The exact amount of the advance payment to be made to the organiser, as well as the payment methods, shall be communicated to the client at the time of booking.

The organiser will provide the consumer with all the indications laid down in art.37, paragraph 2, of the Tourism Code in the confirmation email and/or letter, if this information is not already contained in the contractual documents, in the brochures, on the website or on other written communication methods.

6. PAYMENTS AND EXPRESS TERMINATION CLAUSE

The tourist package purchased by the customer must be paid for via credit card only, following the instruction given by the organiser at the time of booking. The allowed payment methods are as follows:

a) immediate payment of the entire price of the package;

b) payment of an advance of 30% of the total price of the package at the time of the booking and subsequent settlement of the remaining amount (70% of the total) – within and no later than the tenth day prior to the starting date of the booked stay;

Last minute bookings:

the payment method referred to in point b) above is valid only for bookings made at least 10 days before the date of commencement of the booked stay. Bookings carried out after this time limit are considered 'last minute' and, as such, are subject to the payment method described in point a).

The payments made via credit card are processed through a specific on-line payment procedure. The data provided by the User are processed through information systems compliant with PCI DSS (Payment Card Industry Data Security Standard). All the transactions are carried out on connections protected through SSL (Secure Socket Layer) protection codes and https (http secure) protocol.

Failure to pay the amounts stated above on the fixed dates constitutes an express termination clause, enabling APT to cancel the contract pursuant to art.1457, without any need to inform the consumer, without prejudice to the right of APT to request the said payments despite the expiry of the deadline. In the event of termination due to the non-fulfilment of the client, a penalty of 30% of the total amount shall be paid to APT.

7. PRICE

The price of the tourist package is fixed in the contract with reference to the indications given the online booking platform of the official tourist website of APT www.fassa.com – as well as any other booking websites, channels

or web devices, managed directly by APT or by other partners of APT, by virtue of specific cooperation agreements - and with reference to possible updates to the platform made at a later date.

The price may be amended up to 20 days prior to departure and only as a result of changes in:

- transportation costs, including the cost of fuel;
- the duties and taxes on any type of tourist service, such as landing, boarding and disembarkation duties and taxes in ports and airports;
- the exchange rate applied to the tourist packages in question.

For these changes, reference is to be made to the exchange rates and the costs referred to above that are in force on the publication date of the programme, indicated by APT.

8. AMENDMENTS OR CANCELLATION OF THE TOURIST PACKAGE PRIOR TO DEPARTURE

If the organiser needs to make a significant change to one or more of the elements of the agreement prior to the starting date of the stay booked by the consumer, the organiser shall immediately inform the consumer thereof in writing, indicating the type of change and the difference in price as a result.

In the event of the non-acceptance of the changes, the tourist can withdraw without paying any penalty, regarding any amounts already paid, or may enjoy a replacement tourist package pursuant to point 10.

The consumer can exercise the rights provided for above also when the cancellation is a result of *force majeure* or unforeseeable circumstances. For cancellations other than those caused by *force majeure* or unforeseen circumstances, as well as for those other than the non-acceptance on the part of the consumer of the alternative tourist package offered, the organiser that cancels the package is obliged to reimburse the consumer for any amounts already paid.

The sum to be reimbursed shall never be more than double the amounts for which the consumer would be liable on the same date according to the provisions of point 9 of these General Terms and Conditions of Sale, if he/she was to be the one to cancel the departure.

9. WITHDRAWAL OF THE CONSUMER

The consumer may withdraw from the contract without paying any penalties in the following cases:

- more than a 8% increase in the price referred to in point 7;
- a significant change to one or more elements of the contract that may be objectively considered to be fundamental for the purposes of the enjoyment of the tourist package considered as a whole and proposed by the organiser after the conclusion of the contract itself, but prior to departure, and not accepted by the consumer.

In the cases stated above the consumer is alternatively entitled:

- to enjoy an alternative tourist package, without any supplementary price increase and with the reimbursement of any price difference, if the second tourist package has a lower value than the first;
- to the reimbursement of the part of the price already paid. This refund must be made within seven working days from the time of receipt of the refund request.

The consumer must announce his/her decision (to accept the changes/price increase or to withdraw) within and no later than two working days from the time of receipt of the notice of the change or the increase in price. If this announcement is not made within the time limit stated above, the offer made by the organiser shall be considered to have been accepted.

The consumer who withdraws from the contract, for any reason other than in the cases listed in the first paragraph, shall be charged a cancellation penalty to the extent and under the terms established by the organiser. The cancellation terms and relative penalties will be indicated to the consumer prior to the conclusion of the contract for the purchase of the package.

In cases where the organiser has not provided otherwise, or in the absence of indications from the organiser, the amount of the cancellation penalty charged will be determined in accordance with the terms and to the extent set out below:

- 30% of the total package price, in the event of a withdrawal up to 10 days prior to the starting date of the booked service;
- 50% of the total package price, in the event of a withdrawal between 9 to 3 days prior to the starting date of the booked service;
- 100% of the total package price, in the event of a withdrawal within 2 days prior to the starting date of the booked service.

