

PLEASE NOTE: You can stay up to date on such regulations regularly by visiting www.leolandia.it.

#### **GENERAL TERMS AND CONDITIONS OF SALE**

#### **Technical sheet**

Leolandia Viaggi Srl, single shareholder limited liability company, subject to management and coordination activities by Leolandia S.p.A. (Register of companies in Bergamo no. 03412660163), Registered capital: € 10, 000.00, R.E.A. (Economic and Administrative Index) RM1316802 • Tax code and VAT no. 03614470163, Registered Office: Via Fasana, no. 21 . 00195 Rome telephone number +39 02 90 90 169 • fax +39 02 90 96 34 69, owner of the website <a href="https://www.leolandia.it">www.leolandia.it</a>. Leolandia Viaggi is the distributor of admission tickets to Leolandia Park, located in via Vittorio Veneto 52, Capriate San Gervasio (24042 BG) and travel agency authorised by corporate decision of the Province of Rome n. 568 dated February 22<sup>nd</sup> 2012. Leolandia Viaggi is covered by Liability Insurance, policy no. 109467773 with Groupama Assicurazioni SpA, maturity on 01/01/2023 for the liability insurance under article 99 of the Legislative Decree 206/2005 of the Italian Consumer Code and by Tua Assicurazioni policy number 403224512000889, maturity on 30/06/2023 in case of travel insolvency and assistance available to travel agencies that had joined Fogar syndicate. Leolandia Viaggi, as travel agency, organizes and sells, directly or indirectly, all-inclusive vacations including admission tickets to Leolandia Park, as well as hotel accommodation and/or transport. Admission tickets to Leolandia Park, ancillary services and all-inclusive vacations are sold either on the e-commerce platform, available on <a href="www.leolandia.it">www.leolandia.it</a> or by intermediary travel agencies and intermediary partners. Credit card transactions with the e-commerce service provided by Leolandia Viaggi are completely safe because these are performed through a system that is fully controlled by the acquirer. Neither the manager nor the owner know credit cards codes, since the acquirer directly controls them. Leolandia S.p.A. manages Leolandia Park and all visitors, once they enter the gates, agree and undertake to respect the Park Rules and Regulations for the use of services, available on the website and at the Park entrance. The opening period of the Park is seasonal and follows the calendar unilaterally offered by Leolandia and published on <a href="www.leolandia.it">www.leolandia.it</a>. The seasonal opening period may be unilaterally changed, at any time and without notice, because it is not considered as an element of the contract. Furthermore, the opening period is not related to any promises and/or offers made by Leolandia to third parties or to own clients.

# SPECIFIC CONDITIONS FOR THE PURCHASE OF ADMISSION TICKETS TO LEOLANDIA PARK AND ANCILLARY SERVICES

1. Admission tickets to Leolandia Park can be: "Fixed date ticket", which is valid for a single day's entry to the Park and on the day indicated on the ticket, cannot be modified or subject to significant variation in price throughout the season; "Open date ticket", which is valid for a single day's entry to the Park and on the date selected by the visitor (excluding October 31st 2023) within the limited period starting from the day of purchase to the end of the season on January 7th 2024.

"Season Pass", a personal and non-transferable pass valid for multiple entries and benefits throughout the open season of the Park. Unless otherwise stated, all kind of tickets, namely open and fixed date tickets, are distinguished as follows: "full price", which is valid for a single day's entry for each adult or child who is over 120 cm tall when he/she enters Leolandia theme park; "reduced price", which is valid for a single day's entry for children who are between 90 cm and 119 cm tall when they enter Leolandia theme park: "Guests with special needs", as described in the dedicated and useful information sections on www.leolandia.it. On the day of seasonal closure of the Park on January 7th 2024, which is unilaterally determined and modifiable by Leolandia throughout the season, all admission tickets cease to be considered valid. In addition, these tickets do not entitle the holder or owner to any rights for the following season nor for any possible extraordinary openings after the end of the season for which tickets were purchased

