

TERMS AND CONDITIONS

1. DEFINITIONS AND CONCEPT OF TOURIST PACKAGE

According to the art. 33 of the legislative decree n. 79 of 23.5.2011 as it was added by Legislative Decree n. 62 of 6.6.2018 implementing EU Directive no. 2015/2303 provided that: a) "tourist service" means: 1) the transport of passengers; 2) accommodation that is not an integral part of passenger transport and is not intended for residential purposes, or for long-term language course; 3) hire of cars or means of transport pursuant to the decree of the Minister of Infrastructure and Transport of 28 April 2008, published in the Official Journal of the Italian Republic no. 162 of 12 July 2008, or of motorcycles that provide for a category A driving license, in accordance with Legislative Decree 16 January 2013, n. 2; 4) any other tourist service that is not part of one of the tourist services referred to in numbers 1), 2) or 3), and is not a financial or insurance service; b) "supplementary tourist service" means: ancillary services such as, among others, the transport of baggage provided by the transport of passengers; the use of paid parking spaces by stations or airports; passenger transport over short distances during guided tours or travel between an accommodation and a travel station by other means; organized by entertainment or sports activities; the provision of meals, drinks and cleaning provided housing assistance; the use of bicycles, skis and other facilities of the accommodation or access to on-site facilities, such as swimming pools, beaches, gyms, saunas, wellness centers or spas, including for hotel guests; any other typical supplementary service also according to local practice; the notion of "package" is to be identified with the combination of at least two different types of tourist services for the same trip or the same vacation, if at least one of the following conditions occurs: 1) these services are combined by a single professional, also at the request of the traveler or in accordance with his selection, before a single contract is concluded for all the services; 2) these services, even if concluded with separate contracts with individual tourism service providers, are: 2.1) purchased at a single point of sale and selected before the traveler consents to payment; 2.2) offered, sold or invoiced at a flat or global price; 2.3) advertised or sold under the denomination "package" or similar denomination; 2.4) combined after the conclusion of a contract with which the professional allows the traveler to choose from a selection of different types of tourist services, or purchased from distinguished professionals through connected booking processes electronically where the traveler's name, the details of the payment and the e-mail address are sent by the professional with whom the first contract is concluded to one or more professionals and the contract with the latter or these last professionals is concluded at the latest 24 hours after confirming the booking of the first service tourist. The "tourist package contract" is the contract relating to the entire package or, if the package is provided on the basis of separate contracts, the set of contracts relating to the tourist services included in the package. The "start of the package" is the beginning of the execution of the tourist services included in the package. The "connected tourist service" occurs when, if there are at least two different types of tourist services purchased for the same trip or for the same holiday, which do not constitute a package, and which involve the conclusion of separate contracts with the individual tourism service providers, a professional facilitates, alternatively: 1) at the time of a single visit or a single contact with the point of sale, the separate selection and the separate payment of each tourist service by travelers; 2) the targeted purchase of at least one service additional tourist to another professional when this purchase is concluded within 24 hours from the confirmation of the booking of the first tourist service; "traveler" means anyone who intends to conclude a contract, enter into a contract or is authorized to travel on the basis of a contract concluded; "professional" means any public or private natural or legal person who, in the context of his commercial activity, industrial, artisan or professional also acts through another person who works in his name or on his behalf, as an organizer, seller, professional who facilitates related tourist services or as a supplier of tourist services, in accordance with current legislation; for "organizer" means 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 the traveler's data to another professional in accordance with letter c), number 2.4); "seller" means the professional other than the organizer who sells or offers combined packages for sale by an organizer; "establishment" means the establishment defined by article 8, paragraph 1, letter e), of Legislative Decree 26 March 2010, no. 59; for "durable medium": x any tool that allows the traveler or professional to keep the information that is personally addressed to him in order to be able to access it in the future for a period of time suitable for the purposes for which it is intended and that allows identical reproduction of the information stored; "inevitable and extraordinary circumstances" means a situation beyond the control of the party who invokes such a situation and whose consequences would not have been avoided even if all reasonable measures were taken; "lack of conformity" means a failure to fulfill the tourist services included in a package; "minor" means a person under

the age of 18; "point of sale" means any local, mobile or real estate, used for retail or retail website or similar online sales tool, even if retail websites or online sales tools are presented to travelers as a single tool, including telephone service; "return" means the return of the traveler to the place of departure or to another place agreed by the contracting parties.

