

GENERAL CONDITIONS TOURIST PACKAGE CONTRACT

1. CONTENT OF THE CONTRACT OF SALE OF THE TOURIST PACKAGE

- 1.1. Sky Alps Travel s.r.l. carries out the activity of organization and sale of tourist packages and the activity of intermediation of single tourist services. The packages and services illustrated in its official catalog will be offered for sale under the contractual conditions described in the same except as indicated in these terms and conditions and at the time of booking confirmation.
- 1.2. The travel contract is constituted of:
 - a) The general conditions that follow;
 - b) The description of the tourist package contained in the catalog, or in the separate travel program;
 - c) The booking confirmation of the services requested by the Traveller;
 - d) The documents referred to in Article 36 paragraph 8 of the Tourism Code.
- 1.3. When the contract is mediated by a Travel Agency (hereafter referred to as the "Agency" or the "Travel Agency"), the confirmation of the reservation is sent by the Organizer to the Travel Agency, as the agent of the Traveller, who shall have the right to receive such confirmation from the Travel Agency.
- 1.4. In signing the proposal for the sale of a tourist package, the Traveller expressly declares that they have understood and accepted, for themselves and for those for whom they are requesting the all-inclusive service, both the travel contract as regulated therein, as well as the warnings contained therein, and these general conditions.

2. REGULATORY SOURCES

- 2.1. The sale of tourist packages and linked travel services, related to services to be provided both nationally and internationally, is governed by the Tourism Code (hereinafter referred to as "CdT"), specifically by Articles 32 to 51-novies, as amended by Legislative Decree No. 62 of 21 May 2018, which transposes and implements EU Directive 2015/2302, as well as by the provisions of the Civil Code regarding transportation and agency contracts, as applicable.
- 2.2. Contracts exclusively concerning the provision of a single tourist service (such as transportation, accommodation, or any other separate single tourist service) do not fall within the definition of a travel package or package tour and, therefore, do not benefit from the protections afforded to travelers under EU Directive 2015/2302. The Seller and/or the Intermediary, who merely facilitates the provision of a single travel service to third parties, including through online channels, is required to issue the Traveler with documentation proving payment for the service but cannot in any way be considered a travel organizer.
- 2.3. For all contracts that include a transportation service, the conditions of transport established by the individual supplier (e.g. airline, maritime, railway, car rental, bus) shall apply. These conditions are available on the website and/or through its official channels or those of the entity responsible for service delivery.

3. ADMINISTRATIVE REGIME

- 3.1. The Organizer and the Travel Agency with which the Traveller engages for the purchase of the tourist package must hold the necessary authorizations and qualifications required for the exercise of their respective activities, in compliance with the applicable legislation, including any regional or provincial legislation.
- 3.2. Prior to the conclusion of the contract, the Organizer and the Seller will inform third parties shall disclose to third parties the details of the insurance policy taken out to cover risks arising from professional civil liability, as well as the details of the guarantee provided for the risk of insolvency or bankruptcy of the Organizer and the Seller, each within their respective scope of competence. This guarantee is intended to ensure the restitution of the paid sums and/or the return of the Traveller to their place of departure.

4. DEFINITIONS (ART. 33 CdT)

For the purposes of this contract, the following definitions shall apply:

- a) Traveller means any person intending to enter into or contracting with, or authorized to travel under, an organized tourist package contract as defined in the following letter p);
- b) Professional: any natural or legal person, public or private who, as part of his or her commercial, industrial, artisan or professional activity, acts, in organized tourism contracts, including through another person acting in his or her name or on his or her behalf, as an Organizer, Seller, professional facilitator of linked tourist services or tourist service provider, pursuant to current legislation;
- c) Organizer means the professional who combines tourist packages and sells or offers them for sale directly or through or in conjunction with another professional;
- d) Seller or Intermediary: the professional other than the Organizer who sells or offers for sale tourist packages combined by an Organizer.
- e) Tourist package: as defined in Article 5 of the current general conditions of sale.
- f) Durable medium: any instrument that allows the Traveller or professional to store information addressed personally to them in a way that can be accessed in the future for a period of time adequate for the purposes for which it is intended and that allows the identical reproduction of the information stored;
- g) Unavoidable and Extraordinary Circumstances: a situation beyond the control of the party invoking such a situation and the consequences of which would not have been avoided even if all reasonable measures had been taken;
- h) Defect of conformity: a non-performance of the tourist services included in a tourist package;
- i) Minor means a person under the age of 18;