2. The purchase of admission tickets to Leolandia Park and any ancillary services offered at the Park and booked on the website <a href="https://www.leolandia.it">www.leolandia.it</a> requires credit card transactions, as specified on

the e-commerce platform. Once the purchase has been completed, the ticket will be issued in an electronic format and emailed as a pdf to the email account specified by the Client. In addition, the Client will receive these Terms and Conditions of Sale available on the website <a href="www.leolandia.it">www.leolandia.it</a> and at the Park entrance. The Client must show the tickets at the entrance of the Park by using an electronic device (smartphone, tablet, etc.) or in printed version. Printed tickets entitle the Client to one-day access on the day specified on the ticket in case of "Fixed date ticket", or to one-day access on a day starting from the day of purchase of an "Open date ticket" (excluding October 31st 2023), which can be used no later than the end of the season on January 7th 2024.

3. In the event that tickets and ancillary services are purchased through a travel agency or a partner intermediary, the latter shall deliver the Admission ticket and these Terms and Conditions of Sale to the Client in electronic format or printed version. The intermediary is entitled to request payment from the Client for all services provided by the same intermediary, which is solely responsible for them and shall expressly exempt Leolandia Viaggi from any liabilities.

4. The season pass is personal, non-transferable, including to family members. The season pass shall be shown at the Park entrance, and it enables multiple entries and benefits for the holder, as indicated on the purchase form. Each family member should have the same type of season pass in order to obtain the same benefits. The pass holder may be required at any time to provide proof of identity to the personnel of the Park. Leolandia Viaggi or Leolandia S.p.A. expressly reserves the right to refuse to provide the corresponding services in case of a misuse of season passes. In the event of the loss of a pass, any reprinting of the same causes administrative costs.

5. Under no circumstances can issued tickets or purchase orders be cancelled. The right of termination of "distance contracts" (contracts concluded by telephone or online) without any additional charges for the Client does not include the contracts for the sale of All-inclusive Vacations or transport, catering and leisure services that are booked together or separately from an All-inclusive vacation, at a specific date or at a certain period in time. Thus, the Client cannot cancel any bookings of products or services subject to these terms and conditions of sale and for the purposes specified in Articles 47 (G) and 59 (N) of the Italian Consumer Code.

6. When purchasing admission tickets defined as "Fixed date ticket", "Open date ticket" or "Season Pass", the buyer accepts the general conditions of sale reported above, the park rules displayed at the entrance or available on the website <a href="www.leolandia.it">www.leolandia.it</a>, as well as the Company's policies issued by the management on the following matters:

"WEATHER CONDITIONS". In case of intermittent rain continuing for over one hour, the Management reserves the right to grant free access to the park within a month from the day of visit. This concession is offered only with the previous purchase of admission tickets as described above with recognized validity.

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"ATTRACTION CLOSURES OR SHOW CANCELLATIONS". The
Management reserves the right to restrict access to attractions at
its discretion and in addition has the right to cancel or change,
including without prior notice, scheduled related to shows,
entertainment and meetings with animals. Business decisions made
by the Management regarding "Weather conditions" and "Attraction
closures or show cancellations" do not entitle the buyer to claims or
refunds.

"FORCE MAJEURE EVENT". If the parties cannot fulfil their contractual obligations due to a force majeure event, such obligations will be suspended throughout such period.

# SPECIFIC CONDITIONS FOR THE PURCHASE OF ALL-INCLUSIVE VACATIONS

# CONTENT OF THE ALL-INCLUSIVE VACATION CONTRACT

The following documents constitute an integral part of the all-inclusive vacation contract: these general terms and conditions, the description of the all-inclusive vacation, which is provided in (online or printed) catalogue or in the program not included in the catalogue, the booking confirmation sent by the organizer to the traveler or the selling agency, as travel agent. By signing the electronic version of the proposal of all-inclusive vacation contract, the traveler acknowledges to have read and accepted, for him/her and for the subjects specified in the contract, these general terms

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and conditions, the all-inclusive vacation contract, including the warnings and conditions contained therein.