A tourist package is not a combination of tourist services in which there are one of the types of tourist services referred to in paragraph 1, letter a), numbers 1), 2) or 3), combined with one or more of the tourist services of which in paragraph 1, letter a), number 4), if the latter services do not represent a part equal to or greater than 25 percent of the value of the combination and are not advertised, otherwise they represent an essential element of the combination, or are selected and purchased only after the start of the execution of a tourist service referred to in paragraph 1, letter a), numbers 1), 2) or 3). The separate invoicing of the elements of the same package referred to in paragraph 1, letter b), does not subtract the organizer or the seller from the obligations pursuant to Legislative Decree no. 79 of 23.5.2011 as modified by Legislative Decree n. 62 of 6.6.2018 implementing EU Directive no. 2015/2303

The purchase of one of the types of tourist services referred to in paragraph 1, letter a), numbers 1), 2) or 3) does not constitute a connected tourist service, with one or more of the tourist services referred to in paragraph 1, letter a), number 4), if the latter services do not represent a significant portion equal to or greater than 25 per cent of the combined value of the services and are not advertised as an essential element of the trip or holiday and do not, in any case, constitute an element essential.

When the contract is brokered by a travel agency the booking confirmation comes sent by the Tour Operator to the Travel Agency, as the agent of the Traveler and the latter will have the right to receive it from the same. By paying the participation fee or down payment of it, the Traveler expressly declares to have understood and accepted, both for himself and for the subjects for whom he requests the services included in the tourist package, both the travel contract as governed therein, and the warnings contained therein, and these general conditions

2. LEGISLATIVE SOURCES

The tourist package purchase and sale contract is governed not only by these general conditions but also by the clauses indicated in the travel documentation delivered to the consumer. This contract, whether it concerns services to be provided in Italy or abroad, will also be governed by the provisions - as applicable - of Law 27/12/1977 No. 1084 ratifying and executing the International Convention relating to the travel contract. (CCV) signed in Brussels on 23.4.1970, as well as by the aforementioned Legislative Decree 79/2011 as currently amended by Legislative Decree no. 62 of 6.6.2018 implementing EU Directive no. 2015/2303 as well as the provisions of the Civil Code regarding transportation, service contract and mandate, insofar as applicable and the Navigation Code (R.D.n.327 of 30.3.1942).

3. RESERVATIONS

The booking is considered completed, with the contract conclusion, only when the organizer will send the relative confirmation, also by means of a telematic system, to the customer at the selling travel agency. Reservations that arrive after the deadlines indicated in the poster will be considered "last-minute" and consequently, while the travel period, the place of destination and the category of the hotel structure remain guaranteed, they may also be subject to changes in the participation fee. Any such changes will be made known to the Customer upon confirmation of the booking and he will, in this case, have the right not to accept the booking without any additional costs and with total exemption of responsibility from the tour operator Scipio Tours di Vanessa Scipione. If the communication of withdrawal is not received within and no later than 12 hours after receipt of the confirmation, the reservation will be considered definitively confirmed with tacit consent to the changes suffered and with any consequent obligation for the Customer. The indications relating to the tourist package not contained in the contractual documents, in the brochures or in other means of written communication, will be provided by the organizer in regular fulfillment of the obligations provided for by the Legislative Decree. 79/2011 in good time before the start of the journey.

