

GENERAL CONDITIONS OF THE CONTRACT OF THE SALE OF TOURIST PACKAGES

The website www.visitvalsugana.it ("Site") hosts a technological platform ("Platform"), conceived and developed by "Feratel media technologies AG -6020 Innsbruck, Maria-Theresien-Straße 8" and managed by the Valsugana Tourist Board Soc. Coop., with registered office in Viale Vittorio Emanuele III, 3 - Levico Terme, enlisted in the Business Register of Trento, with VAT number / CF 02043090220, REA: TN 196528, telephone +39 0461 727700, Certified email aptvalsugana@pec.cooperazionetrentina.it (APT Valsugana). The Site connects third party suppliers ("Third Party Sellers") and buyers, for the purpose of online sale of tourist services ("MarketPlace"). Within the MarketPlace, Third Party Suppliers can also offer and sell their services and close the relevant purchase contracts with Users.

On the Site, users can therefore purchase services sold by both APT Valsugana and by Third Party Suppliers. The Site always clearly indicates whether the service is sold by APT Valsugana or by a Third-Party Supplier. Società Cooperativa Culture, is just the Platform's supplier and technical manager, hence it is not a party of the sales contract between the User and the Third Party Supplier, which is concluded exclusively between the Third Party Seller and the User under the terms and conditions set out in the Contract's applicable General Terms and Conditions.

Through the Site, Users can also purchase products and/or services offered for sale on other sites on which APT Valsugana operates as a provider of the registration and sales service (Sites powered by APT Valsugana). Below are the **general conditions of sale of APT Valsugana, i.e. the general conditions of sale applicable to the services specifically indicated on the Site as sold by APT Valsugana** and to the services offered for sale on the Sites powered by APT Valsugana, in the event that the contract for the purchase of such services is concluded through the Site.

The General Conditions of Sale of each Third Party Supplier are made available in each service's file, which can be accessed by clicking on the link shown in the summary of purchases at each stage of the purchase process or on www.visitvalsugana.it/en/gcs/

GENERAL PROVISIONS

1. General provisions, legislative sources

- 1.1 The User can access the GTCs during the booking process. They are also published in full on the www.visitvalsugana.it website.
- 1.2 The sale of tourist packages is governed by the Tourism Code, specifically by articles 32 to 51-novies as amended by Legislative Decree no. 62 of 21 May 2018, transposing and implementing EU Directive 2015/2302 as well as by the provisions of the civil code on transport and mandate, as applicable.
- 1.3 The description of the tourist package on-line and/or on paper, or in the separate travel programme, as well as the booking confirmation of the services requested by the traveller, constitute an integral part of the travel contract as well as the following general conditions.
- 1.4 It shall be sent by the tour operator to the traveller or to the travel agency, as the agent of the traveller and the latter will have the right to receive it from the travel agency. In signing the offer for the purchase and sale of a tourist package, the Traveller expressly declares to have understood and accepted, individually and on behalf of the subjects for whom he requests the all-inclusive service, both the travel contract as governed by the offer and the warnings therein contained, and these general conditions.

2. Notions

- 2.1 A "tourist package" is the combination of at least two different types of tourist services, such as
 - 2.1.1 the transportation of passengers;

- 2.1.2 accommodation that is not an integral part of the transportation of passengers and is not intended for residential purposes or for long-term language courses;
- 2.1.3 the hiring of cars, other vehicles or motorcycles requiring a category A driving licence;
- 2.1.4 any other tourist service which is not an integral part of one of the tourist services listed under (1), (2) and (3) and is not a financial or insurance service for the purposes of the above mentioned journey or holiday, as long as at least one of the following conditions is met:
 - 2.1.4.1 the said services are put together by one Professional, also upon the Traveller's request or in compliance with one of their selections before a single contract for all the services is concluded;
 - 2.1.4.2 these services, even if concluded with separate contracts with individual suppliers, are:
 - a) purchased from one point of sale or selected before the Traveller consents to payment;
 - b) offered, sold, or invoiced at a flat or global price;
 - c) advertised or sold under the name "package" or similar name;
 - d) put together after the conclusion of a contract with which the Professional allows the Traveller to choose between a selection of different types of tourist services, or purchased from distinct professionals through online booking processes where the name of the Traveller, the details of the payment and the e-mail address are sent by the Professional with whom the first contract has been concluded to one or more professionals and the contract of the latter professional(s) is concluded within 24 hours after confirmation of the booking of the first tourist service at the latest.
- 2.1.5 A "combined tourist service" is understood to be the combination of at least two different types of tourist services purchased for the purpose of the same trip or vacation, which do not constitute a package, and which involve the conclusion of separate contracts with individual tourist service providers, if a professional alternatively facilitates:
 - a) at the time of a single visit or a single contract with your point of sale, the separate selection and separate payment of each tourist service by travellers;
 - b) the targeted purchase of at least one additional tourist service from another professional when such purchase is concluded within 24 hours from the time of confirmation of the booking of a first tourist service.
- 2.2 The organizer and the seller of the tourist package, chosen by the traveller must be authorized to carry out their respective activities based on the current legislation, including regional or municipal ones, given the specific competence.
- 2.3 Before the conclusion of the contract, the Organizer and the intermediary inform third parties of the details of the insurance policy to cover the risks deriving from professional civil liability, as well as the details of the guarantee against the risks of insolvency or bankruptcy of the organizer and of the intermediary, each to the extent of their competence, for the purposes of returning the paid sums or transporting the traveller back to the place of departure if the tourist package includes the transport service.
- 2.4 Pursuant to art. 18, paragraph VI, of the Tourist Code, the use of words for business name or trading name purposes: "travel agency", "tourism agency", "tour operator", "travel mediator" or other words and phrases, even in a foreign language, of a similar nature, is allowed only to the qualified companies referred to in the first paragraph.