#### 1. APPLICABLE LAW

The contract for the sale of package travel and linked travel arrangements is governed by the Italian Tourism Code (Articles 32-51 - novies) as amended by Italian legislative Decree no. 62/2018 implementing EU directive 2015/2302 and its subsequent amendments and provisions of the Italian civil code on the subject of transport and mandate, as applicable.

These general terms and conditions do not apply to packages and linked travel arrangements that last less than 24 hours unless overnight accommodation is included, pursuant to Article 32 of the Italian Tourism Code.

#### 2. DEFINITIONS

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

- 2,1 "traveler" means any person who intends to conclude a contract, enter into a contract or is entitled to travel based on a all-inclusive vacation contract or linked travel arrangement;
- 2.2 "trader" means any public or private, natural or legal person who, as part of his trade, business, craft or profession acts, in the all-inclusive vacation contracts or linked travel arrangement, through another person acting in his name or in its behalf, as an organizer, retailer, trader facilitating linked travel arrangements or as a travel service provider, under current legislation;
- 2.3 "organizer" means a trader who combines and sells or offers for sale, packages, either directly or through another trader or together with another trader; or the trader who transmits the traveler's data to another trader in accordance with subparagraph c), number 2.4) of Article 33 of the Italian Tourism Code. In this case: Leolandia Viaggi, as specified in the "Technical sheet" section;
- 2.4 "retailer" means a trader other than the organizer who sells or offers for sale packages combined by an organizer;
- 2.5 "establishment" means an establishment as defined in Article 8, paragraph 1, subparagraph e) of Italian Legislative Decree March 26th 2010, no. 59;
- 2.6 "durable medium" means any instrument which enables the traveler or the trader to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes for which they are intended and that enables the unchanged reproduction of the information stored;
- 2.7 "unavoidable and extraordinary circumstances" means any situation beyond the control of the party invoking such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken;
- 2.8 "lack of conformity" means a failure to perform, or the improper performance of, the travel services included in a package;
- 2.9 "minor" means a person below the age of 18; 2.10 "return" means the traveler's return to the place of departure or to another place the contracting parties agree upon.

# 3. CONCEPT OF ALL-INCLUSIVE VACATION

"All-inclusive vacation" means the combination of at least two different types of travel services for the purpose of the same trip or holiday (i.e.: 1. the carriage of passengers; 2. the provision of accommodation which is not part of the carriage of passengers and is not intended for residential purposes or long-term language courses; 3. the rental of cars, motorcycles or other vehicles requiring a category A driving license; 4. any other travel service not part of a travel service within the meaning of paragraph 1, 2 or 3, and is not a financial or insurance service, or "ancillary travel services"). Such a holiday is considered all-inclusive vacation if at least one of the following conditions occurs:

- 3.1 those services are combined by a single trader, including at the request of, or in accordance with, the selection of the traveler, before a single contract on all services is concluded;
- 3.2 irrespective of whether the traveler concludes separate contracts with one or more travel service providers in respect of the services, those services are:
- 3.3 purchased from a single point of sale and selected before the traveler agrees to pay; 2.2) offered, sold or charged at an inclusive or total price;
- 3.4 advertised or sold under the term "package" or under a similar term:
- 3.5 combined after the conclusion of a contract by which a trader entitles the traveler to choose among a selection of different types

of travel services, or purchased from separate traders through linked online booking processes where the traveler's name, payment details and e-mail address are transmitted from the trader with whom the first contract is concluded to another trader or traders, and a contract with the latter trader or traders is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.