4. TOURIST INFO

Before the conclusion of the tourist package contract or a corresponding offer, the organizer and, in the event that the package is sold through a seller, also the latter, provide the traveler with the following information: a) the main characteristics of the tourist services, such as: 1). the destination or destinations of the trip, the itinerary and the periods of stay with relative dates and, if accommodation is included, the number of nights included; 2). means, characteristics and categories of transport, places, dates and times of departure and return, duration and intermediate stopover and connections; in case the time exact not yet established, the organizer and, if applicable, the seller, inform the traveler of the approximate time of departure and return; 3). the location, the main characteristics and, where applicable, the tourist category of accommodation in accordance with the regulations of the country of destination; 4). the meals provided; 5). visits, excursions or other services included in the total agreed price of the package; 6). the tourist services provided to the traveler as a member of a group and, in this case, the approximate size of the group; 7). the language in which the services are provided; 8). if the trip or vacation is suitable for people with reduced mobility and, at the request of the traveler, precise information on the suitability of the trip or vacation that takes into account the needs of the traveler; 9). the trade name and geographic address of the organizer and, where present, of the seller, their telephone numbers and e-mail addresses; 10). the total price of the package including taxes and all rights, duties and other additional costs, including any administrative and management costs of the files, or, if these cannot be reasonably calculated before the conclusion of the contract, an indication of the type additional costs that the traveler may still have to bear; 11). the methods of payment, including any amount or percentage of the price to be paid as a deposit and the calendar for the payment of the balance, or the financial guarantees that the traveler is required to pay or provide; 12). the minimum number of people required for the package and the deadline referred to in Article 41, paragraph 5, letter a), before the start of the package for the possible termination of the contract in case of failure to reach the number; 13). general information concerning passport and visa conditions, including approximate times for obtaining visas and the health formalities of the country of destination; 14). information on the option for the traveler to withdraw from the contract at any time before the start of the package upon payment of adequate withdrawal costs, or, if applicable, the standard withdrawal costs requested by the organizer pursuant to art. 41, paragraph 1; 15). information on the optional or mandatory subscription of an insurance covering the costs of unilateral withdrawal from the contract by the traveler or the costs of assistance, including the return, in case of accident, illness or death; 16). the details of the coverage referred to in Article 47, paragraphs 1, 2 and 3. For tourist package contracts stipulated by telephone, the organizer or professional provides the traveler with the standard information referred to in Annex A, part II, of Legislative Decree 79/2011 as currently amended by Legislative Decree n. 62 of 6.6.2018 implementing EU Directive no. 2015/2303 and the information referred to in this article. With reference to the packages purchased from distinguished professionals referred to in article 33, paragraph 1, letter c), number 2.4) of Legislative Decree 79/2011 as currently amended by Legislative Decree no. 62 of 6.6.2018 implementing EU Directive no. 2015/2303, the organizer and the professional to whom the data are transmitted ensure that each of them provides, before the traveler is bound by a contract or a corresponding offer, the information listed in this article insofar as they are relevant to the respective tourist services offered. At the same time, the organizer also provides the standard information of the form referred to in Annex A, part III, of Legislative Decree 79/2011 as currently amended by Legislative Decree no. 62 of 6.6.2018 implementing EU Directive no. 2015/2303. All information is provided clearly and precisely and, where it is provided in writing, in a legible manner.

5. CONTENT OF THE CONTRACT AND DOCUMENTS TO BE PROVIDED BEFORE THE DEPARTURE

The tourist package contracts are formulated in simple and clear language and, where in written form, legible. At the time of conclusion of the package travel contract or, in any case, as soon as possible, the organizer or the seller, provides the traveler with a copy or confirmation of the contract on a durable medium. The traveler has the right to a hard copy if the tourist package contract has been stipulated in the simultaneous physical presence of the parties. As for contracts negotiated outside business premises, defined in art. 45, paragraph 1, letter h), of Legislative Decree 6 September 2005, n. 206, a copy or confirmation of the package travel contract is provided to the traveler on paper or, if the traveler agrees, on another durable medium. The tourist package contract or its confirmation contains the entire content of the agreement which contains all the information referred to in article 34, paragraph 1, as well as the following: the specific requests of the traveler accepted by

