

GENERAL TERMS AND CONDITIONS OF SALE FOR TOURIST PACKAGES DIRECTLY ORGANISED BY: ARCADIA TRAVEL AGENCY TOUR OPERATOR

1) DEFINITION OF TOURIST PACKAGE

Pursuant to Article 34 of the Italian Tourism Code and Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015, tourist packages cover travel, holidays, all-inclusive tours, tourist cruises, resulting from the combination by anyone and in any way of at least two of the elements listed below, sold or offered for sale at a flat rate,

- A) transport;
- B) accommodation;
- C) tourist services not ancillary to transport or accommodation (omissis) which constitute, for the satisfaction of the tourist's recreational needs, a significant part of the "tourist package".

The tourist is entitled to receive a copy of the package tour sales contract (pursuant to Articles 35 and 36 of the Tourism Code). The contract constitutes a title to access the Guarantee Fund referred to in Article 18 below.

2) LEGISLATIVE SOURCES

The package travel contract, whether it concerns services to be provided in Italy or abroad, is governed by Articles 32-51 nonies of Legislative Decree No. 79 of 23 May 2011, as amended by Legislative Decree No. 62 of 21 May 2018 No. 62 (hereinafter the 'Tourism Code'), as well as by the provisions of the Civil Code on transport and mandate, as applicable.

3) PRE-CONTRACTUAL INFORMATION FOR THE CONSUMER

Before concluding the package travel contract, the organiser and the seller shall provide the consumer with the following information, either through the catalogue pages relating to the chosen destination or through a quote or other means of information in the case of non-catalogue travel:

- a) The main characteristics of the tourist services, such as:
 - 1) The destination, itinerary and periods of stay with relative dates and number of nights included;
 - 2) The location and main characteristics and, where applicable, the tourist category of the accommodation in accordance with the regulations of the country of destination;
 - 3) Meals provided, whether included or not;
 - 4) Whether the trip or holiday is suitable for people with reduced mobility will be indicated in the catalogue or will be indicated upon request by the customer.
- b) The trade name of the organiser;
- c) The total price of the package, including taxes and all fees, charges and other additional costs, including any administrative fees;
- d) The payment methods, including any amount to be paid as a deposit and the schedule for payment of the balance;
- e) Information on the optional or compulsory purchase of insurance covering the costs of unilateral withdrawal from the contract by the traveller or the costs of assistance, including repatriation, in the event of accident, illness or death;

f) The details of the cover referred to in Article 47, paragraphs 1, 2 and 3 of the Tourism Code.

4) TECHNICAL DATA SHEET

Technical organisation Arcadia Tour Operator s.r.l.- viale Roma 61, - 47042 Cesenatico.

- Administrative authorisation no. 17493 of 17/12/1984
- Civil liability insurance policy no. 40126578 - UNIPOLSAI Assicurazioni SpA;
- The Arcadia Viaggi Agency has joined the VACANZE GARANTITE consortium guarantee fund set up by the Vacanze Garantite internal consortium, on the basis of the provisions of Legislative Decree no. 62 of 21 May 2018 - Section V - Protection in the event of insolvency or bankruptcy - Art. 47 paragraph 3.

5) RESERVATIONS

The booking request must be made using the appropriate contract form, which may be electronic, completed in full and signed by the customer, who will receive a copy. Bookings are only considered accepted, with the consequent conclusion of the contract, when the organiser sends confirmation, including by electronic means, to the customer at the selling travel agency. Information relating to the tourist package not contained in the contract documents, brochures or other written communications will be provided by the organiser in compliance with the obligations imposed on it by Legislative Decree 111/95 in good time before the start of the trip.

6) PAYMENTS

A deposit of up to 25% of the price of the package tour must be paid at the time of booking or at the time of the binding request. The balance must be paid 30 days before the start of the trip or, if the booking is made within 30 days of departure, at the time of booking. Failure to pay the above amounts on the established dates constitutes an express termination clause that will result in the termination of the contract by the intermediary agency and/or the organiser.

7) PRICE

The price of the package holiday is determined in the contract, with reference to what is indicated in the catalogue or non-catalogue programme and any subsequent updates to the catalogues or non-catalogue programmes or on the organiser's website. It may only be changed as a result of changes in:

- transport costs, including fuel costs;
- fees and taxes on certain types of tourist services such as taxes, landing fees, disembarkation or embarkation fees at ports and airports;
- exchange rates applied to the package in question.