3. Subject

These GTCs govern the online access and use of the website by the User through APT Valsugana sc, for the conclusion of telematic contracts concerning tourist packages and the service booked at hotel and non-hotel accommodation facilities and Activities located in the area covered by the Valsugana Tourist Board, **specifically indicated as sold by the Valsugana Tourist Board sc.**

For everything regarding bookings of accommodation-only services offered for sale by Third Party Suppliers, please refer to the specific general conditions of sale reported during the booking process and also visible at this link <https://www.visitvalsugana.it/it/cgv/> "GENERAL CONDITIONS OF SALE BETWEEN HOSPITALITY OPERATOR/USER".

4. Definitions

For the purposes of applying these GTCs, the expressions conventionally indicated below with capital letters and in bold (whether in the singular or plural) have the following meanings:

- 4.1 **User** is the one who accesses the website also to conclude booking contracts or to send booking requests for Tourist Packages or at accommodation facilities or extra-accommodation activities located in the Valsugana and Lagorai district.
- 4.2 **Consumer** is the natural person who uses the website for purposes unrelated to the entrepreneurial, commercial, craft or professional activity, possibly carried out.
- 4.3 **Tourist package** pursuant to Legislative Decree 62 of 21 May 2018 is the combination of at least two different types of tourist services for the purpose of a trip or vacation, if at least one of the following conditions is met (see notions point 2.1)
- 4.4 **Receptive Operator** is the Tourist Operator of the hotel and non-hotel accommodation sector located in the tourism sector, who accesses the website by signing a specific contract with APT Valsugana.
- 4.5 **Extra-Receptive Operator** is the Tourist Operator of the extra-receptive sector in the tourism sector, who accesses the Platform by signing a specific contract with APT Valsugana.
- 4.6 **Facility** is the accommodation facility, managed by the Hospitality Operator and bookable through the Platform.
- 4.7 **Activity** is an extra-receptive activity, managed by the Extra-receptive Operator and bookable through the Platform.
- 4.8 **Platform** is the software used for the technical management of bookings and requests for Tourist Packages and services provided by hotel and non-hotel accommodation facilities including private apartments, campsites, and mountain refuges and by Extra-Receptive Operators. The Platform is conceived, developed, and provided by Feratel media technologies AG -6020 Innsbruck · Maria-Theresien-Straße 8. The Platform may be supported both on the website and on Related Sites and Partner Sites
- 4.9 **APT Valsugana sc (APT)** is the company located in Levico Terme in Viale Vittorio Emanuele III, 3 - VAT number and enlisted in the Business Register under the no. 02043090220, which operates for the promotion and marketing of the Structures and Activities in the tourism sector.
- 4.10 **Site** is the domain www.visitvalsugana.it and it is the site used by APT Valsugana sc and which hosts the Platform.
- 4.11 **Related Sites and Partner Sites** are all information and promotional sites for the tourism offer in the Valsugana - Lagorai area, respectively managed by APT Valsugana or which, although not managed by APT Valsugana, host the "Booking" box / widget of the Platform in relation to specific promotional marketing initiatives.
- 4.12 **Area/District** is the area that includes the tourism area referring to the APT Valsugana sc (Alta Valsugana, Bassa Valsugana and Tesino).
- 4.13 **Information** is understood to be the information and materials relating to hotel and non-hotel accommodation facilities, activities and tourist packages that can be booked on the website www.visitvalsugana.it and on the Related Sites and Partner Sites, published by them directly (or in any case provided by them in case of publication by third parties) and concerning the description of the Structure and the Activities, including its characteristics, the services made available, the availability of rooms/accommodation, prices and offers, images (including photos/video/audio-video) and any further and different information or image published and disseminated by Receptive Operators and Extra Receptive Operators.
- 4.14 **Web Client** is an administration tool available to the Receptive Operator and the Extra Receptive Operator to insert and update their technical data files which contains information regarding their Facility or their Business.