- j) Point of sale: means any premises, mobile or immovable, used for retail sales or retail website or similar online sales tool, including where retail websites or online sales tools are presented to travellers as a single tool, including telephone service;
- k) Return: the return of the Traveller to the place of departure or to another place agreed upon by the contracting parties;
- l) Force majeure: any unforeseeable, unavoidable event beyond the reasonable control of the parties that prevents the total or partial fulfillment of contractual obligations. By way of example, but not limited to, this definition includes: natural disasters (earthquakes, hurricanes, floods, fires), epidemics, pandemics, wars, acts of terrorism, riots, strikes, government restrictions, closure of airspace or ports, and any other similar event as defined by applicable law. In the event of force majeure, the tour operator shall not be held liable for the total or partial inability to provide the agreed services and reserves the right to modify, postpone, or cancel the trip, offering alternative solutions where possible, in compliance with applicable regulations;
- m) Single Tourist services: any service that is part of the tourism offer, such as transportation, accommodation in a lodging facility, rental services, or any other service provided in the sector, as described in Article 33, paragraph 1, of Legislative Decree No. 62/2018. It may also refer to multiple services purchased separately for the same trip or vacation which, while not constituting a package, are intended to meet the customer's needs and require separate contracts with the respective providers;
- n) Start of the package means the start of the performance of the tourist services included in the tourist package;
- o) Linked tourist service means at least two different types of tourist services purchased for the purpose of the same trip or vacation, not constituting a package, and involving the conclusion of separate contracts with individual tourist service providers;
- p) Tourist package contract: the contract relating to the whole package or, if the package is provided on the basis of separate contracts, the whole of the contracts relating to the tourist services included in the package.

5. NOTION OF TOURIST PACKAGE (ART. 33, paragraph 1, n. 4, lett.c) CdT)

A tourist package is defined as the "combination of at least two different types of tourist services for the purposes of the same trip or vacation", if at least one of the following conditions occurs:

- a) that such services are combined by a single professional, including at the request of the Traveller or in accordance with the Traveller's selection, before a single contract is concluded for all the services;
- b) these services, even if concluded under separate contracts with individual tourist service providers, are:
 - 1) purchased at a single point of sale and selected before the Traveller consents to payment;
 - 2) offered, sold or invoiced at a flat or global price;
 - 3) advertised or sold under the name "package" or similar designation;
 - 4) Combined after the conclusion of a contract by which the service provider allows the Traveller to choose from a selection of different types of tourist services, or purchased from separate service providers through a connected process of online booking where the name of the Traveller, payment details and e-mail address are transmitted by the service provider with whom the first contract was concluded to one or more service providers and the contract with the latter service provider(s) is concluded no later than 24 hours after the confirmation of the booking of the first tourist service.

6. CONTENT OF THE CONTRACT – PURCHASE PROPOSAL AND DOCUMENTS TO BE SIGNED BY THE TRAVELLER

- 6.1. The Traveller signs a proposal for the purchase of the tourist package, including through the Intermediary. The travel contract is finalized upon confirmation sent by the Organizer to the Traveller, either directly or through the Intermediary.
- 6.2. At the time of the conclusion of the contract of sale of the touristic package, or as soon as possible thereafter, the Organizer or the Seller/Intermediary shall provide the Traveller with a copy or confirmation of the contract on a durable medium or in paper format, if the contract of sale has been concluded in the simultaneous physical presence of the parties. For contracts negotiated outside commercial premises, as defined in article 45, paragraph 1, letter h), of Legislative Decree No. 206 of September 6, 2005 (Consumer Code), as well as those concluded remotely (e-commerce), the Traveller shall receive a copy or confirmation of the contract of sale of the tourist package in paper form or on another durable medium.
- 6.3. The contract serves as a valid document for access to the guarantee fund referred to in Article 21 below, for tourist packages.

7. PRE-CONTRACTUAL INFORMATION

- 7.1. Prior to the commencement of the trip, the Organizer and the Intermediary shall provide the Traveller with the following information regarding the tourist package:
 - a. Schedules, intermediate stop locations and connecting transfers. In the event that the exact time is not yet established, the Organizer and, where appropriate, the Seller/Intermediary, shall provide the Traveller with an estimated departure and return time;
 - b. Information on the identity of the operating air carrier, if not known at the time of booking, in accordance with the provisions of Art.11 EC Reg. 2111/05;
 - c. Location, main features and the tourist classification of the accommodation, in accordance with the regulations of the country of destination;
 - d. Inclusion or exclusion of meals in the package;
 - e. Tours, excursions or other services included in the total price of the package;
 - f. Tourist services provided to the Traveller as a member of a group and, if applicable, the approximate size of the group;
 - g. Language in which the services will be provided;
 - h. Information on the suitability of the trip or vacation for persons with reduced mobility and, upon request of the Traveller, precise information on the suitability of the trip or vacation for the specific needs of the Traveller. Any special

requests regarding the use or provision of certain services included in the tourist package (such as assistance at the airport for persons with reduced mobility, special meals requests on board or at the destination) must be communicated at the time of booking and agreed upon by the Traveller with the Organizer, including through the Travel agency or Intermediary;

