

General terms and conditions of “Italy is a gold mine” an Aemme Viaggi srl brand name.

01 - Legislative Sources

The sale of tourist packages is governed by the Tourism Code (art.32-51-novies) as amended by Italian Legislative Decree no. 62 of 21/05/2018 implementing the EU directive 2015/2302 and its subsequent amendments, and by the provisions of the Italian Civil Code on transport and mandate, as applicable.

02 - Administrative Arrangements

The organiser and the intermediary of the tourist package, to which the traveller applies, must be qualified to exercise their respective activities according to current legislations, including regional or municipal, according to their respective competences.

Before the conclusion of the contract, the Organiser and the intermediary make known to third parties the insurance policy for the coverage of risks deriving from professional civil liability. Additionally, they also need to inform third parties about other optional or compulsory insurance policies, to cover travellers from events which may affect the performance of the holiday. These include trip cancellation, medical expense coverage, early returns, loss or damage to luggage, as well as the details of the guarantee against risks of insolvency or bankruptcy of the organiser and intermediary. Each within its competence, for the purpose of returning the paid sum or to take the traveller back to the place of departure, in cases where transport service is included in the the tourist package.

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.

03 - Definitions

In the tourist package sale contract the following is understood to mean:

- a) professional: any natural or legal public or private person who, in the context of their commercial, industrial, craft or professional activity in organised tourism contracts, also acts, through another person acting on their behalf or on their account, as an organiser, seller, professional facilitating related tourist services or tourism service provider, in accordance with the legislation referred to in the Tourism Code;
- b) organiser: a professional who combines packages and sells them or offers them for sale directly or through or together with another professional, or the professional who transmits data relating to the traveller to another professional;
- c) seller: the professional, other than the organiser, who sells or offers for-sale packages combined by an organiser;
- d) traveller: anyone who intends to conclude a contract, or stipulates a contract, or is authorised to travel on the basis of a contract concluded, within the scope of the law on organised tourism contracts;
- e) establishment: the establishment defined by article 8, letter e), of Italian Legislative Decree 26 March 2010, no. 59;
- f) durable support: any tool which allows the traveller or professional to store the information which is personally addressed to them in order to access it in the future for a period of time appropriate to the purpose for which it is intended and which allows the identical reproduction of the information stored;
- g) unavoidable and extraordinary circumstances: situations outside the control of the party who invokes such a situation and whose consequences would not have been avoided, even by putting in place all the reasonable measures;
- h) lack of conformity: a non-fulfilment of the tourist services included in a package;
- i) point of sale: any premises, mobile or immovable, used for retail sale or website retail or similar online sales tools, even if retail websites or online sales tools are presented to travellers as a single tool, including telephone service;

l) repatriation: the return of the traveller to the place of departure or to another place agreed by the contracting parties;

m) where used in the contract, the term 'traveller' can also be used to identify the 'contractor', even if a person different from the actual user of the trip, i.e. the subject who assumes the obligations inherent in and consequent to the signing of the contract, even in the name of and on behalf of third parties.

04 - Basics of Tourist Packages

The tourist package is the combination of at least two different types of tourist services, such as: 1. passenger transport; 2. accommodation which is not an integral part of passenger transport and is not intended for residential purposes or for long-term language courses; 3. car rental, other vehicles or motor vehicles requiring a category A driving licence; 4. any other tourist service which does not form an integral part of one of the tourist services referred to in numbers 1), 2) or 3), and is not a financial or insurance service, for the purposes of the same trip or holiday, if at least one of the following conditions is verified:

- 1) these services are combined by a single professional, even at the request of the traveller or in accordance with their selection, before a single contract is concluded for all services;
- 2) these services, even if concluded with separate contracts with individual suppliers, are:
 - 2.1) purchased at a single point of sale and selected before the traveller consents to payment;
 - 2.2) offered, sold or billed at a flat or global price;
 - 2.3) advertised or sold under the designation "package" or similar name;
 - 2.4) combined after the conclusion of a contract with which the trader allows the traveller to choose between a selection of different types of tourist services or services purchased from different professionals.

05 - Single Services

Contracts relating to the offer of only the transport service, only the service of stay, or any other separate tourist service, cannot be configured as a case of negotiation of travel arrangements or tourist packages, do not enjoy the protections provided in favour of travellers by Italian Legislative Decree 62/2018 (which has implemented the EU Directive 2015/2302).