## 4. INFORMATION TO BE PROVIDED TO THE TRAVELER

- 4.1. Before a all-inclusive vacation contract or any corresponding offer is concluded, the organizer and the retailer shall provide the traveler with the "standard information form" and communicate the following information to the traveler even through the step-by-step filling out of booking form on the platform <a href="www.leolandia.it">www.leolandia.it</a>:
- a) the main characteristics of the travel services, such as: 1) the travel destination(s), the itinerary and periods of stay with corresponding dates and, where accommodation is included, the number of nights included; 2) the means, characteristics and categories of transport, the points, dates and time of departure and return, the duration and places of intermediate stops and transport connections; where the exact time of departure and return is not yet determined, the organizer and, where applicable, the retailer, must inform the traveler of the approximate time of departure and return; 3) the location, main features and, where applicable, tourist category of the accommodation under the rules of the country of destination; 4) the meals provided; 5) the visits, excursions or other services included in the total price agreed for the package; 6) the travel services provided to the traveler as part of a group and, if so, the approximate size of the group; 7) the language in which those services are to be carried out; 8) whether the trip or holiday is suitable for persons with reduced mobility and, upon the traveler's request, the precise information on the suitability of the trip or holiday taking into account the traveler's needs;
- b) the trading name and geographical address of the organizer and of the retailer, as well as their telephone number and e-mail address;
- c) the total price of the package inclusive of taxes and of all additional fees, charges and other costs, including any administrative and handling costs or, where those costs cannot reasonably be calculated in advance of the conclusion of the contract, an indication of the type of additional costs which the traveler may still have to bear;
- d) the arrangements for payment, including any amount or percentage of the price which is to be paid as a down payment and the timetable for payment of the balance, or financial guarantees to be paid or provided by the traveler:
- be paid or provided by the traveler;
  e) where applicable, the minimum number of persons required for the package to take place and the time-limit, referred to Article 41, paragraph 5, subparagraph a), before the start of the package for the possible termination of the contract if that number is not reached:
- f) general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination;
- g) information that the traveler may terminate the contract at any time before the start of the package in return for payment of an appropriate termination fee, or, where applicable, the standardized termination fees requested by the organizer;
- h) information on optional or compulsory insurance to cover the cost of termination of the contract by the traveler or the cost of assistance, including repatriation, in the event of accident, illness or death;
- i) details of the insurance provided to cover the risks of insolvency or bankruptcy of the organizer or retailer, as well as the details of the civil liability insurance contract in favor of the traveler;
- I) information on the identity of the operating air carrier, if not known at the time of booking, in accordance with Article 11 Reg. Ce2111\05 (Art. 11, paragraph 2 Reg. Ce 2111/05).
  4.2. If all-inclusive vacation contracts are concluded by telephone,
- 4.2. If all-inclusive vacation contracts are concluded by telephone, the organizer or trader shall provide the traveler with information specified in the "standard information form" set out in Annex A, part II of the Italian Tourism Code.

# 5. PURCHASE OFFER - BOOKING

5.1. When the package travel contract is concluded, or without undue delay after its conclusion, the organizer or retailer must provide the traveler with a copy or confirmation of the contract on a durable medium.

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5.2 Where the contract is concluded in the simultaneous physical presence of the parties, the traveler must be provided with a paper copy of the package travel contract.

5.3. Where an off-premises contract is concluded, as defined in Article 45, paragraph 1, subparagraph h) of the Italian legislative decree no. 206/2005, the organizer or retailer must provide a copy or confirmation of that contract to the traveler on paper or, if the traveler agrees, on another durable medium.

5.4. The all-inclusive vacation contract becomes effective, resulting in the conclusion of the contract, only when the organizer sends the confirmation, even by electronic system, to the traveler.

5.5 Prior to booking, the traveler shall communicate any specific requests that are deemed to be covered by this agreement to the retailer if such requests are provided in writing in the contract and accepted by the organizer.

5.6. Travel documents (e.g. voucher) will be sent to the traveler in due time before the departure and the traveler shall keep and bring them when travelling. In this way, travelers can use services that had been booked, together with any other document (e.g. flight tickets) that had been given by the retailer. The traveler is required to check the accuracy of information on such documents and on travel contract as well as to immediately inform the retailer of any person. The traveler must inform the organizer of the participants' personal data exactly as stated on personal identity documents.

5.7. Any excursions, services paid by travelers are unconnected with this contract. Thus, the organizer and retailer assume no liability for this fact, not even if local staff, guides or counterparts handle the booking process as a courtesy.

#### 6. BOOKING ON INTERNET PORTAL

6.1 In order to book on internet portal <a href="www.leolandia.it">www.leolandia.it</a>, the traveler must fill out the order form containing the summary of information on the essential characteristics of the all-inclusive vacation ordered and its corresponding price (inclusive all applicable taxes, with the exception of tourist taxes that shall be paid at the hotel) and payment methods that can be adopted.