- i. Total price of the package, including taxes, fees, and other additional costs (such as administrative and handling fees, or, where these cannot be reasonably calculated prior to the conclusion of the contract, an indication of the type of additional costs that the Traveller may still incur);
 - j. Payment methods or financial guarantees required from the Traveller;
 - k. General information on passports and/or visa requirements, including approximate timeframes for obtaining visas, as well as health formalities required by the destination country. The Traveller is responsible for checking any updates available on the institutional website of the Organizer and Intermediary;
 - l. Conditions for possible withdrawal of the Traveller from the tourist package contract prior to the start of the package, including any applicable fees required by the Organizer pursuant to Article 41, paragraph 1 and 2, of Legislative Decree 79/2011 and specified in Article 10, paragraph 3 below;
 - m. Information on the possibility or obligation to take out insurance covering any unilateral withdrawal from the contract by the Traveller, as well as assistance costs, including repatriation, in case of accident, illness or death;
 - n. Details regarding the coverage provided under Article 47, paragraphs 1, 2 and 3 of Legislative Decree 79/2011 for tourist packages.
- 7.2. The Organizer or the Intermediary / Seller shall prepare a technical information sheet, available in the catalog, in an off-catalog program, or on its website, containing technical information regarding the legal obligations applicable to Sky Alps Travel s.r.l., including, but not limited to:
- a) Details of the administrative authorization of Sky Alps Travel s.r.l.;
 - b) Details of travellers guarantees pursuant to Art. 47 Tourism Code for tourist packages;
 - c) Details of the civil liability insurance policy;
 - d) Validity period of the catalog or off-catalog program;
 - e) Parameters and criteria for adjusting the travel price (Art. 39 CdT) for tourist packages.

8. PAYMENTS

- 8.1. Unless otherwise indicated in the pre-contractual information or in the contract, upon signing the proposal for the purchase of the tourist package, the Traveller shall pay the total price of the tourist package or practice management. Payment must be made without delay and, in any case, within the deadline established by the Organizer in its catalog or in the booking confirmation of the requested tourist package.
- 8.2. Failure to pay the price by the established deadline, as well as failure to remit to the Organizer the sums paid by the Traveller to the Agency, and without prejudice to any warranty claims pursuant to Art. 47 of the Tourism Code against the latter, constitutes an express termination clause pursuant to Art. 1456 of the Civil Code. As a resykt, the contract shall be automatically terminated by operation of law through a simple written communication sent via fax or email to the Agency or to the Traveller's provided address (including electronic address). Payments shall be deemed completed when the funds are received by the Organizer, either directly from the Traveller or through the Intermediary Travel Agency chosen by the Traveller.

9. PRICE (ART. 39 CdT)

- 9.1. The price of the tourist package is determined in the contract, with reference to what is indicated in the catalog, the off-catalog program, and subsequent updates, as well as on the website of the Organizer.
- 9.2. After the conclusion of the tourist package contract, prices may increase or decrease by the Organizer, with a maximum of 8% (eight percent), but only if expressly provided for in the contract, which must also specify the method for calculating the price revision. The Traveller is entitled to a price reduction corresponding to any decrease in costs as referred to in paragraph 3, letters a), b) and c), occurring after the conclusion of the contract and prior to the start of the package.
- 9.3. Price increases are only possible due to changes in:
 - a. The cost of passenger transportation based on fuel or other energy sources;
 - b. The level of taxes or fees on tourist services included in the contract imposed by third parties not directly involved in the execution of the package, including landing, disembarkation and embarkation taxes at ports and airports;
 - c. The exchange rates applicable to the package.
- 9.4. If the price increase referred to in this article exceeds 8% (eight percent) of the total price of the package, Article 40, paragraphs 2, 3, 4 and 5 CdT shall apply.
- 9.5. An increase in price, regardless of its amount, is only possible upon clear and precise notification on a durable medium by the Organizer to the Traveller, including the justification for such an increase and the method of calculation, at least twenty days before the start of the package.
- 9.6. In the event of a price reduction, the Organizer is entitled to deduct actual administrative and handling costs from the refund due to the Traveller, for which evidence must be provided upon the Traveller's request.