The penalties will be applied in the form of a deduction from the amounts paid by the consumer when purchasing the package, as an advance and/or balance (see packages section, point no. 6).

When concluding the contract, the consumer declares having read and accepted the cancellation terms and conditions indicated by the organiser.

WITHDRAWAL FROM ONLINE SALE

The remote sale of travel packages is regulated by articles 45 *et seq.* of the Consumer Code. The consumer is not entitled to withdraw from the off-premises contract or proposal within the time limits stated in articles 52 to 58 of the Consumer Code, if the service provided by APT falls among those regulated by letter n) of art.59 that includes "the provision of accommodation for non-residential purposes, the transportation of goods, car rental services, catering services or services regarding leisure activities if the contract provides for a date or period of specific performance" as "exceptions to the right of withdrawal".

10. CHANGES AFTER DEPARTURE

If the organiser is unable, for any reason, except those depending on actions of the consumer, to provide an essential part of the services covered in the contract after the departure of the consumer, the organiser must arrange alternative solutions, without any increase in price to be paid by the contracting party and if the services provided have a lower value than those envisaged, to refund any differences.

If no alternative solution is possible, or the solution arranged by the organiser is refused by the consumer for proven and justified reasons, the organiser shall provide, without any increase in price, a means of transport equivalent to the one originally envisaged for returning to the place of departure or to any different place agreed upon, according to the availability of means and places, and shall refund the consumer the difference between the cost of the envisaged services and the cost of those provided up to the time of the early return.

11. SUBSTITUTIONS

The consumer that does not intend or can no longer use the booked package can be substituted by another person provided that:

- a) the organiser is informed thereof at least 4 working days prior to the date fixed for the departure, receiving the general personal details of the transferee;
- b) the transferee meets all the conditions for the benefiting of the service;
- c) the services themselves or other replacement services can be provided following the substitution;
- d) the substitute refunds the organiser all the additional costs incurred to make the substitution, equal to the amount that shall be quantified prior to the transfer.

The transferor and transferee are jointly responsible for the payment of the remaining balance, as well as for the amounts stated in letter d) of this point.

For several types of services, it may be the case that a third-party service provider does not accept the name change of the transferee, even if made within the time limit stated in previous point a). The organiser shall not be held liable for the possible non-acceptance of the change by third-party service providers. This non-acceptance shall in any event be promptly communicated by the organiser to the parties in question prior to departure.

12. OBLIGATIONS OF THE CONSUMER

Foreign citizens are obliged to obtain all the information on Italian health obligations and the documentation necessary to enter Italy. No liability for the non-departure or non-entry to Italy of one or several consumers can be ascribed to the seller or the organiser.

The Consumer is obliged to provide the organiser with all the documents, information and elements in his/her possession that may be useful for the exercising of his/her right of subrogation vis-à-vis third parties liable for any damages.

The consumer is obliged to inform the organiser in writing, at the time of booking, of any special personal requirements that could be the subject of specific agreements on the methods of travel, provided that the latter can be implemented.

13. HOTEL CLASSIFICATION

The official classification of hotels is provided on the official APT website, on its partner websites, in the catalogue or in other information material based on the express and formal instructions of the competent authorities.

14. LIABILITY

The organiser is liable for the damages caused to the consumer due to the total or partial performance of the services due under contract, whether the latter are performed by the organiser or by third-party service providers, unless it can be proven that the event was caused by the consumer (therein including initiatives autonomously undertaken by the latter during the performance of the tourist services) or by circumstances beyond the provision of the services provided for contractually, by unforeseen circumstances, by *force majeure* or by circumstances that the organiser cannot, according to professional diligence, reasonably foresee or resolve.

The seller through whom the tourist package has been booked is not liable under any circumstances for the obligations arising from its capacity as intermediary and in any event shall only be held liable within the limits provided for such liability by the laws in force in these matters.

15. COMPENSATION LIMITS

Compensation for damages to people or other than those to people is regulated by articles 44 and 45 of the Tourism Code and the related limitation periods are regulated by the provisions therein and in any event within the time limits established by International Conventions that regulate services related to tourist packages to which Italy and the European Union are party, as well as by articles 1783 and 1784 of the Italian Civil Code.

16. OBLIGATION TO PROVIDE ASSISTANCE

The organiser is obliged to provide the necessary assistance to the consumer imposed by the standard of professional diligence exclusively in respect of the obligations undertaken in accordance with the law or by contract.

The organiser and the seller are exempted from their respective liabilities (points 13 and 14 of these General Terms and Conditions of Sale) when the non- or improper performance of the contract is attributable to the consumer or is dependent on the unforeseeable or unavoidable actions of a third party or unforeseen circumstances or *force majeure*.

