

## GENERAL CONTRACT OF SALE CONDITIONS FOR TOURIST PACKAGES

Technical organization of this program is made by Raduni Sportivi s.r.l. (below indicated as organizer) – authorization of the Province of Venice – Protocol n. 2010/68699 from 10/11/2010 – Insurance policy Europ Assistance Italia SpA n. polizza 8417456.

### 1. TOURIST PACKAGE

The intro to the tourist package contains the following: tourist packages apply to travel, vacations, and those “all included” packages that consist of pre-set combinations of at least two of the following indicated elements, for sale or offered for sale by a sum payment, and that last more than 24 hours or more for a period of time that includes at least one night: a) transport; b) lodging; c) tourist services not related to transport or to lodging (omitted) ... that constitute a significant part of the “tourist package”.

A buying and selling contract for tourist packages must be written, in clear and accurate terms, and the consumer has a right to receive a copy of the contract, duly undersigned and stamped by the organizer or by the seller. This document is necessary to have access to the Guarantee Fund mentioned in Art. 100 of the Consumer Code.

### 2. NORMATIVE SOURCES

Travel contracts are governed by law no. 1084 dated 27 December 1977, in ratification and implementation of the International Convention on Travel contracts (CCV) signed at Brussels on 23 April 1970 and also by the Consumers Code, approved with Legislative Decree no. 206/2005. The liability of Raduni Sportivi srl in its capacity of travel organizer with respect to travelers and their property is governed by the above laws, and in no case may exceed the limits foreseen by the said laws.

### 3. TECHNICAL DATA

Raduni Sportivi srl is obliged to realize a data form inside the catalog.

### 4. BOOKING

The request of reservation must be edited to the appropriate contractual form; if it is electronic, then each section must be filled in by the client, who will receive a copy. Acknowledgement of the booking is intended to be complete, its consequential conclusion the contract, after which Raduni Sportivi will send a relative confirmation (also as a means the system's data transmission), to the client. Information relative to the tourist package not contained in the contractual documents, pamphlets or in other forms of written communication, will be provided by the organizer before the trip in just fulfillment of the obligations stated under d.leg.111/95 and following

Raduni sportivi reserve the right to cancel the contract in case of minimum number of participants has not been met, noticing the client at least 10 days before beginning of the vacation.

### 5. PAYMENT

The amount of the deposit should reflect the main package's balance appearing in the catalog, pamphlet or other pertinent material. Failure to pay the sum by the established dates constitutes a decisive action, the resolution of which must be determined by Raduni Sportivi . The undue delay in payment will result in the application of default interest calculated at the official discount rate. The throw-in portion attributable to the organizer must be equal to the amount of the invoices issued without undue detention of costs and expenses.

### 6. PRICE

The price of a tourist package is determined in the contract, with reference to what is indicated in the catalog or program outside the catalog and in some updates. Variations are possible up until 20 days before the date of departure and only as a result of the following variations in:

- cost of transport, including fuel costs;
- taxes regarding some types of tourist services that have been imposed, such as landing taxes -departure or arrival- in either the marine ports or in the airports
- exchange taxes applicable to the package in question.

Similar variations will refer individuals to the exchange rate as well as to the rates set at the time of the program's publication or how the variations relate to the specific information given within the catalog, or rather to the date related to the subsequent updates. The price of the tourist package can vary in the percentage indicated in the specifications of the catalog or program.

### 7. CANCELLATION

The consumer may back out of the contract, without paying penalties, under the following conditions:

- a rise in price that exceeds 10%, of which is backed by Article 6;
- significant change made to one or more elements of the contract set up as completely key to the tourist package, considered and advised by Raduni Sportivi only after the conclusion of the same contract but before departure and not deemed acceptable by the consumer. In the above cases, the consumer has an alternative

right:

- to make use of an alternative tourist package, without supplement in price, or, if the alternative tourist package has a value less than the initial package, to be repaid the surplus in price;

- to the repayment of just one part of the corresponding price. Such repayment must be effected within seven working days of the request for reimbursement.

The consumer must communicate his or her decision (to accept changes or to back out) within but not more than two working days from the moment he or she has received notice of the increase or change. The organizer's formulated proposal is intended to be agreeable, due to a lack of express communication within the aforementioned condition.

The right to cancel, is not applied in the following cases: a) omissions b) to service supply contracts regarding accommodation, transport, catering and free time, when on concluding the contract the professional agrees to provide such services on a certain date or in a pre-established period.

The consumer who backs out of the contract before departure for reasons outside of the presumed, aforementioned list (in the first paragraph) will be charged, independently from down payment, the individual cost of administrative assistance and a penalty sum indicated below:

- 50% of the total sum for trip for cancellations made up to 50 to 31 days prior to departure;
- 75% of the total sum for trip for cancellations made between 30 and 11 days prior to departure;
- 100% of the total sum for trip for cancellations made within 10 days prior to departure.