10. CHANGE OR CANCELLATION OF THE TOURIST PACKAGE BEFORE DEPARTURE (ART. 40 CdT)

- 10.1. Prior to the commencement of the package, the Organizer reserves the right to unilaterally change the terms of the contract, except for the price, as provided for under Article 39 CdT, where the modification is of minor importance. The Organizer shall notify the Traveller

- of the change in a clear and precise manner on a durable medium.
- 10.2. If, prior to the commencement of the package, the Organizer is forced to significantly modify one or more of the essential features of the tourist services under Article 34, paragraph 1, letter a) CdT, or is unable to fulfil specific requests made by the Traveller under Article 36, paragraph 5, letter a), or proposes a price increase exceeding 8% (eight percent) under Article 39, paragraph 3 CdT, the Traveller may, within fifteen (15) days, either accept the proposed modification or withdraw from the contract without paying the withdrawal fee. In the event of withdrawal, the Organizer may offer the Traveller a replacement package of equivalent or superior quality.
- 10.3. The Organizer shall inform the Traveller, without undue delay, in a clear and precise manner on a durable medium:
- of the proposed changes referred to in paragraph 10.2 above and their impact on the price of the package pursuant to paragraph 10.4 below;
 - of the 15-day period within which the Traveller is required to inform the Organizer of its decision pursuant to paragraph 10.2;
 - of the consequences of the Traveller's failure to respond within the period referred to in letter b) and of any replacement package offered and its price.
- 10.4. If the changes to the tourist package contract or the replacement package referred to in paragraph 10.2 result in a package of a lower quality or cost, the Traveller has the right to an appropriate price reduction.
- 10.5. In the event of withdrawal from the tourist package contract pursuant to paragraph 10.2, and if the Traveller does not accept a replacement package, the Organizer shall refund, without undue delay and in any case within fourteen days of the withdrawal from the contract, all payments made by or on behalf of the Traveller. The provisions of Article 43, paragraphs 2, 3, 4, 5, 6, 7, 8 CdT shall apply.

11. WITHDRAWAL OF THE TRAVELLER (ART. 41 CdT)

- 11.1. The Traveller may also withdraw from the tourist package contract without paying penalties in the following cases:
- An increase in the price of the package exceeding 8% of the total tourist package price;
 - A significant modification of one or more elements of the contract objectively configurable as essential to the enjoyment of the overall tourist package and proposed by the Organizer after the conclusion of the contract itself but prior to departure, which is not accepted by the Traveller;
 - The impossibility of fulfilling specific requests made by the Traveller and already accepted by the Organizer.

In such cases and concerning tourist package, the Traveller may:

- accept the alternative proposal formulated by the Organizer;
 - request a refund of the amount already paid, including through the provision of a voucher. Such a refund must be made within the legal timeframe indicated in the previous article.
- 11.2. In the event of unavoidable and extraordinary circumstances occurring at the destination or in its immediate vicinity, which significantly affects the execution of the package or passenger transportation to the destination, the Traveller has the right to withdraw from the contract, prior to the commencement of the package, without incurring withdrawal fees and is entitled to a full refund of payments made for the package. However, the Traveller is not entitled to additional compensation.
- 11.3. If the Traveller withdraws from any type of tourist package contract prior to departure for any reason, including unforeseen and unexpected circumstances, other than those listed in paragraph 11.1 or those provided for in art. 10 paragraph 2 of these General Conditions, the Traveller will always be charged in full for the handling fees and / or any optional insurance coverage fees requested at the time of booking and / or conclusion of the contract. The cancellation penalties specified in the following paragraph 11.3.1 will also apply to the total cost of the tourist package.
- 11.3.1. Application of the penalties. In the event of cancellation of the contract by the Traveller, the following penalties will be applied to the cost of the entire tourist package:
- No penalty**, if the cancellation is made more than 30 calendar days (including Saturday, Sunday and holidays= before the scheduled arrival date (check-in) at the accommodation facility;
 - Penalty of 50% (fifty percent)** of the cost of the tourist package, if the cancellation is made between 30 and 15 calendar days before the scheduled arrival date (check-in);
 - Penalty of 90% (ninety percent)** of the cost of the tourist package, if the cancellation is made between 14 and 5 calendar days before the scheduled arrival date (check-in);
 - No refund of the cost** of the tourist package, if the cancellation is made less than 5 calendar days before the scheduled arrival date (check-in), or in the case of a no-show on the scheduled arrival date at the accommodation facility or at the check-in point for transportation services.

