

General terms of sale of tour package

The trips submitted in this program are organized by Raduni Sportivi srl (henceforth known as the "organizer") licensee of the Province of Venice: Protocol 2010/68699 of 10/11/2010 and are covered for client liability insurance in accordance with the prevailing insurance laws stipulated with the insurance carrier Europ Assistance Italia SpA, insurance policy number 8417456.

1. Introduction. Definition of a tour package.

Considering that: a) the organizer and seller of the tour package must have administrative authorization to carry out their activities; b) the client has the right to receive a copy of the contract of sale of a tour package (in accordance with Article 85 Consumer Code) which is an indispensable document to access the Guarantee fund pursuant to Article 19 of these general terms of sale. The definition of a tour package (Article 84 Consumer Code) is the following: tour packages are all-inclusive trips, holidays and tours, arising from a predetermined combination of at least two of the following elements, sold or offered for sale at a fixed price and with a length of more than 24 hours, that is which extend for a period of at least one night: a) transport; b) lodging; c) tourist services omitted from transport or lodging services which constitute a significant part of the "tour package".

2. Legislative sources.

The tour package contract sale is regulated both by the present general terms of sale, as well as by the clauses mentioned in the travel documents given to the client. The sale of a tour package, which offers services located in the national territory and/or abroad, will be regulated by Law 27/12/1947 n. 1084 of ratification and implementation of the International Convention relating to a travel contract (CCV) signed at Brussels on 23/04/1970 by reason that it is applicable in addition to Law decree 111/95.

3. Compulsory information – Technical data sheet.

The organizer must include a technical data sheet in the catalogue or in the program.

4. Booking

Booking requests must be compiled utilizing the appropriate contract form, electronic where applicable, compiled in its entirety and signed by the client, who will receive a copy thereof. The booking acceptance is complete, with subsequent contract closure, only once the organizer sends the client confirmation, even by electronic means. Information relating to the tour package which is not included in the contract documentation, in fliers, that is other written communications media, will be provided by the organizer to fulfill the obligations required in accordance with Article 87 clause 2 Consumer Code, before the trip begins. The organizer reserves the right to cancel the trip if the minimum amount of passengers required is not reached, informing the client in writing with at least ten days' advance notice prior to the starting date.

5. Payment.

The amount of down payment to be paid when booking the tour package as well as the balance procedures and other pertinent information is recorded in the flier catalogue. Failure to pay the aforementioned amounts on the target date will result in an express termination clause thus bringing about the termination of this agreement by the organizer. Unjustified delay in payment entails the application of interest on arrears based on the amount of discount rate. The remittance of the amount due the organizer must be equal to the amount of invoices issued without unjustified holding of costs of fees.

6. Price.

The price of the tour package is determined within the contract, referring to what is mentioned in the catalogue or programs not included in the catalogue and any updates to catalogues or programs not included in the catalogue which have taken place at a later stage. The price may vary up to twenty days prior to departure and only on account of variations to: a) transportation costs, including the cost of fuel; b) fees and taxes on certain types of tourist services, such as imposts, landing taxes, disembarkation or embarkation taxes in ports or airports; c) exchange rates applied to the tour package in question.

7. Cancellation

The client may withdraw from the contract, without being subject to any penalty fees, in the following cases: a) price increase, see preceding article 6, in excess of 10%; b) significant alteration of one or more contract elements classified as fundamental to the fruition of the collective tour package provided by the organizer after the conclusion of the selfsame contract, however before the departure, which was not accepted by the client. In the aforementioned cases, the client has, alternatively, the right to: a) make use of another

alternative tour package, without any additional charge or the repayment of the surplus price if the second tour package has a lower price than the first; b) the restitution of the amount already paid. The client must inform the organizer regarding his/her decision (to accept the alternative or withdraw) and no later than two working days after he/she received the notice of increase in price or the alteration. If there is no express communication within the aforementioned time frame, it is understood that the offer made by the organizer has been accepted. In order to organize its trips the organizer assembles a variety of services purchased from contractors. To guarantee that these services are made available from the single contractors, the organizer undertakes specific contract obligations with regards to the contractors. Considering that, due to the combined provisions of articles 1372 and 1373 Civil Code, the right to withdraw is an exception to the general principle of contract enforceability, outside the cases expressly governed by Law decree 111/95, cancellation is solely permitted provided the traveler indemnifies the organizer of costs, expenses and losses which the organizer will incur as a consequence of said cancellation. Therefore, the contract regulations regarding cancellation are the following: a) a client who withdraws from the contract prior to departure, for reasons other than the aforementioned in the first article, will be charged – notwithstanding the down payment, as set out by article 5, subsection 2 – the following cancellation fee: a) 50% of the rate, stay included from 50 to 31 days prior to the date the trip begins; b) 75% of the rate, stay included from 30 to 11 days prior to the date the trip begins; c) 100% of the rate, stay included 10 days prior to the date the trip begins. In the case of cancellations or alterations of the trip or the number of participants requiring public or hired means of transportation, commercial flights, low-cost flights and/or maritime or fluvial voyages, the client shall be charged for the carrier's cancellation fees. No reimbursement shall be accorded, for any tour combination, to clients who do not show up for the departure or who withdraws during the trip itself.