Transportation company penalties will apply in any case. In the case of pre-established groups, such sums will be agreed upon at the time of the signing of the contract.

### 8. CHANGES OR CANCELLATIONS MADE TO THE TOURIST PACKAGE BEFORE DEPARTURE

Any change on contract requested by customer before departure will cost 20,00 euro

Before departure, Raduni Sportivi who finds it necessary to significantly change one or more elements of the contract must give immediate notice in written form to the consumer indicating the type of change and the consequent variation in price. If the consumer does not accept the proposed change, that consumer is entitled to the sum he or she has already paid or, instead of that sum, enjoy a substituted tourist package. In cases of force majeure or in the unexpected case related to the purchased tourist package. For various cancellations caused by force majeure, the unexpected and failure to have the minimum number of participants, as well as for various currency issues aside from the consumer of the tourist package's alternative offer, the organizer canceling the package will return to the consumer double the amount paid. That repayment sum will not be greater than double the amount of which the consumer would have paid the equivalent of when expected, should he or she cancel, according to ex art 1469 bis Cod Civ.

### 9. CHANGES AFTER DEPARTURE

If, after the date of departure, Raduni Sportivi finds itself impossible to supply, for whatever reason, except in instances caused by the consumer, an essential part of the services considered in the contract, the organizer must arrange alternative substitutions, without charging a supplement in price, and if the supplier should cost less than that originally planned, the consumer will be paid the difference. If it is not possible to find an alternative solution, or rather the alternative offered by the organizer has been refused by the consumer for honest and just reasons, the organizer will give, without a supplement in price, a means of transport equivalent to that originally booked for the return to his or her departure location or to a different location to be agreed upon, compatible with the availability of means and the spots available and the consumer will be reimbursed the difference between the cost of the expected services and those services rendered up until the moment of anticipated return.

### 10. SUBSTITUTIONS

The client backing out of the package may switch with another person if the substitution satisfies all the conditions that were to be met and in particular requests relative to any passports, approvals and health certificates.

If Raduni Sportivi is informed in writing at least 7 working days before the fixed date of departure, receiving communication in context about the particulars of the change(name, surname, d.o.b etc) and if the same services or other services to be substituted can be supplied for substitution.

The subject taking over agrees to reimburse the organizer all additional expenses assumed to carry out the substitution in as much as will be quantified before the transfer is made.

### 11. OBLIGATIONS OF PARTICIPANTS

Participants must possess individual passports or other documents valid for all countries mentioned in the itinerary, as well as approval of stay and transit and health certificates in case they are requested. Additionally, they must comply with the rules of prudence and diligence as well as with those specified by the destination country, with all the information supplied by the organizer, as well as the administrative or legislative regulations relative to the tourist package. Participants will be called upon to respond to all damages that Raduni Sportivi would be affected by that would cause their delinquency to the above obligations. The consumer is obliged to supply the organizer with all documents, information and elements in his or her possession used in cases of third-party damage whereby the organizer is responsible for claims of subrogation. Further, the consumer will communicate in writing to the organizer in the event of the reservation, the particular personal requests that can be specifically agreed upon to the conditions of the trip, always dependent on whether these are, in fact, possible to fulfill.

### 12. PARTICIPATING SPORT EVENTS

If the tourist package provides the customer participation as an athlete and/or coach to a sporting event , he/she must:

- know and respect general rules
- to be aware that sport events participating can be a risk - register voluntarily and assume the risks involved
- issue the necessary permits to Raduni Sportivi, sponsor and entities involved to use, without remuneration, photos, videos and images
- raise and release Raduni Sportivi srl, ASD Beach Volley Group, the promoters, the city council, all sponsors of event, the CEO of the companies mentioned above, from any kind of present and future claims or liability resulting from the participation in the event.

- consent to the processing of personal data for notices and/or advertising material by Raduni Sportivi and sponsor or partner

### 13. HOTEL CLASSIFICATIONS

The official hotel classifications described in the catalog or in other informative material are based on the express and formal indications of competent authorities in the country in which the service is provided. In absence of this acknowledged official classification, a service that is also used in other countries that are members of the European Union, the organizer reserves the right to offer a description in its catalog or brochure of the building so as to offer some evaluation and approval on the part of the consumer.

### 14. CODE OF RESPONSIBILITY

The organizer, responding to damages suffered by the consumer for reasons of total or partial non-fulfillment of contractual responsibilities, is duly obliged to bear the same personal responsibility made by third-party service providers unless it is felt that the event occurred as a fault of the consumer (the understood initiative autonomously adopted from this last mention in the course of executing tourist services) or due to unforeseen circumstances to service supplies as expected from the contract, force majeure, the unexpected or rather to circumstances in which that same Raduni Sportivi could not, even using his or her professional expertise, reasonably prevent or resolve. The seller who has made the tourist-package booking does not respond in any case to the original obligations made by the trip's organizer but is exclusively subject to the original obligations in his or her quality as intermediary and nevertheless is expected to act responsibly as a matter of law.