the organizer; a declaration certifying that the organizer is responsible for the exact execution of all the tourist services included in the contract pursuant to article 42 and is required to provide assistance should the traveler find himself in difficulty according to article 45; the name and contact details, including the geographical address, of the person in charge of protection in the event of insolvency; the name, address, telephone number, e-mail address and, if present, the fax number of the local representative of the organizer, a contact point or another service that allows the traveler to communicate quickly and effectively with the organizer to ask for assistance or to address any complaints relating to lack of conformity found during the execution of the package; the fact that the traveler is required to communicate, without delay, any lack of conformity detected during the execution of the package pursuant to art. 42, paragraph 2 in the case of minors, unaccompanied by a parent or other authorized person, traveling on the basis of a package travel contract that includes accommodation, information that allows direct contact to be established with the minor or the person in charge of the minor in his place to stay; information regarding existing complaint handling procedures and Alternative Dispute Resolution (ADR) mechanisms, pursuant to Legislative Decree 6 September 2005, no. 206 and, if present, to the ADR body from which the professional is disciplined and to the online dispute resolution platform pursuant to Regulation (EU) no. 524/2013; information on the traveler's right to transfer the contract to another traveler pursuant to article 38. With reference to packages purchased from distinguished professionals as per art. 33, paragraph 1, letter b), number 2.4), the professional to whom the data are transmitted informs the organizer of the conclusion of the contract that will lead to the creation of a package and provides the organizer with the information necessary to fulfill its obligations. The organizer promptly provides the traveler with the information referred to in paragraph 5 on a durable medium. The information referred to in paragraphs 5 and 6 are presented clearly and precisely. In good time before the start of the package, the organizer provides the traveler with the necessary receipts, vouchers and tickets, information on the expected departure time and the deadline for acceptance, as well as' intermediate stop times, of connections and arrival.

6. TRANSFER OF THE PACKAGE TRAVEL CONTRACT

The traveler, with prior notice given to the organizer on a durable medium no later than seven days before the start of the package, can transfer the package travel contract to a person who meets all the conditions for using the service. In the event that some of the services in the package are named and therefore cannot be replaced, the transferor and the transferee will have to adjust the payment of the non-transferable service price. The transferor and the transferee of the package travel contract are jointly and severally liable for the payment of the balance of the price and for any rights, taxes and other additional costs, including any administrative and management costs of the practices resulting from this transfer. The organizer informs the transferor of the actual costs of the transfer, which cannot be unreasonable and cannot exceed the costs actually incurred by the organizer as a consequence of the transfer of the package travel contract, and provides the transferor with proof of rights, taxes or other additional costs resulting from the assignment of the contract.

7. PAYMENTS

The amount of the deposit, up to a maximum of 50% of the price of the tourist package, to be paid at the time of booking or at the time of the binding request and the date by which the balance must be paid before departure, are shown in the catalog , booklet, booking confirmation or whatever. Failure to pay the sums referred to above on the established dates constitutes an express termination clause such as to determine, by the intermediary agency and / or the organizer, the legal termination, except for compensation for the damages suffered.

8. PRICE

The price of the tourist package, the methods of its revision, rights and taxes on landing, disembarkation and embarkation services in ports and airports and the other charges charged to the traveler are determined in the contract, with reference to what is indicated in the catalog or program. out of catalog and any updates of the same catalogs or programs out of catalog subsequently intervened. After the conclusion of the tourist package contract, the prices can be increased only if the contract expressly provides for it and specifies that the traveler is entitled to a reduction in the price, as well as the methods for calculating the price revision. In this case, the traveler is entitled to a reduction in the price corresponding to the decrease in costs referred to in paragraph 2, letters a), b) and c), which occurs after the conclusion of the contract and before the start of the package. Price increases are possible only as a consequence of changes regarding: the price of passenger transport based on the cost of fuel or other energy sources; 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, landing and boarding fees in ports and airports; c) the exchange rates relevant to the package. If the price increase referred to in this article exceeds 8% of the total package price, the rules on changing the travel contract apply. A price increase, regardless of its size, is possible only after clear and precise communication on a durable medium by the organizer to the traveler, together with the justification for this increase and the method of calculation, at least twenty days before the start of the package . In the event of a price decrease, the organizer has the right to deduct the administrative and management costs of the actual practices from the reimbursement due to the traveler, of which he is required to provide proof at the traveler's request.