On the other hand, the other general conditions of sale set forth herein are applicable without setting up, in any case, a type of tourist package.

These are not package tours, therefore the combinations of travel services under Art. 33 par. 2 of Italian Legislative Decree no. 62/2018 are considered single services.

06 - Booking and Payment

To book a tour we require to fill in and mail **the booking form.**

Any bookings has to be confirmed by an advanced payment of the 30% of the total cost of the holiday. The balance has to be paid four weeks before the arrival.

Failure to pay the aforementioned sums by the set dates constitutes a termination clause which legitimizes Aemme Viaggi to terminate the contract by right.

We suggest to purchase an insurance that covers the penalty fees for a cancellation made by the participant.

The cost is 5,5% of the total amount due.

Aemme Viaggi srl

Cassa Rurale di Fiemme-Via Garibaldi

38037 Predazzo

ABI 08184

CAB 35280

CIN N

IBAN: IT39N0818435280000000001663

BIC CCRTIT2T50A

07 - Cancellations terms – Interruption of Holidays

In case of cancellation of the travel contract, the following fees in addition to expenses incurred by the cancellation of services will apply:

- | | |
|--|---------------------------------|
| • Until 45 days prior to arrival date | 15% with a minimum of eur 50,00 |
| • from 44- 28 days prior to arrival date | 35% |
| • from 27 -11 days prior to arrival date | 50% |
| • from 10 - to arrival day | 100% |

In case the holiday is interrupted, there will be no reimbursement, unless the group is able to present a specific declaration by the hotel management or other provider of the reserved services that allow the refund, for services not used. This procedure must be followed without fail and the organizing agency will reimburse only the amount authorized by the hotel, after having detracted any applicable agency fees.

08 - Reduction of the Number of Participants (No Shows)

The number of participants must be communicated with the utmost precision. Significant decreases relative to the number of participants can determine tariff and performance adjustments. Furthermore, a lack of arrivals with respect to the last rooming list transmitted could determine the application of the “no show” penalty (up to 100%).

09 - Withdrawal from Contract without Penalties

Buyers of the tourist package have the right to withdraw from the contract without incurring penalties of any kind in the following circumstances:

- An increase in the price of the holiday booked by more than 8%;
- in the event of unavoidable and extraordinary circumstances (art.3 c. G) the traveler has the right to withdraw from the contract, before the start of the package, without paying the costs of withdrawal, and to fully refund the payments made for the package, but not to additional fees;
- significant changes to one or more elements of the contract, objectively configurable as fundamental for the use of the package as a whole, considered and proposed by the organizer after the conclusion of the contract but before departure and which are not accepted by the traveler.

With reference to this, it is specified that the contractor must inform Aemme Viaggi in writing of his decision to accept or withdraw from the contract within 2 (two) working days from receipt of the proposed modification.

In the event of withdrawal, the policyholder will be entitled to a refund of the sums already paid or, alternatively, to the offer of another holiday of the same quality. Aemme Viaggi srl may withdraw from the tourist package contract and offer the traveler full refund of the payments made for the package, but is not required to pay additional compensation if:

- the number of people enrolled in the package is lower than the minimum specified in the contract and the organizer communicates the withdrawal from the contract to the traveler within the deadline set by the contract. All this no later than twenty days before the start of the package in the case of trips lasting more than six days, seven days before the start of the package for trips from two to six days, forty-eight hours before the start of the package in the case of trips lasting less than two days;
- Aemme Viaggi srl is unable to execute the contract due to unavoidable and extraordinary circumstances and informs the traveler of the withdrawal from the contract without undue delay before the start of the package.

In the aforementioned cases, the termination of functional contracts stipulated with third parties is determined.

10 - Variations

Aemme Viaggi shall have the right to substitute hotels and/or localities with others of similar characteristics should this be made necessary by unforeseen circumstances. Pursuant to Art. 7 of these General Conditions, contracting party must notify Aemme Viaggi in writing of their choice (whether to accept the proposed change or to withdraw from the contract) no later than 2 (two) working days after the receipt of the proposal. If the tourist refuses the proposed modification, he/she may withdraw from the contract without paying a penalty, and has the rights envisaged in Art. 40 of the Tourism Code.