For package travel purchases, airport taxes published in the most common CRS systems will be excluded from calculation of the penalty. The Traveller is granted the right to cancel the reservation at no cost, with the exception of airport and/or tourist taxes, in the event of occurrence of one or more "Unavoidable and Extraordinary Circumstances" (as defined in § 4 letter "g" above).

- 11.3.2. Exceptions to penalties in case of cancellation of the contract by the Traveller: the applicable penalties in the event of cancellation by the Traveller may be more restrictive than those indicated in paragraph 1 of this Article in the case of reservations made for specific hotel facilities and/or reservations with reduced rates/pricing (e.g. promotional or discounted rates), rates subject to limited availability, and/or rates linked to high season periods or full occupancy of the accommodation. This also applies to the costs of services already provided, even partially, and not refundable. Any penalty conditions more restrictive than the standard ones shall always be highlighted at the time of the quotation (prior to the conclusion of the contract) and any subsequent confirmation.

11.3.3. **No refund** will be given to the Traveller in the following additional cases:

- Interruption of the trip or stay not caused by the Organizer;
- Inability to undertake the trip due to lack or irregularity of identity documents (with particular attention to the documents required for minors) or any other requirements necessary to make the trip such as visas, permits, compulsory vaccinations, etc.

It is specified that the verification of the validity of documents is a personal obligation of the Traveller and cannot be delegated. The Traveller's inability to undertake the vacation does not entitle them to withdraw without penalties, as permitted by law for tourist packages only for objective, inevitable and extraordinary circumstances occurring at the vacation destination, as indicated in paragraph 2 above, as well as in the cases referred to in paragraph 1 of this Article.

Travellers may protect themselves against the financial risk associated with the cancellation of the contract by purchasing appropriate insurance policies that cover the cancellation of the trip and any financial loss arising from the imposition of the aforementioned penalties.

- 11.4. In the case of pre-established groups, the withdrawal penalties shall be subject to a specific agreement.
- 11.5. The Organizer may withdraw from the tourist package contract and offer the Traveller a full refund of payments made, but shall not be required to pay any additional compensation if the Organizer is unable to fulfill the contract due to unavoidable and extraordinary circumstances or force majeure events and notifies the Traveller of the withdrawal without undue delay prior to the start of the package.
- 11.6. The Organizer shall process all refunds prescribed in accordance with paragraphs 2 and 5 without undue delay and, in any case, within 14 days of withdrawal, including via vouchers, subject to the Traveller's consent. In such cases, the related contracts entered into with third parties shall also be deemed terminated.
- 11.7. In accordance with Article 41, paragraph 7 of the Tourism Code, in the case of contracts negotiated outside business premises (e.g., outside the travel agency's office, at fairs, or other events, etc.), the Traveller has the right to withdraw from the tourist package contract within five days from the date of the conclusion of the contract or from the date of receipt of the contractual terms and preliminary information, if later, without penalties and without providing any justification. Once the period has elapsed, in the event of cancellation by the Traveller, the penalties set out in Article 11.3.1 shall apply. In cases of offers with significantly lower rates compared to standard offers, after the aforementioned five-day period, the right of withdrawal is excluded. In the latter case, the Organizer shall document the price variation, adequately highlighting the exclusion of the right of withdrawal.

12. SUBSTITUTIONS AND TRANSFER OF THE TOURIST PACKAGE TO ANOTHER TRAVELLER (ART. 38CdT)

- 12.1. The Traveller may assign the tourist package contract to a person who meets all the conditions for the use of the service, provided that the Organizer is notified on a durable medium no later than seven days prior to the start of the package..
- 12.2. The transferor and the transferee of the tourist package contract shall be jointly and severally liable for the payment of the price and any rights, taxes and other additional costs, including any administrative and handling costs, resulting from such transfer.
- 12.3. Any changes requested by the Traveller to previously accepted reservations shall not be binding on the Organizer in cases where they cannot be accommodated. In any event, any modification request shall result in a fixed charge of at least € 35.00 (thirty-five/00) per booking as administrative and management costs. Only the following requests shall be considered, subject to this charge:
- I. Name changes for accommodation-only bookings up to 7 (seven) working days before the start of the stay;
 - II. Name changes for bookings including transportation, provided that they are communicated at least 7 (seven) working days before departure. No name changes shall be permitted for package bookings that include transport tickets by ship or train, except upon payment of the penalties provided by these carriers for specific cases (please refer to the general conditions of the individual carriers or as reported in the booking confirmations). Changes in dates will be treated as withdrawal of the Traveller from the contract (art. 10 of these general conditions). The reduction in the number of passengers within a file is to be understood as a "partial cancellation" also governed by the provisions of the same art.10.