For such changes, reference will be made to the exchange rates and costs mentioned above in force on the date of publication of the programme as stated in the catalogue or on the date stated in any updates mentioned above. The

fluctuations will affect the flat rate price of the tourist package by the percentage expressly indicated in the catalogue or programme outside the catalogue.

8) CONSUMER WITHDRAWAL

The consumer may withdraw from the contract without penalty in the following cases:

- an increase in the price referred to in Article 6 above exceeding 8%;
- significant modification of one or more elements of the contract that can be objectively considered fundamental for the purposes of enjoying the tourist package as a whole, proposed by the organiser after

the conclusion of the contract but before departure and not accepted by the consumer. In the above cases, the consumer is alternatively entitled:

- to take advantage of an alternative tourist package, without any price supplement or with a refund of the price difference, if the second tourist package has a lower value than the first;
- to a refund of only the part of the price already paid.

This refund must be made within 14 working days of receipt of the refund request. The consumer must notify the organiser of their decision (to accept the change or to withdraw) no later than 2 working days after receiving the notice of increase or change. In the absence of express communication within the aforementioned deadline, the proposal made by the organiser shall be deemed accepted. Consumers who withdraw from the contract before departure, except in the cases listed in the first paragraph, will be charged a penalty – regardless of the payment of the deposit referred to in Article 6 – consisting of the individual cost of processing the file or registration fee, insurance premiums and the following percentages of the participation fee, calculated on the basis of how many days before the start of the trip the cancellation took place (the calculation of days does not include the day of withdrawal, which must be communicated one working day before the start of the trip):

- no penalty up to 22 working days before the start of the trip;
- 50% up to 11 working days before the start of the trip;
- 75% up to 3 working days before the start of the trip.

In any case, withdrawal after the 3rd working day prior to departure does not entitle the customer to any refund. No refund is provided for withdrawal caused by the lack or unsuitability of personal documents necessary for expatriation or for obtaining an entry visa for countries that require it.

Some services may be subject to different penalties, which will be communicated at the time of booking.

In the case of pre-established groups, these amounts will be agreed upon each time the contract is signed.

9) MODIFICATION OR CANCELLATION OF THE TOURIST PACKAGE BEFORE DEPARTURE

The organiser may withdraw from the package tour contract and offer the traveller a full refund of the payments made for the package, but is not required to pay additional compensation if: a) the number of persons enrolled in the package is less than the minimum required by the contract and the organiser notifies the traveller of the withdrawal from the contract within the time limit set out in the contract; b) the organiser is unable to perform the contract due to unavoidable and extraordinary circumstances and notifies the consumer of the withdrawal without undue delay before the start of the package.

10) CHANGES AFTER DEPARTURE

If, after departure, the organiser is unable to provide an essential part of the services included in the contract for any reason, except for a fact attributable to the consumer, it must arrange alternative solutions at no extra cost to the consumer and, if the services provided are of lower value than those provided for, reimburse the consumer for the difference. If no alternative solution is possible, or if the solution provided by the organiser is rejected by the consumer for serious and justified reasons, the organiser shall provide, at no extra cost, a means of transport equivalent to the original one

for the return to the place of departure or to any other agreed place, depending on the availability of the means of transport and seats, and shall reimburse the consumer for the difference between the cost of the services provided and the cost of the services performed up to the time of early return.

11) SUBSTITUTIONS

The traveller may, upon prior notice to the organiser, be replaced by another person provided that:

- the organiser is informed in writing at least 7 working days before the date set for departure, receiving at the same time notification of the transferee's details;
- the substitute meets all the conditions for using the service (pursuant to Article 10 of Legislative Decree 111/95) and, in particular, the requirements relating to passports, visas and health certificates;
- the substitute reimburses the organiser for all expenses incurred in making the substitution, to the extent that these will be quantified before the transfer.

The transferor and the transferee are also jointly and severally liable for the payment of the balance of the price and the amounts referred to in letter c) of this article. In relation to certain types of services, a third-party service provider may not accept the change of name of the transferee, even if made within the deadline referred to in point a) above. The organiser shall therefore not be liable for any failure by third-party service providers to accept the change. The organiser shall promptly notify the parties concerned of any such failure to accept the change before departure.