- 4.15 **Expert Client** is the platform administration tool managed by APT Valsugana
- 4.16 **Booking Centre** is the employee of the APT who acts on behalf of the User (for example by telephone request or by email) to book through the Platform, in the specific Expert Client window.
- 4.17 **Booking** is any order relating to the tourist service in the form of a tourist package or of a receptive and extra-receptive nature, selected or requested by the User through the "Booking" box / widget on the Platform.
- 4.18 **Booking Confirmation** is the electronic communication (e-mail) confirming the requested service that the Platform automatically generates and sends to the User and to the Receptive or Extra Receptive Operator chosen by them.
- 4.19 **Cancellation Policy** are the conditions of cancellation of the Booking.
- 4.20 **No show** is the failure of the User to show up at the Facility or the booked Activity, without a regular prior cancellation in compliance with the provisions contained in these GTC or in the applicable Cancellation Policy.
- 4.21 **Overbooking**: a situation that occurs when the accommodation or business accepts more bookings than available seats/services.

5. Features of the Platform and role of APT Valsugana soc coop for the sale of holiday packages and tourist services

- 5.1 The APT Valsugana company has entered into a Framework Agreement with the operators in the area adhering to the Company, by virtue of which it has undertaken to have the Platform accessed and used upon the conclusion of specific contracts.
- 5.2 The APT Valsugana company makes the Platform available to Receptive Operators and Extra Receptive Operators, as well as to the User, to facilitate the matching of supply and demand within the area of reference.
- 5.3 In particular, the Platform is made available to allow Users to make bookings or requests for tourist packages and tourist services of a receptive and extra-receptive nature
- 5.4 APT Valsugana is responsible for the purchase of holiday packages and services **specifically indicated as sold by APT Valsugana sc** as it operates as a travel agency and for which these general terms and conditions apply. APT Valsugana manages only the mere technical-operational profile of the other operations in point 5.3, as this is not part of the contract between the User and the Hospitality Operator and the Extra-Receptive Operator (for which the conditions between the receptive operator and the user therefore apply).

6. Contract and related methods of conclusion through the Platform for holiday packages and tourist services

- 6.1 By means of the Platform, the User directly concludes a contract with APT Valsugana sc concerning the booking and supply of accommodation and/or other service and pays for it.
- 6.2 The booking regarding tourist packages, the tourist service of a receptive or extra-receptive nature identified by the User on the Platform, is followed by a confirmation message (e-mail) by APT Valsugana sc - sent automatically and on behalf of the same APT, of the selected Structure or Activity - to the User and the Accommodation Operator or the Extra Receptive Operator summarizing the booking conditions relating to the Package, the Structure or the Activity itself.
- 6.3 In particular, in addition to the summary of the general and particular conditions applicable to the contract, the confirmation message contains, also pursuant to the provisions of art. 13 of Legislative Decree 70/2003, the information relating to the essential characteristics of the booked service, the indication of the price, the means of payment, as well as any amounts requested as a confirmatory deposit.
- 6.4 APT Valsugana has the right to require the User to pay a deposit to guarantee the booking in accordance with the following articles 7 and 8 or the full payment of the holiday package, stay or service to be booked. In the latter case, where the service does not foresee a refund of the prepaid amount ("not refundable"), the amount paid will not be refunded in case of cancellation.

- 6.5 At the end of the booking process, APT Valsugana, the Receptive Operator or the Extra-Receptive Operator is directly bound towards the User to provide the booked tourist service and the User is bound towards the Receptive Operator or the Extra-Receptive Operator according to the specifications reported in the confirmation e-mail.
- 6.6 The booking of a package, an accommodation facility or an activity through the Platform can also take place at authorized tourist offices with the support of an operator (booking centre)
- 6.7 The operators of the tourist offices will not provide any advice. They will make the Platform available to the User or will make the booking on the User's behalf.
- 6.8 The order of presentation of the facilities or activities that can be booked on the Platform is random and does not any classification or quality criteria. The selected facilities are listed as a result of the search, carried out by the User directly (or by the Operators of the tourist offices) when using Platform, based on the following parameters: location, period, length of stay, number of accommodations requested, number of participants, chosen activity and any filter relating to the services requested.
- 6.9 The User acknowledges that APT Valsugana has the right, autonomously and on its sole responsibility, to manage this classification under particular circumstances (events, promotions, etc.), and to modify the order of presentation of the structures and activities, which can be booked on the Platform.