9. MODIFICATION OF THE CONTRACTUAL CONDITIONS AND WITHDRAWAL FROM THE CONTRACT

Before the start of the package, the organizer cannot unilaterally modify the conditions of the contract other than the price pursuant to art. 39, unless this right is reserved in the contract and the modification is of little importance. The organizer communicates the change to the traveler clearly and precisely on a durable medium. If, before the start of the package, the organizer is forced to significantly modify one or more main characteristics of the tourist services referred to in art. 34, paragraph 1, letter a), or cannot satisfy the specific requests pursuant to art. 36, paragraph 5, letter a), or proposes to increase the package price by more than 8% pursuant to art. 39, paragraph 3, the traveler, within a reasonable period specified by the organizer, can accept the proposed modification or withdraw from the contract without paying withdrawal costs. In case of withdrawal, the organizer can offer the traveler a replacement package of equivalent or higher quality. The organizer informs the traveler, without undue delay, in a clear and precise manner on a durable medium: of the proposed changes referred to in paragraph 2 and of their impact on the price of the package pursuant to paragraph 4; a reasonable period within which the traveler is required to inform the organizer of his decision pursuant to paragraph 2; the consequences of the traveler's failure to respond within the period referred to in letter b) and any replacement package offered and the relative price. If the changes to the tourist package contract or the replacement package referred to in paragraph 2 involve a quality package or lower cost, the traveler is entitled to an adequate reduction in the price. In case of withdrawal from the tourist package contract pursuant to paragraph 2, if the traveler does not accept a replacement package, the organizer reimburses without undue delay and in any case within fourteen days of withdrawal from the contract all payments made by or on behalf of the traveler and the provisions of article 43, paragraphs 2, 3, 4, 5, 6, 7, 8 apply.

10. WITHDRAWAL OF THE CONSUMER

The traveler can withdraw from the tourist package contract at any time before the start of the package, upon reimbursement to the organizer of the costs incurred, adequate and justifiable, the amount of which the latter provides motivation to the traveler who requests it. The package travel contract may include reasonable standard withdrawal costs, calculated on the basis of the time of withdrawal from the contract and the expected cost savings and expected revenues that derive from the reallocation of tourist services. In the absence of specification of the standard withdrawal costs, the amount of the withdrawal costs corresponds to the price of the package decreased by the cost savings and revenues deriving from the reallocation of tourist services. In the event of unavoidable and extraordinary circumstances occurring in the place of destination or in its immediate vicinity and which have a substantial impact on the execution of the package or on the transport of passengers to the destination, the traveler has the right to withdraw from the contract, before start of the

package, without paying withdrawal costs, and full reimbursement of payments made for the package but is not entitled to additional compensation. The organizer can withdraw from the tourist package contract and offer the traveler a full refund of the payments made for the package but he is not required to pay additional compensation if:

- the number of people enrolled in the package is less than the minimum stipulated in the contract and the organizer communicates the withdrawal from the contract to the traveler within the term established in the contract and in any case 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 in the case of trips lasting between two and six days, forty-eight hours before the start of the package in the case of trips lasting less than two days;
- the organizer is unable to perform the contract due to unavoidable and extraordinary circumstances and communicates the withdrawal from the same to the traveler without undue delay before the start of the package.

The organizer proceeds with all the reimbursements prescribed pursuant to paragraphs 4 and 5 or, with regard to the provisions of paragraphs 1, 2 and 3, reimburses any payment made by or on behalf of the traveler for the package after deducting the appropriate expenses, without undue delay and in any case within fourteen days of withdrawal. In the cases referred to in paragraphs 4 and 5, the termination of the functionally related contracts entered into with third parties is determined. In the case of offers with significantly reduced rates compared to current offers, the right of withdrawal is excluded. In the latter case, the organizer documents the price change by adequately highlighting the exclusion of the right of withdrawal.