17. COMPLAINTS

Any non-performance of the contract must be challenged by the consumer without delay, under penalty of forfeiture, so that the organiser, or representative or assistant of the latter, can promptly remedy the situation. The consumer must also, under penalty of forfeiture, make a complaint by sending a registered letter with acknowledgement of receipt or a certified email to the organiser or the seller, within and no later than ten working days from the return date from the place of departure.

18. GUARANTEE FUND

The National Guarantee Fund has been set up at the General Management of the Ministry for Productive Activities, which the consumer can contact (pursuant to art.51 of the Tourism Code) in the event of the declared insolvency or bankruptcy of the seller or the organiser to safeguard the following demands:

- a) Refund of the price paid;
- b) Repatriation in the event of a trip abroad.

19. JURISDICTION

Without prejudice to the provisions of art.63 of the Consumer Code, the Court of Trento shall have jurisdiction over any disputes that may arise.

GENERAL TERMS AND CONDITIONS OF SALE CONTRACTS FOR INDIVIDUAL TOURIST SERVICES

1. LEGAL PROVISIONS

Contracts offering only transportation, accommodation or any other separate tourist service that cannot be considered to be the organisation of a trip or a tourist package, are regulated by the following provisions of the C.C.V.: art.1, no. 5 and no.6; articles 17 to 23; and articles 24 to 31, with regard to provisions other than those relating to organisation agreements, as well as all other agreements specifically concerning the sale of the individual service subject of the contract.

2. CONDITIONS OF CONTRACT

The following clauses and general terms and conditions of sale contracts for tourist packages stated in point 5, paragraph 1 above, are also applicable to these conditions: point 6; point 8; point 9; point 10; point 11, paragraph 1; point 12; point 16; and point 18.

The application of the said clauses does not in any way configure the related contracts such as tourist packages. The terminology of the aforesaid clauses regarding the tourist package contract (trip organiser, etc.) must therefore be understood as a reference to the corresponding figures in the sales contracts for individual tourist services (seller, trip, etc.).

3. CANCELLATION CHARGES

The consumer who withdraws from the contract shall be charged a cancellation penalty to the extent and under the terms established by the organiser. The cancellation terms and relative penalties will be indicated to the consumer prior to the conclusion of the contract for the purchase of the service.

In cases where the organiser has not provided otherwise, or in the absence of indications from the organiser, the amount of the cancellation penalty charged will be determined in accordance with the terms and to the extent set out below:

- 30% of the total package price, in the event of a withdrawal up to 10 days prior to the starting date of the booked service;
- 50% of the total package price, in the event of a withdrawal between 9 to 3 days prior to the starting date of the booked service;
- 100% of the total package price, in the event of a withdrawal within 2 days prior to the starting date of the booked service.

The penalties will be applied in the form of a deduction from the amounts paid by the consumer when purchasing the service, as an advance and/or balance (see point 6).

When concluding the contract, the consumer declares having read and accepted the cancellation terms and conditions indicated by the organiser.

4. VISAS AND PERSONAL DOCUMENTS

The validity of all personal documents must be checked carefully. In the event that the trip cannot be made due to the lack and/or irregularity of these documents, there will be no entitlement to any refund.

Non-EU citizens or citizens without an Italian passport are obliged to contact their own Consulate in order to obtain the necessary information.

INFORMATION UNDER ART. 13 ITALIAN LEGISLATIVE DECREE 196/03 and subsequent amendments and additions (personal data protection)

The processing of personal data - the granting of which is necessary for the conclusion and performance of the agreement - is carried out in full compliance with Italian Legislative Decree no.196/2003, in paper and digital format. The data shall only be communicated to the competent authorities, insurance, correspondents and the service providers included in the package or in any event to the parties for which the transmission of the data is necessary in order to conclude the contract and to enjoy the related services. The data can also be communicated to tax, accounting and legal assistants to meet obligations and/or to exercise legal rights.

The client can at any time exercise its rights under art.7 of Italian Legislative Decree no.196/2003, by contacting the Azienda per il Turismo della Val di Fassa Soc. Coop., the data controller.

Further information on the processing of personal data, the contents published on the website www.fassa.com and the use thereof on the part of the users, is available on the following page of the website: <https://www.fassa.com/en/Privacy-policy-and-legal-notes/>.

The contracting party declares that he/she has seen and accepted the terms and conditions of this contract.

Date and place

Signature of the Contracting Party

The contracting party also declares, in accordance with and pursuant to art.1341 *et seq.* of the Italian Civil Code, that he/she accepts the following clauses: 5. Bookings; 6. Payments and Express termination Clause; 7 Price; 8 Amendments or Cancellation of the Tourist Package prior to departure; 9 Withdrawal of the Consumer; 10 Changes after Departure; 11 Substitutions; 12 Obligations of the Consumer; 14 Liability; 15 Compensation Limits; 16 Obligation to provide Assistance; 17 Complaints; 19 Jurisdiction.

Date and place

Signature of the Contracting Party