7. Descriptive and booking data

- 7.1 The information regarding the service to be booked are contained in the notes and in the details of the offer, which can be accessed and read by the User before concluding the booking process.
- 7.2 Descriptive data means Information concerning tourist packages, accommodation facilities and activities that can be booked on the Platform, regarding the description of the Facility and the Activity, including its characteristics, the available services, the images (including photos/video/audio-video) and any further and different information or image published or disseminated by the Facilities or during the Activities. The booking data, on the other hand, relate to the availability of rooms/accommodation, prices, offers, etc.
- 7.3 All the information regarding the content of the holiday packages are entered on the Platform by APT Valsugana, while the information concerning the Facilities and Activities is published on the Platform directly and independently by the Accommodation Operators or by the Extra Receptive Operators or, in case of delegation, by APT Valsugana or by specifically appointed third parties.
- 7.4 As for the information entered directly by the hospitality and extra-receptive operators, the Platform limits itself to making the Information visible "as it is" and "as available". APT Valsugana does not carry out any further control on the content.
- 7.5 APT Valsugana does not exercise and cannot exercise and does not ensure any verification of the Information and materials published by the Facilities directly or through persons in charge and therefore does not in any way guarantee and is not liable for any damage or loss suffered by the User, where such damage or loss are connected or dependent on such information, in case this information is incorrect, inaccurate or incomplete.

8. Payment by credit card for holiday packages and tourist services

- 8.1 When booking Holiday Packages and/or individual services offered by APT Valsugana, the User will be required to make the total or partial payment of the Holiday Package booked or the services booked by credit card (Credit cards accepted for payment are clearly indicated at the time of booking), bank transfer or at the User's choice.
- 8.2 If payment is made by bank transfer, the contract is definitively stipulated upon receipt of the transfer to the bank account indicated, within the date specified on the booking confirmation.
- 8.3 If the payment is made using a credit card, during the booking process the User will be asked to enter the credit card details directly on the Platform for online transactions or to transmit them to the operators of the tourist offices in the case the Platform is used by the booking operators, in a manner designed to preserve the confidentiality and protection of the data provided.

- 8.4 The acceptance of these GTC is valid as a prior authorization for the Credit Institution to use the data entered by the User in case a penalty is applied.
- 8.5 The data submitted by the User are managed by computer systems that comply with the PCI DSS (Payment Card Industry Data Security Standard) standards). All operations take place through connections protected by SSL (Security Socket Layer) protection codes and https (http secure) protocol.
- 8.6 Nevertheless, APT Valsugana sc assumes no responsibility for the possibility of scam, fraud or abuse by third parties of the credit card data collected during the booking phase, provided that this is not linked to acts or facts which may be ascribable to wilful misconduct or gross negligence of APT Valsugana.

9. Guarantees - the confirmation deposit by credit card or bank transfer for holiday packages and tourist services

- 9.1 APT Valsugana has the right to request, as a guarantee for the reservation of its structure or business, the payment by the User of a sum of money as a deposit pursuant to Article 1385 of the Italian Civil Code and of any down payment on the due balance.
- 9.2 This deposit represents a percentage of the total of the holiday package or service booked, calculated on the basis of the measure communicated to the User who provides for the payment using the same by credit card or by bank transfer.
- 9.3 The deposit - once actually paid - is retained (also) as a deposit on the price of the stay.
- 9.4 If, once the confirmation deposit has been provided, the User is in default, APT Valsugana can withdraw from the contract and keep the paid deposit; if APT Valsugana is in default, the User can withdraw from the contract and demand double the paid amount in accordance with this article.
- 9.5 By choosing to proceed with the payment of the deposit by credit card and providing the relative data during the booking process, the User gives a mandate to APT Valsugana to withhold the amount established as a confirmatory deposit, by charging it to the card. It is understood that in case of refusal of the debit operation, APT Valsugana sc will be free to withdraw from the booking without any liability.