11. ORGANIZER'S RESPONSIBILITY

The organizer is responsible for the execution of the tourist services provided by the tourist package contract, regardless of the fact that these tourist services must be provided by the organizer himself, by his auxiliaries or supervisors when they act in the exercise of their functions, by the third parties of the which work it makes use of or from other tourism service providers, pursuant to art. 1228 of the civil code. The traveler, pursuant to art. 1175 and 1375 of the civil code, inform the organizer, directly or through the seller, promptly, taking into account the circumstances of the case, of any lack of conformity detected during the execution of a tourist service provided by the tourist package contract. If one of the tourist services is not carried out as agreed in the package travel contract, the organizer will remedy the lack of conformity, unless this is impossible or is excessively expensive, taking into account the extent of the lack of conformity and the value. tourist services affected by the defect. If the organizer does not remedy the defect, article 43 of Legislative Decree no. 79/2011 as currently amended by Legislative Decree no. 62 of 6.6.2018 implementing EU Directive no. 2015/2303. Without prejudice to the exceptions referred to in paragraph 3, if the organizer does not remedy the lack of conformity within a reasonable period set by the traveler in relation to the duration and characteristics of the package, with the dispute made pursuant to paragraph 2, the traveler can personally remedy the defect and request reimbursement of the necessary, reasonable and documented expenses; if the organizer refuses to remedy the lack of conformity or if it is necessary to remedy it immediately, the traveler need not specify a deadline. If a lack of conformity, pursuant to art. 1455 of the civil code, constitutes a non-negligible breach of the tourist services included in a package and the organizer has not remedied it within a reasonable period established by the traveler in relation to the duration and characteristics of the package, with the dispute made to the pursuant to paragraph 2, the traveler can, without charge, terminate the tourist package contract by right and with immediate effect or, if necessary, request, pursuant to article 43, a reduction in the price, without prejudice to any compensation damage. In the event of termination of the contract, if the package included the transportation of passengers, the organizer also arranges for the return of the traveler with an equivalent transport without undue delay and without additional costs for the traveler. Where it is impossible to ensure the traveler's return, the organizer supports it costs of necessary accommodation, where possible of a category equivalent to that provided for in the contract, for a period not exceeding three nights per traveler or for the longest period possibly provided for by the European Union legislation on passenger rights, applicable to relevant means of transport. The limitation of costs referred to in paragraph 6 does not apply to persons with reduced mobility, defined by Article 2, paragraph 1, letter a) of Regulation (EC) no. 1107/2006, and their companions, pregnant women, unaccompanied minors and people in need of specific medical assistance, provided that the organizer has received communication of their particular needs at least forty-eight hours before the start of the package. The organizer cannot invoke unavoidable and extraordinary circumstances to limit the liability referred to in this paragraph if the transport service provider cannot assert the same circumstances pursuant to the applicable European Union legislation. If, due to circumstances beyond the control of the organizer, it is impossible to provide, in the course of execution, a substantial part, by value or

quality, of the combination of the tourist services agreed in the package travel contract, the organizer offers, at no extra charge, to borne by the traveler, suitable alternative solutions of quality, where possible equivalent or higher, than those specified in the contract, so that the execution of the package can continue, including the possibility that the traveler's return to the place of departure is not provided as agreed. If the proposed alternative solutions entail a lower quality package than that specified in the tourist package contract, the organizer grants the traveler an adequate price reduction. The traveler can reject the proposed alternative solutions only if they are not comparable to what was agreed in the package travel contract or if the reduction in the price granted is inadequate. If it is impossible to provide alternative solutions or the traveler rejects the proposed alternative solutions, in accordance with the provisions of paragraph 8, the traveler is recognized a reduction in the price. In case of non-fulfillment of the offer obligation referred to in paragraph 8, paragraph 5 applies. Where, due to circumstances not attributable to the organizer, it is impossible to ensure the return of the traveler as agreed in the package travel contract, paragraphs 6 and 7 apply.