11 - Complaints

Any failure in the performance of the contract must be challenged by the traveller during the trip by means of timely submission of a complaint, so that the organiser, their local representative or the accompanying person can verify the merit of what the traveller claims.

The traveller must also - under penalty of forfeiture - file a complaint by sending a registered letter to the organiser or via registered email to aemmeviaggi@pec.unione.tn.it with acknowledgement of receipt, no later than ten working days from the date of return to the point of departure. It should also be noted that the sports and recreational facilities, such as the swimming pool, the disco, the market, entertainment, the miniclub, sports courses and similar, may not be available, if poor weather conditions or the low number of guests do not justify their operation, nor can a refund be claimed for such non-availability.

12 - Obligation of Participants

In addition to the obligation to promptly report a lack of conformity, as required by art. 11 paragraph 2, travelers must comply with the following obligations:

1. Minors must be in possession of a valid personal document before going abroad. As for travel abroad for children under 14 and for those for whom the authorization issued by the judicial authority is required, it is important to respect the requirements indicated on the website of the State Police <http://www.poliziadistato.it/article/191>.

2. Foreign citizens must obtain the corresponding information through their diplomatic representations in Italy and / or the respective official government information channels. In the absence of such verification, no responsibility for the non-departure of one or more travelers can be attributed to the intermediary or the organizer.

3. in any case, travelers must inform the intermediary and the organizer of their citizenship at the time of booking the tourist package or tourist service and, at the time of departure, they must definitively verify that they are in possession of vaccination certificates, of the individual passport and any other document valid for all countries involved in the itinerary, as well as residence visas, transit visas and health certificates that may be required.

4. Travelers must also comply with the rules of normal care and diligence and with the specific rules in force in the countries of destination, with all the information provided to them by the organizer, as well as with the regulatory, administrative or legislative provisions on tourism.

Travelers are responsible for any damage, including the expenses necessary for their repatriation, that the organizer and / or the intermediary should suffer due to failure to comply with the above obligations.

5. the traveler is required to provide the organizer with all the documents, information and elements useful for exercising the right of subrogation of the latter against third parties responsible for the damage and is liable to the organizer for the damage caused by the right of subrogation.

6. the traveler will also communicate in writing to the organizer, at the time of the proposal to purchase the tourist package, and therefore before sending the booking confirmation of the services offered by the organizer, the specific personal requests that may be the subject of specific agreements in the matter of travel organization, provided that it is possible to implement them and in any case subject them to a specific agreement between the traveler and the Organizer.

The traveler is always required to inform the Seller and the Organizer of any special needs or conditions (pregnancy, food intolerances, disabilities, etc.) and to specify the request for the related personalized services.

Furthermore, the traveler is responsible for the correct and timely payment of the sum due to Aemme Viaggi srl for the tourist services booked / purchased by it. In case of non-payment, Aemme Viaggi srl. will have the right to withdraw from the travel contract in accordance with the law, by sending a simple written communication to the customer.

13 - Prices

All prices include VAT and service fees. In the event of a VAT increase, the prices must be changed. Prices do not include drinks, extras in general, tips, entrance fees, insurance coverage and tourist taxes, unless otherwise stated.

14 - Compulsory Insurance and Guarantee Fund (Article 47 Tourism Code)

To guarantee the full fulfillment of its obligations towards its contractors, Aemme Viaggi srl has stipulated a specific insurance policy with ERGO Assicurazioni N. 472900-RC, pursuant to art. 47 of the Tourism Code in addition to the GUARANTEE FUND / GUARANTEE FUND which, in the event of insolvency or bankruptcy of the intermediary or organizer, guarantee the reimbursement of the price paid for the purchase of the tourist package and to bring the traveler back to the place departure (in cases where the transport service is included in the package).

15 - Privacy

In compliance with current privacy laws, Aemme Viaggi srl guarantees the maximum confidentiality of the data provided. These will be treated in compliance with Legislative Decree 196/2003 and 101/2018 and pursuant to art. 13-14 of the 2016/679 EU Regulation known as the General Data Protection Regulation (GDPR).

16 - Jurisdiction

In the case of legal disputes, the court having jurisdiction will be that of Trento, Italy.