13. OBLIGATIONS OF TRAVELLERS

- 13.1. Without prejudice to the obligation to promptly notify any lack of conformity in the services included in the tourist package, as provided for in art. 12 paragraph 2 et seq., Travellers shall comply with the following obligations:
- (i) In the period immediately preceding departure, and in any case well in advance, Travellers are required to check the website of the Organizer for any updates or additional information that may differ from what was provided at the time of contract conclusion (see above § 7).
- 13.2. With regard to the rules governing the expatriation of minors, express reference is made to the provisions available on the website of the State Police. Minors must possess a valid personal travel document, such as a passport, or, for EU countries, an identity card valid for travel abroad. For the expatriation of minors under 14 years of age or minors requiring an Authorization issued by the Judicial Authority, the guidelines provided on the website of the State Police <http://www.poliziadistato.it/articolo/191/> must be followed. It is the sole responsibility of the adult Traveller accompanying the minor to check on the websites of the competent authorities the documents required for the minor's journey.
- 13.3. Travellers must obtain relevant information through diplomatic representations and/or the official government sources. Prior to departure, Travellers shall verify any updates with the competent authorities (for Italian citizens, the local Police Headquarters or the Ministry of Foreign Affairs through the website www.viaggiare Sicuri.it or the Operations Center at +39 06.491115) and ensure compliance. Failure to undertake such verification precludes any liability on the part of the Seller Agency or the Organizer for non-departure.

- 13.4. Travellers are required to disclose their nationality at the time of booking the tourist package or service to the Seller or the Organizer. At departure, they must possess vaccination certificates, individual passports, and any other documentation required for all destination countries, including residence visas, transit visas and health certificates where applicable.
- 13.5. To assess the socio-political and health security situation, any other useful information regarding the destination countries and the objective usability of the purchased or to be purchased services, the Traveller shall obtain official general information from the Ministry of Foreign Affairs, available on www.viaggiaresecuri.it. This information is not included in the catalogues of the Tour Operator – whether online or in print – as these provide only general descriptions and not time-sensitive updates. Travellers are solely responsible for staying informed.
- 13.6. If, at the time of booking, the chosen destination is subject to an official "warning" for security reasons, the Traveller who subsequently withdraws may not invoke security conditions as grounds for exemption or reduction of withdrawal penalties.
- 13.7. Travellers must also comply with the rules of normal prudence and diligence, adhere to local laws and regulations, with all the information provided to them by the Organizer, as well as with the regulations and administrative or legislative provisions relating to the tourist package. Travellers will be held liable for all damages that the Organizer and/or the Intermediary may suffer as a result of failure to comply with the above obligations, including repatriation costs.
- 13.8. The Traveller must provide the company with all the documents, information and materials in their possession necessary for the exercise of the company's right of subrogation against third parties responsible for the damage. Failure to do so shall render the Traveller liable for any prejudice caused to the company's right of subrogation.
- 13.9. The Traveller must communicate in writing to the Organizer, at the time of the proposal for the sale of the tourist package and therefore prior to the sending of the confirmation of the booking of services by the Organizer, any particular personal requests that may be the subject of specific agreements on the modalities of the trip, as long as it is possible to implement them and they are in any case the subject of a specific agreement between the Traveller and the Organizer (see art. 7, paragraph 1, letter h).
- 13.10. The Organizer or the Seller who has granted compensation, a price reduction, or indemnification for damages, or has fulfilled any other legal obligations, retains the right of recourse against parties responsible for the event giving rise to such obligations., as well as those parties obliged to provide assistance and travel services by virtue of other provisions, in the event that the Traveller is unable to return to the place of departure. The Organizer or Seller who has compensated the Traveller is subrogated, within the limits of the compensation paid, to all rights and actions of the Traveller against the responsible third parties. The Traveller must provide the Organizer or Seller with all relevant documents, information and materials necessary to facilitate the exercise of this right of subrogation (Art. 51 quinquies CdT).