12. PRICE REDUCTION AND COMPENSATION FOR DAMAGES

The traveler is entitled to an adequate reduction of the price for the period during which there has been a lack of conformity, unless the organizer proves that this defect is attributable to the traveler. The traveler has the right to receive from the organizer, without undue delay, adequate compensation for any damage he may have suffered as a result of a lack of conformity. Compensation for damages is not recognized to the traveler if the organizer proves that the lack of conformity is attributable to the traveler or to a third party unrelated to the supply of the tourist services included in the package travel contract and is unpredictable or inevitable or is due to unavoidable circumstances and extraordinary. The organizers are subject to the limitations provided by the international conventions in force that bind Italy or the European Union, relating to the extent of compensation or the conditions to which it is due by a supplier who provides a tourist service included in a package . The tourist package contract may provide for the limitation of the compensation due by the organizer, except for damages to the person or those caused intentionally or through fault, provided that this limitation is not less than three times the total price of the package. Any right to compensation or to a price reduction pursuant to this Chapter does not affect the travelers' rights provided for by Regulation (EC) no. 261/2004, from Regulation (EC) no. 1371/2007, by Regulation (EC) no. 392/2009, by Regulation (EU) no. 1177/2010 and Regulation (EU) no. 181/2011 of the European Parliament and of the Council, as well as by international conventions, it being understood that the compensation or reduction of the price granted pursuant to this Chapter and the compensation or reduction of the price granted pursuant to said international regulations and conventions are deducted from each other. The right to a price reduction or to compensation for damages provided for by this article is prescribed in two years, starting from the date of the traveler's return to the place of departure, without prejudice to the provisions of paragraph 8. The right to compensation for personal injury is prescribed in three years from the date of the return of the traveler to the place of departure or in the longer period provided for compensation for personal injury by the provisions governing the services included in the package.

13. OBLIGATION TO PROVIDE ASSISTANCE

The organizer provides adequate assistance without delay to the traveler who is in difficulty even in the circumstances referred to in article 42, paragraph 7, in particular by providing the appropriate information regarding health services, local authorities and consular assistance and assisting the traveler in making remote communications and helping him to find alternative tourist services.

The organizer can demand the payment of a reasonable cost for such assistance if the problem is intentionally caused by the traveler or through his own fault, within the limits of the expenses actually incurred.

14. OBLIGATIONS OF PARTICIPANTS

Participants must have an individual passport or other document valid for all countries affected by the itinerary, as well as residence and transit visas and health certificates that may be required. They must also comply with the rules of normal prudence and diligence and with the specific rules in force in the destination countries of the trip, 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. Participants will be called to answer for all damages that the organizer should suffer due to their failure to comply with the aforementioned

obligations. The consumer is obliged to provide the organizer with all the documents, information and elements in his possession useful for the exercise of the right of subrogation of the latter against the third parties responsible for the damage and is responsible towards the organizer of the injury caused by the right of subrogation. The consumer will also communicate in writing to the organizer, at the time of booking, the particular personal requests that may form the subject of specific agreements on the travel arrangements, provided that their implementation is possible.

15. MISSED OR INCORRECT FULFILLMENT. LIABILITY REGIME DUE TO PHYSICAL INJURY

The organizer is liable for damages caused to the consumer due to the total or partial non-fulfillment of the contractually due services, whether they are carried out personally by him or her, by third party service providers, except for any hypotheses of strict liability provided for by special rules, for the failure or incorrect fulfillment which are determined: by impossibility of the performance deriving from a cause not attributable to it; the fact of the consumer (including initiatives independently undertaken by the latter during the execution of tourist services); from circumstances unrelated to the provision of the services provided in the contract; by the fact of an unpredictable or inevitable third party; by fortuitous event, by force majeure, or by circumstances that the organizer himself could not reasonably foresee or resolve according to professional diligence. The discrepancies in the quality standards of the service promised or advertised are considered incorrect fulfillment. It is agreed that the damage deriving to the person from the non-fulfillment or from the incorrect execution of the services which form the object of the tourist package is compensable within the established limits of the international conventions governing the matter, to which Italy or the European Union are a part, and, in particular, within the limits set by the Warsaw Convention of 12 October 1929 on international air transport, made executive by law of 19 May 1932, no. 841, of the Berne convention of 25 February 1961 on rail transport, enforced with law 2 March 1963, n. 806, and the Brussels Convention of 23 April 1970 (C.C.V.), made executive by law of 27 December 1977, n.1084, for any other hypothesis of responsibility of the organizer and the seller, as implemented in the law or within the limits established by the further conventions, enforced in the Italian law, to which the countries of the European Union or the European Union itself adhere. The right to compensation for damages is prescribed in three years from the date of the return of the traveler to the place of departure, except for the term of eighteen or twelve months as regards the non-fulfillment of transport services included in the tourist package for which the 2951 of the civil code.