### 15. LIMITS OF COMPENSATION

Compensation for personal damage can never be more than the estimated limits of the international convention, which includes Italy and the European Union, in reference to the services in which non-fulfillment is determined to be the case.

### 16. OBLIGATION OF ASSISTANCE

Raduni Sportivi is obliged to lend a measure of assistance to the consumer out of professional due diligence exclusively in reference to the obligations for legal or contractual disposition. Raduni Sportivi is exonerated from the respective responsibility of the current General Conditions when the failed or incorrect execution of the contract can be attributed to the consumer or is dependent upon the fact by one-third of an unforeseeable or inevitable character, or rather by unforeseen circumstances or by force majeure.

### 17. CLAIMS AND COMPLAINTS

Any failure to fulfill the contract must be contested by the consumer without delay so that Raduni Sportivi can promptly correct the situation. Moreover, the consumer must make a complaint using the postal form that shows proof of receipt, to Raduni Sportivi, within and not more than 10 working days from the consumer's date of

return from his or her location of departure.

### 18. INSURANCE OPTIONS

If not expressly included in the price, it is possible and actually advisable during the moment of booking to stipulate the use of Raduni Sportivi special insurance policy against the ensuing cost due to a package cancellation, misfortune and baggage issues.

### 19. WARRANTY

The Ministry of Tourism's general director of activity has instituted a National Warranty, which the consumer can refer to Article 100 of the Consumer Code, in cases of bankruptcy or the seller's/buyer's declared bankruptcy, for the protection under the following demands:

- a) refund of the deposit price;
  - b) repatriation in instances of foreign trips.
- The warranty, moreover, must provide an immediate economic willingness in case of forced return by tourists from countries not within the European Union during attributed emergency occasions. This means of warranty intervention was decreed by the Chairman of the Ministry on 23<sup>rd</sup> July 1999 and on 12<sup>th</sup> October 1999.

### ADDENDUM - GENERAL CONTRACT OF SALE CONDITIONS FOR SINGLE TOURIST SERVICES

#### A) RULES

Contracts offering just one service of transport, stay, or rather some other separate tourist service, not necessarily configured in a way usually negotiated by travel organizations or rather under tourist packages, are overseen by the following dispositions of the CCV: Article 1, Nos. 3 and 6; Articles 17 through 23; Articles 24 through 31, regarding the different estimates from those relative to the contract arrangement as well as to other agreements specifically referring to the sale of a single service or object within the contract.

#### B) CONTRACT CONDITIONS

Such contracts, moreover, apply to the clauses of the general contract conditions of sale for tourist packages. The application of clauses does not absolutely determine the configuration of the relative contracts of the kinds of tourist packages typically put together. The terminology of the cited clauses relative to the tourist package contract (organizer, trip, etc.), therefore, is made with the understanding of reference to the corresponding figure of the sale contract for single tourist services (seller, stay, etc.). Italian law is applicable to contracts drawn up by distance via electronic communication. In the case of the consumer being resident abroad, the authorized court of law, for every contestation regarding the present contract, is exclusively the Court of Venice.

#### OBLIGATORY COMPLIANCE IN COMPLIANCE WITH ART. 16, LAW 269/98

Italian law punishes offences involving prostitution or juvenile pornography with imprisonment even if committed abroad. Respect for children rights has no frontiers

#### -TECHNICAL DATA FORM-

- Organizer's administrative authorization: Authorization Province of Venice: 2010/68699 of 10/11/2010 Protocol.

- Insurance liability policy: Insurance policy Europ Assistance Italy S.p.A. n. 8417456.

- Period of validity of the catalog or program outside the catalog or customized trip: from 30/09/2018 to 01/10/2019.

- Procedures and conditions of substitution (Art. 85 Cod. Consumo). A customer may be substituted by another person provided that: a) the organizer is informed in writing at least 4 working days before the date fixed for the departure, receiving information about the identity of the transferee; b) the substitute meets all the conditions for the use of the service (Art. 10 d.lgs.111/95) and in particular the requirements for passports, visas, health certificates; c) the transferee must reimburse any additional expenses incurred for the replacement to the extent that will be quantified before the transfer.

The transferor and the transferee are jointly and severally liable for payment of the balance due and the amounts referred to in subparagraph c). In relation to certain types of services, it is possible that a third party service provider do not accept the change of name of the transferee, even if within the period referred to in paragraph a) The organizer will not be responsible for any rejection of the amendment by the third party service providers. Such failure will be promptly notified by the organizer to the involved parties before departure.