14. REGIME OF RESPONSIBILITY OF THE ORGANIZER (ART. 42 CdT)

- 14.1. The Organizer is responsible for the performance of the tourist services outlined in the tourist package contract, regardless of whether the services are provided directly by the Organizer, its employees or agents acting within the scope of their duties, third parties engaged by the Organizer, or other service providers, pursuant to Article 1228 of the Civil Code.
- 14.2. Pursuant to Articles 1175 and 1375 of the Civil Code, the Traveller shall promptly inform the Organizer, directly or through the Seller, of any lack of conformity detected during the execution of a tourist service included in the tourist package contract, taking into account the circumstances of the case.
- 14.3. If any tourist services is not performed as agreed in the tourist package contract, the Organizer shall remedy the lack of conformity, unless this is impossible or excessively costly, taking into account the extent of the lack of conformity and the value of the tourist affected services. If the Organizer fails to remedy the defect, Article 43 CdT applies.
- 14.4. Subject to the exceptions set forth in paragraph 3, if the Provider does not resolve the lack of conformity within a reasonable period set by the Traveller, considering the duration and nature of the package, the Traveller may, by means of the complaint made pursuant to paragraph 2, remedy the lack of conformity themselves and request reimbursement of the necessary, reasonable and documented expenses. If the Organizer refuses to remedy the lack of conformity or if immediate action is required, the Traveller is not obliged to set a deadline.
- 14.5. If the lack of conformity, in accordance with Article 1455 of the Civil Code, constitutes a non-significant failure in the fulfillment of the tourist services included in the package, and the Organizer has not remedied this within a reasonable period established by the Traveller in relation to the duration and characteristics of the package, with the notification made in accordance with paragraph 2, the Traveller may, without charge, terminate the tourist package contract with immediate effect or request a price reduction in accordance with Article 43 CdT, without prejudice to any compensation for damages. In the event of termination of the contract, if the package includes transportation, the Organizer must arrange for the return of the Traveller with equivalent transportation without undue delay and at no additional costs to the Traveller.
- 14.6. If the return of the Traveller is impossible, the Organizer shall bear the costs of the necessary accommodation, where possible, equivalent to the contracted category, for a period of no more than three nights per Traveller, or a longer period as required by applicable European Union legislation on passenger rights for the relevant means of transport.
- 14.7. The cost limitation in paragraph 6 does not apply to persons with reduced mobility, as defined in Article 2(1)(a) of Regulation (EC) No 1107/2006, and their companions, pregnant women, unaccompanied minors, and persons requiring specific medical assistance, provided that the Organizer has been informed of their special needs at least forty-eight hours before the beginning of the package. The Organizer may not invoke unavoidable and extraordinary circumstances to limit liability under this paragraph if the transport service provider cannot invoke the same circumstances pursuant to applicable European Union legislation.
- 14.8. If, due to circumstances beyond the control of the Organizer, it becomes impossible to provide a substantial part, in terms of value or quality, of the combination of tourist services agreed upon in the tourist package contract, the Organizer will offer, at no additional cost to the Traveller, suitable alternative solutions of equal or higher quality, allowing the execution of the package to

continue. This includes situations where the Traveller's return to the departure point is not provided as originally agreed. If the proposed alternative arrangements result in a package of lower quality than originally specified, the Organizer shall grant the Traveller an appropriate price reduction.

- 14.9. The Traveller may only reject the proposed alternative solutions if they are not comparable to the original agreement or the price reduction offered is inadequate.
- 14.10. If it is impossible to provide alternative solutions or the Traveller rejects the proposed alternatives, the Traveller will be granted a price reduction. In the event of failure to comply with the obligation outlined in paragraph 8, the provisions of paragraph 5 shall apply.
- 14.11. If circumstances beyond the control of the Organizer prevent the Traveller's return as agreed in the tourist package contract, paragraphs 6 and 7 shall apply.

15. SELLER'S LIABILITY REGIME (ART. 50 - 51 quater CdT)

- 15.1. The Seller is responsible for the execution of the mandate given by the Traveller under the travel intermediation contract, regardless of whether the service is rendered by the Seller themselves, their employees or agents acting within their duties, or third parties engaged by the Seller. The fulfilment of the obligations shall be assessed according to the required diligence for the exercise of the corresponding professional activity.
- 15.2. The Seller is not responsible for booking errors attributable to the Traveller or for errors resulting from unavoidable and extraordinary circumstances.
- 15.3. The Traveller's right to compensation for damages related to the Seller's liability shall expire in two years from the date of the Traveller's return to the place of departure.

16. LIMITS TO THE REIMBURSEMENT (ART. 43, paragraph 8 CdT)

- 16.1. The right to a price reduction or compensation for damages due to changes the tourist package contract or its replacement package expires two years from the date the Traveller returns to the place of departure.
- 16.2. However, the right to compensation for personal damages expires three years from the return date, or in the longest period specified by applicable regulations governing the services included in the package.

17. POSSIBILITY TO CONTACT THE ORGANIZER THROUGH THE SELLER (ART. 44 CdT)

- 17.1. The Traveller may address messages, requests or complaints relating to the execution of the tourist package directly to the Seller through which they purchased it, who, in turn, will promptly forward such messages, requests or complaints to the Organizer.
- 17.2. For the purposes of compliance deadlines or periods of statute of limitations, the date on which the Seller receives messages, requests, or complaints referred to in paragraph 1 shall be considered the date of receipt for the Organizer as well.