8. Alteration or cancellation prior to departure.

Each alteration and/or variation to the tour packages sales agreement which the client requests to the organizer prior to departure will entail a clerical fee of 20.00 euros for documentation variation. Should the organizer need to alter one or more significant elements of the contact prior to departure, he will immediately inform the client in writing, specifying the type of alteration and the consequent variation in price. If the client does not accept the altered proposal, as set out in subsection 2, the client may exercise his right to recover the amount already paid. The client may exercise the aforementioned rights even when the cancellation is the result of an annulled trip, in the Catalogue or in Programs not included in the catalogue, because the minimum amount of passengers required was not reached, or in cases of force majeure and unforeseeable circumstances, relating to the tour package the client has purchased. Cancellations other than those caused by force majeure, unforeseeable circumstances and when the minimum amount of passengers required was not reached, as well as for those which differ due to the client's failure to accept the alternative tour package offered, the organizer who cancels (pursuant to Article 1496 bis n. 5 Civil Code), shall pay back double of what the client paid and what was paid to the organizer.

9. Alterations after departure.

If, for whatever reason not relating to the client, the organizer is unable to provide, an essential part of the services provided for in the contract, he must arrange for alternative options, at no additional cost to the contracting party. If the services provided are lower in value than the services stipulated, reimburse him/her in the amount of said difference. Should there be no alternative option, that is the option provided by the organizer is refused by the client for serious and justifiable reasons, the organizer shall, at no additional cost, provide the client with a means of transport equal to the one originally offered for the return trip to the place of departure or to a different place which has been agreed upon, depending on the available means and seats, and will reimburse him/her the difference between the cost of the estimated services and the services performed up to the moment of early departure.

10. Substitution.

The renouncing client may cede his booking to a substitute who meets all the required conditions to make use of the service (pursuant to Article 89 Consumer Code), after informing the organizer no later than seven working days prior to departure, and specifying the personal particulars of the grantee (name, surname, date of birth, sex, citizenship). The organizer shall not be held accountable if the new name is not accepted by third party contractors. The grantor and grantee are jointly responsible for the payment of the balance, as well as for any additional expenses resulting from said substitution.

11. Participant obligations.

Participants must have an individual passport or other document valid for all the countries which the itinerary passes through, as well as any required residence visas, transit visas and health certificates. Moreover they must comply with the common sense rules of prudence and diligence as well as the specific rules in force in the countries they will be travelling to, all the information given them by the organizer, as well as the administrative laws and regulations relating to the tour package. Participants will be held liable for all damages the organizer may incur due to their failure to comply with the aforementioned obligations. The participant must give the organizer all the documents, information and elements in his/her possession which are deemed useful to exercise the right of subrogation of the latter with regard to the third parties responsible for the damage, and is liable of the same with regard to the detriment caused to the organizer due to the right of subrogation. The participant must, at the time of booking, give the organizer written notice regarding any special personal needs which may necessitate specific travel method agreements, as long as the organizer is able to implement them.

12. Participating in sports initiatives.

If the tour package includes the client's participation in quality of an athlete, and/or coach, and/or accompanying person to a sports initiative promoted by the organizer, the selfsame client must: a) know and respect the general terms of the sports initiative which he/she participates in; b) be aware of the fact that participating in sports events may place one at risk of injury; c) sign up voluntarily and bear the risks derived from participating in a sports initiative; d) relieve and discharge the organizer, the promoters, the Municipality, the sponsors, the representatives of the aforementioned companies, of any type of complaints or liabilities deriving from the sports initiative he/she takes part in; e) authorize all the aforementioned bodies to utilize photographs, tapes, videos and images, for any legitimate use without remuneration; f) consent to the processing of their personal data in order to send communications and/or advertising material by the organizers and their partners and/or sponsors (the personal data will be processed in accordance with the prevailing laws on the subject of the protection of personal data).

13. Hotel classification.

The official hospitality structure classification is provided in the catalogue or in information packs solely based on the express and formal data received from the competent authorities of the countries which supply the service. In absence of official ratings recognized by the competent National Authorities of the countries, including countries part of the E.U., which the service refers to, the organizer reserves the right to provide, in a catalogue or flyer, his own description of the hospitality structure in order to enable the client to evaluate and consequently accept the same.