16. LOST ENJOYMENT OF THE HOLIDAY

In the event that the failure to fulfill the services that form the subject of the package is not of little importance pursuant to art. 1455 of the civil code, the traveler can ask the organizer or the seller, according to the responsibility deriving from the violation of the respective obligations assumed with the respective contracts, in addition to and independently of the termination of the contract, compensation for the damage related to the vacation time unnecessarily spent and the unrepeatability of the lost opportunity. The right to compensation is prescribed in three years, or in the longest period for compensation for personal injury provided for by the provisions governing the services included in the package, starting from the date of the return of the traveler to the place of departure.

17. RIGHTS OF SUBROGATION PROVIDED

The organizer or seller who has granted compensation or a price reduction, or paid compensation for damage or has been forced to comply with other obligations according to the provisions of this Chapter, has the right of recourse against the subjects who have contributed to the occurrence of the circumstances or event from which the compensation, price reduction, compensation for damages or other obligations in question derived, as well as the subjects required to provide assistance and accommodation services pursuant to other provisions, in the event that the traveler cannot return to the place of departure. The organizer or seller who compensated the traveler within the limits of the compensation paid, they are subrogated in all the rights and actions of the

latter towards the responsible third parties; the traveler provides the organizer or seller with all the documents, information and elements in his possession useful for exercising the right of subrogation

18. DUTY OF CARE

The organizer is obliged to provide the consumer assistance measures imposed by the professional diligence criterion exclusively in reference to the obligations to be paid by law or contract. The organizer and the seller are exonerated from their respective responsibilities, when the failure or incorrect execution of the contract is attributable to the consumer or was due to the fact of a third party having an unpredictable or inevitable character, or by chance or force majeure. The reimbursement of the greater expenses or damages that the organizer or the seller have incurred in fulfillment of the assistance obligations is reserved in any case.

19. CLAIMS AND COMPLAINTS

Any failure in the execution of the contract must be contested by the consumer without delay so that the organizer, his local representative or the companion can promptly remedy it. The consumer can also lodge a complaint by sending a registered letter, with acknowledgment of receipt, or by other means that guarantee proof of receipt, to the organizer or the seller, within ten working days from the date of return to the location starting point.

20. INSURANCE FOR CANCELLATION FEES AND REPATRIATION

If not expressly included in the price, it is necessary for the traveler to take out special insurance policies at the time of booking which guarantee the reimbursement of the trip in the event of impossibility of occurrence for serious, certified and unexpected reasons to benefit from the tourist package. For travel abroad, these policies guarantee the immediate return of the tourist due to emergencies attributable or not to the conduct of the organizer or intermediary, and provide tourists with assistance, including financial assistance, for example in cases of air delay, accidents and luggage. These policies can also guarantee, in the event of insolvency or bankruptcy of the intermediary or organizer, reimbursement of the price paid for the purchase of the tourist package. If the costs of assistance and repatriation are incurred or anticipated by the competent public administration, the insurer is obliged to make the reimbursement directly against him. It will also be possible to enter into a service contract that covers repatriation costs in the event of accidents and illnesses. In any case, the Ministry of Foreign Affairs can ask the interested parties to reimburse, in whole or in part, the costs incurred for the rescue and repatriation of persons who, deliberately exposed themselves abroad, except for justified reasons related to the exercise of professional activities, at risks that they could have known through the use of normal diligence.