12) PARTICIPANTS' OBLIGATIONS

Participants must be in possession of an individual passport or other document valid for all countries included in the itinerary, as well as any residence and transit visas and health certificates that may be required. They must also comply with the rules of normal prudence and diligence and those specific to the countries of destination, with all information provided to them by the organiser, and with the regulations and administrative or legislative provisions relating to the package tour. The organiser shall not be liable in any way for problems arising from the lack of adequate documentation. Participants will be liable for any damage suffered by the organiser as a result of their failure to comply with the above obligations. The consumer shall also notify the organiser in writing, at the time of booking, of any special personal requests that may be the subject of specific agreements on the travel arrangements, provided that it is possible to implement them.

13) HOTEL CLASSIFICATION

The official classification of hotels is provided in the catalogue or other information material only on the basis of the express and formal indications of the competent authorities of the country in which the service is provided. In the absence of official classifications recognised by the competent public authorities of the countries, including EU member states, to which the service refers, the organiser reserves the right to provide its own description of the accommodation facility in the catalogue or brochure, so as to allow the consumer to evaluate and subsequently accept it.

14) ORGANISER'S LIABILITY

The organiser is liable for damages caused to the consumer due to total or partial failure to perform the services contractually due, whether these are performed by the organiser personally or by third-party service providers, unless the organiser can prove that the event was caused by the consumer (including initiatives taken independently by the latter during the performance of the tourist services) or by circumstances unrelated to the provision of the services provided for in the contract, by unforeseeable circumstances, by force majeure, or by circumstances that the organiser itself could not reasonably foresee or resolve, according to professional diligence. The seller with whom the tourist package was booked is not liable in any way for the obligations arising from the organisation of the trip, but is solely liable for the obligations arising from its role as an intermediary and, in any case, within the limits of such liability provided for by the above-mentioned laws or conventions.

15) LIMITS OF COMPENSATION

Compensation for damage resulting from the failure to perform or the incorrect performance of the services included in the package tour and the related limitation periods are governed by Articles 43-46 of the Tourism Code and, in any case, within the limits established by the International Conventions governing the services included in the package tour, as well as by Articles 1783 and 1784 of the Civil Code, with the exception of personal injury, which is not subject to any pre-established limit.

16) OBLIGATION TO PROVIDE ASSISTANCE

The organiser is required to provide the consumer with assistance measures imposed by the criterion of professional diligence

exclusively in relation to the obligations incumbent upon it by law or contract. The organiser is exempt from liability when the failure to perform or the improper performance of the contract is attributable to the consumer or is due to the unforeseeable or unavoidable actions of a third party, or to unforeseeable circumstances or force majeure.

17) COMPLAINTS AND CLAIMS

Any failure in the performance of the contract must be reported by the consumer during the use of the package so that the organiser, its local representative or the tour leader can remedy it promptly. The consumer may also lodge a complaint by sending a registered letter with acknowledgement of receipt to the organiser or seller no later than ten working days from the date of return to the place of departure.

18) INSURANCE AGAINST CANCELLATION AND REPATRIATION COSTS

If not expressly included in the price, it is possible, and indeed advisable, to take out special insurance policies at the time of booking at the offices of the organiser or seller to cover the costs of cancellation of the package, accidents and luggage. It is also possible to take out an assistance contract to cover repatriation costs in the event of accidents and illness.

19) GUARANTEE FUND

Arcadia Viaggi has joined the VACANZE GARANTITE consortium guarantee fund set up by the Vacanze Garantite internal consortium, on the basis of the provisions of Legislative Decree No. 62 of 21 May 2018 - Section V - Protection in the event of insolvency or bankruptcy - Art. 47 paragraph 3.

20) JURISDICTION

For any disputes that may arise in relation to this contract, the court where the Organisation is based shall have jurisdiction.

ADDENDUM: GENERAL TERMS AND CONDITIONS OF CONTRACT FOR THE SALE OF INDIVIDUAL TOURIST SERVICES

REGULATORY PROVISIONS

Contracts concerning the provision of transport, accommodation or any other separate tourist service, which cannot be considered as travel arrangements or tourist packages, do not benefit from the protections provided for by European Directive 2015/2302.

This publication has been drawn up in accordance with the provisions of Emilia Romagna Regional Law No. 7 of 31 March 2003.

'Italian law punishes offences relating to prostitution or child pornography with imprisonment, even if they are committed abroad.'