18. OBLIGATION TO ASSIST (ART. 45 CdT)

- 18.1. The Organizer shall promptly provide adequate assistance to any Traveller in difficulty, including in the circumstances referred to in Article 42, paragraph 7 of the CdT. This includes offering relevant information regarding health services, local authorities, and consular assistance, as well as facilitating long-distance communication and helping the Traveller find alternative tourist services.
- 18.2. If the Traveller has caused the problem intentionally or through their own fault, the Organizer may charge a reasonable fee for the assistance provided, limited to the actual costs incurred.

19. INSURANCE AGAINST CANCELLATION AND REMOVAL EXPENSES (ART. 47, paragraph 10 CdT)

- 19.1. If not expressly included in the price, Travellers are encouraged to purchase, at the time of booking and through the Seller, special insurance policies covering expenses arising from the cancellation of the package, accidents and/or illnesses (including repatriation costs), and loss or damage of luggage. Any rights arising from these insurance contracts must be exercised directly by the Traveller with the insurance companies, under the terms and conditions specified in the policies, as outlined in the policy conditions published in the catalogues or brochures provided to the Travellers at the time of departure.

20. ALTERNATIVE MEANS OF SETTLEMENT OF DISPUTES (ART. 36, paragraph 5, letter g) CdT)

- 20.1. The company may offer the Traveller alternative dispute resolution (ADR) mechanisms, as outlined in the catalog, travel documents, website, or other official communications, in accordance with Legislative Decree 206/2005. In this case, the Organizer will indicate the type of alternative resolution proposed and the effects that such adherence entails.

21. TRAVELLER PROTECTION (ART. 47 CdT).

- 21.1. The Organizer and the Seller operating within the national territory are covered by civil liability insurance contract in favor of the Traveller for damages resulting from breaches of their respective contractual obligations
- 21.2. Package tours contracts are assisted by insurance policies, bank guarantees, or issued by the Funds referred to in Article 47, paragraph 3 CdT. These safeguards ensure that, in the event of insolvency or bankruptcy of the Organizer or Seller, Travellers are promptly reimbursed for the package cost upon their request and, where applicable, provided immediate repatriation in the case that the package includes the transportation of the Traveller. If necessary, coverage also includes food and accommodation expenses until arrangements are made. The guarantee shall be effective, proportional to business volume and is designated to cover reasonably foreseeable costs, payments made by or on behalf of Travellers in connection with packages, taking into account the length of time between the down payments and the final balance and the completion of the packages, as well as the estimated cost of repatriation in

the event of insolvency or bankruptcy of the Organizer or Seller.

- 21.3. Traveller protection applies regardless of their place of residence, the place of departure, or the country where the tourist package are sold, and it extends to all Member States where the entity providing protection in the event of insolvency or bankruptcy is established.
- 21.4. In the cases provided for in paragraph 2, instead of refund or repatriation, the Traveller may be offered the continuation of the package, in accordance with Articles 40 and 42 CdT.

22. OPERATIONAL CHANGES

- 22.1. Due to the significant advance required for the publication of catalogs and service details, flight times and routes indicated in the acceptance of the service proposal may be subject to changes pending final validation. Travellers are advised to request confirmation of the services from their Travel Agency before departure. The Organizer will inform passengers about the identity of the actual carrier at the times and in the manner provided for in Article 11 of EC Regulation 2111/2005.

23. PRIVACY CLAUSE AND COOKIE POLICY

- 23.1. Pursuant to Art. 13 of Legislative Decree 196/2003 as amended by Legislative Decree 101/18 ("Privacy Code") and Art. 13 of Regulation (EU) 2016/679 ("GDPR"), we inform you that the personal data provided will be processed exclusively for the purpose of enabling the requested service, in compliance with applicable laws and the Organizer's obligations of confidentiality.
- 23.2. On its website (<https://www.skyalpstravel.com/>), Sky Alps Travel uses cookies, including third-party cookies, which are necessary for the website functionality, to allow access to content and services, and to enhance the user experience.
- 23.3. For further information on the processing of data and the cookie used, please refer to the full privacy notice available in the "privacy" section on the Organizer's website at <https://www.skyalpstravel.com/>

24. COMPULSORY NOTIFICATION PURSUANT TO ARTICLE 17 OF LAW NO. 38/2006.

"Italian law punishes with imprisonment crimes concerning prostitution and child pornography, even if committed abroad."