14. Liability system.

The organizer is liable for damages caused to the client due to total or partial non-fulfillment of the contractual services due, whether they are performed by him/her personally or by third party contractors, unless he/she can prove that the event was caused by the client (including initiatives which the client undertakes autonomously during the execution of the tourist services) or due to circumstances unrelated to supplying the services provided for in the contract, due to unforeseeable circumstances, force majeure, that is circumstances which the organization could not, in all professional diligence, have reasonably foreseen or resolved. The seller where the tour package was booked is not in any way liable for obligations ensuing from the organization of the trip, but is solely liable for obligations ensuing from his/her role as intermediary and, in any case, within the limits of liability provided for by relative laws and regulations in force.

15. Coverage limit.

The indemnification due for bodily injury may not in any case exceed the limits provided for by international agreements, which Italy and the E.U. take part in, relating to the non-fulfillment of services for which the organization is liable.

16. Obligation to assist.

The organizer must provide the client with safety measures imposed by the criteria of professional diligence solely with regards to his/her obligations according to law or contract. The organizer is discharged of his/her liabilities when the non-fulfillment or inexact fulfillment of the contract is attributed to the client or to unforeseeable or inevitable third party circumstances, that is, unforeseeable circumstances or force majeure.

17. Complaints and claims.

Every failure in the carrying out of the contract must be contested without delay by the client in order that the

organizer may remedy the situation in a timely manner. Moreover, the client may lodge a complaint by means of a registered letter with return receipt, by and no later than ten working days after the date of return to the place of departure.

18. Insurance for cancellation fees.

At the time of booking we recommend you take out special insurance policies, via the organizer's offices, for fees resulting from tour package cancellation, as well as injury and luggage insurance.

19. Guarantee fund.

The General Directorate of Tourism for the Ministry of Productive Activities has instituted a guarantee fund which the client may appeal to (in accordance with Article 21 of Law Decree 111/95), in case of insolvency or bankruptcy declared by the seller or organizer, to see to the following needs: a) reimbursement of the price paid; b) client repatriation in the case of trips abroad. Moreover, the fund must provide immediate means in the case of forced repatriation of tourists from non-EU countries due to emergencies whether they are attributable to the behavior of the organizer or not. The methods of intervention of the Fund are established by a Prime Ministerial decree dated 23/07/99, n. 349 Single Judge n. 249 dated 12/10/1999 (in accordance with Article 21 n.5 Law Decree 111/95).

Addendum – General terms of sale of individual tour services.

A) Legislative provisions. As contracts which provide only transportation and lodging services, that is, any other separate tourist service, may not be configured as negotiable travel organization subject matter, namely a tour package, they are governed by the following provisions of the International Convention on Travel Contracts: Article 1, n. 3 and n. 6; Articles from 17 to 23; Articles from 24 to 31, with regards to provisions differing from those relating to the organization's contract, as well as other agreements which specifically refer to the sale of individual tour services.

B) Terms of contract. Moreover, the following clauses of the aforementioned general terms of sale of tour packages apply to such contracts: Article 4 first paragraph; Article 5; Article 7; Article 8; Article 9; Article 10 first paragraph; Article 11; Article 15; Article 17.

The enforcement of these clauses shall not in any way mean that these contracts may be considered a tour package. The terms of the aforementioned clauses relating to the tour package contract (organizer, trip etc.) are understood to refer to the corresponding roles of the contract of sale of individual tour services (seller, lodging etc.). In the event of dispute, the sole and exclusive competent authority shall be the Court of Venice.

Mandatory notice pursuant to Article 16 of Law 269/98. Italian law punishes crimes inherent with pornography prostitution of minors with imprisonment, even if they are committed abroad. Respect for the rights of minors knows no frontiers.

- TECHNICAL DATA SHEET -

- **Details of the organizer's administrative authorization:** Authorization granted by the Province of Venice: Protocol 2010/68699 of 10/11/2010.
- **Details of the civil liability insurance policy:** Insurance policy Europ Assistance Italia S.p.A. n. 8417456.
- **Validity period of catalogue or program not included in the catalogue or custom made trip:** from 01/04/2019 to 01/10/2020.
- **Requirements and conditions for substitution (Article 85 of Consumer Code).** The renouncing client may cede his booking to another person, so long as: a) he/she informs the organizer no later than 4 working days prior to departure, and specifying the personal particulars of the grantee; b) the substitute meets all the required conditions to make use of the service (pursuant to Article 10 Law Decree 111/95), particularly those relating to passports, visas and health certificates; c) the grantee reimburses the organizer for all the additional expenses incurred to carry out the substitution in the amount calculated prior to the substitution.

The grantor and grantee are jointly responsible for the payment of the balance, as well as for any additional expenses resulting from said substitution referred to in clause c). In the case of certain types of services, the third party service contractor (i.e. air or maritime carriers) do not accept the grantee's change of name, although it takes place within the deadline mentioned in point a). The organizer shall not be held accountable if the new name is not accepted by third party service contractors. Should this occur, the interested parties shall, in a timely manner, inform the organizer prior to departure.