10. Beginning and end of the holiday package

- 10.1 The User is entitled to use the accommodation services booked starting from 3:00 pm on the day of arrival, unless otherwise explicitly specified.
- 10.2 The booked accommodation services must cease by 10:00 am on the day of departure, unless otherwise explicitly specified.
- 10.3 If the Guest does not vacate the accommodation by 10:00 am on the day of departure or in any case within the established time, APT Valsugana has the right to apply a supplement for late check out.
- 10.4 In case of early departure of the User, APT Valsugana / the Accommodation Operator has the right to require the total amount due for the entire booked stay and is also allowed, as far as possible, to relocate the unused units.

11. Withdrawal and Cancellation of the reservation - No Show

- 11.1 In application of art. 55 paragraph 1 letter b) of Legislative Decree no. 206 of 06/09/2005 (Italian Consumer Code), the right of withdrawal provided for by article 64 of the Consumer Code does not apply to contracts for the supply of services relating to accommodation.
- 11.2 As far as the cancellation of the booking by the User is concerned, these GTCs as detailed in article 11 are applied. If other cancellation conditions are provided by the individual Accommodation Operator, they will be applied, bearing in mind what is established in the previous article 1.
- 11.3 The User willing to cancel a booking made through the Platform under the free cancellation conditions can do so independently using the link contained in the "guest portal" booking confirmation email. On the other hand, if the User is willing to cancel a reservation made through

the Platform under the NON-free cancellation regime, he must give written notice by e-mail to the address booking@visitvalsugana.it

- 11.4 Without prejudice to the provision of different terms by the Receptive and Extra Receptive Operator (in which case the latter will be applied), the conditions set out in Article 12 will apply to cancellation.
- 11.5 The refund will be made within 30 days from the date of the necessary transfer of the amount, as established in accordance with the previous paragraph.
- 11.6 If the Users cancels after the established deadline or does not cancel the booking at all (so-called No Show), APT Valsugana may apply the penalties detailed in Article 11 without prejudice to the provision of different terms established by the Receptive and Extra Receptive Operator (in which case the latter will be applied)
- 11.7 If the User does not show up at the booked facility by 6:00 pm on the foreseen day this will be considered a No Show, unless otherwise agreed.
- 11.8 Any modification by the User regarding the duration of the stay already booked and / or the reduction of the number of reserved accommodations, must be agreed directly with APT Valsugana, without prejudice to the latter's right to enforce the provisions of this article where applicable.

12. Management of payments and cancellations APT Valsugana for Holiday Packages and tourist services specifically indicated as sold by APT Valsugana sc

- 12.1 If not expressly indicated, specific cancellation policies will be applied to the generic ones of the locations listed in the table below. In this case, the payment will also be managed directly by APT Valsugana.

Holiday packages

Deposit upon booking: 30% of the costs of the total stay

Balance: within 30 days from the day of arrival

Cancellation policy:

- free cancellation within 30 days from the day of arrival (refund of the deposit net of expenses duly reported)
- for cancellations starting from the 29th day from the day of arrival or in case of no show: the entire amount paid will be retained as a penalty

Holiday packages defined as "low cost white weeks" and similar

Deposit upon booking: 50% of the costs of the total stay

Balance: within 30 days from the day of arrival

Cancellation policy:

- free cancellation within 30 days from the day of arrival (refund of the amount paid net of duly reported expenses)
- for cancellations starting from the 29th day from the day of arrival or in case of no show: the entire amount paid will be retained as a penalty

Cancellation policy - COVID19 emergency for the "white weeks / low cost white week" package customers who are required to respect travel restrictions due to Covid-19 emergency or who are in quarantine for Covid-19 will receive a 100% refund or voucher of the paid amount (excluding transaction fees) without time limits (a suitable declaration must be provided that certify the quarantine or the ban on leaving the region or province).

If the accommodation cannot meet the agreed conditions due to the Covid-19 emergency, only the amount paid by the customer must be refunded (excluding transaction fees)

Tourism services

Deposit upon booking / balance: 100% of the amount

Cancellation policy:

- free cancellation within 24 hours from the day of the activity (refund of the amount paid net of duly reported expenses)
- for cancellations from 24 hours from the day of the activity or in case of no show: the entire amount paid will be retained as a penalty

MANDATORY NOTICE PURSUANT TO ARTICLE 17 OF LAW 38/2006.

"The Italian law punishes crimes regarding prostitution and child pornography, even if committed abroad".

TECHNICAL ORGANIZATION OF HOLIDAY PACKAGES specifically indicated as sold by
APT Valsugana sc

Tour operator: APT Valsugana, Viale Vittorio Emanuele III, 3, 38056 Levico Terme (TN)

Assicurazione di viaggio: UnipolSai Assicurazioni SpA, Via Stalingrado, 45, 40128 Bologna (BO)