6.2 Specifying the height of children when less than 89 cm with shoes at the start of the package constitutes a traveler's obligation. If it is found that a child is higher than stated at the start of the package, the provision of free ticket and accommodation will be withdrawn and the traveler will be required to pay the difference for the accommodation at the hotel and for the Park ticket.

6.3 The travel contract will be considered completed when Leolandia Viaggi sends the voucher, the travel contract, the General Conditions of Sale, the summary document of the all-inclusive vacation and all information included in the summary of commercial and contract conditions (viewed by the Client before the submission of the order form) to the electronic mail of the Client. The Client should immediately communicate, under penalty of forfeiture, any details that were inaccurately indicated in the travel contract to the Call Centre by calling the number indicated in the purchase confirmation email or by sending an email to accoglienza@leolandia.it.

6.4 Payment is due when booking is made. The failure of payment of such amount, as well as the failure of the organizer to grant remission of the amounts the traveler paid to the retailer will result in the automatic termination of contract, which must be communicated in either writing or fax or e-mail to the retailer or to the traveler's email address, if communicated. The balance of the price will be considered fully paid when the organizer receives the amounts directly from the traveler or from the retailer.

# 7. OBLIGATIONS OF THE TRAVELER

7.1. The traveler must inform the retailer and the organizer of his/her citizenship (other than Italian citizens) before the booking request. Non-Italian citizens must hold his/her passport and, if applicable, the VISA. They can find the latest information from their diplomatic missions in Italy and/or their appropriate official government channels.

7.2 Upon departure, travelers are required to have a vaccination certificate, an individual's passport and any other valid document for all countries forming part of the itinerary, as well as residence visas transit visas or any health certificates if required

visas, transit visas or any health certificates, if required.
The traveler must verify the accuracy of personal documents and of documents for children with reasonable care and due diligence.
Additionally, the traveler is required to have documents valid for expatriation according to domestic law and conventions relating to this matter. The traveler must complete the required formalities

especially considering that the retailer or the organizer are not obliged to provide visas or documents.

7.3. The traveler is required to provide the organizer or the retailer with all documents, information and evidence in his/her possession relevant to the exercise of his/her right of redress against subjects that caused or contributed to the occurrence of circumstances or events, from which the indemnity, the price reduction, the compensation or any other obligations arise. This right can also be exercised against subjects that are required to provide customer services and accommodation under other provisions if the traveler cannot return to the place of departure. Another right that the traveler can exercise is the right of subrogation against third parties liable for the damage and is responsible towards the organizer for the prejudice caused to the right of subrogation.

7.4. The traveler shall immediately notify the organizer, including through the retailer, of any lack of conformity, which the traveler perceives during the performance of the package in accordance with clause 15.

#### 8. PRICE

8.1 The price of the all-inclusive vacation is established in the contract, with reference to what is indicated in the catalogue or on the website <a href="www.leolandia.it">www.leolandia.it</a>, or in the non-catalogue/tailor-made itineraries and any updates to these catalogues or non-catalogue itineraries that may subsequently have occurred.

8.2. The price consists of: a) registration fee or handling fee; b) participation fee: published in the catalogue or in the estimate for the package that the retailer provides to the traveler; c) cost of any insurance policies against the risk of cancellation, withdrawal and/or medical expenses or other requested services; d) cost of any visas and entry and exit taxes for destination countries; e) port/airport taxes and charges.

8.3 If booking is made through the web portal <a href="www.leolandia.it">www.leolandia.it</a>, the price of the all-inclusive vacation and/or of stay and/or travel services, which are individually considered, is specified in each booking form. Unless otherwise stated, the price stated is the price per person. Any other charges the traveler shall pay, such as compulsory expenses to be paid on the spot, must be always specified in notes and in offer details. The tourist tax is not included in the all-inclusive vacation and shall be directly paid at hotel.

# 9. CHANGES, TERMINATION OR CANCELLATION OF AN ALL-INCLUSIVE VACATION CONTRACT BY THE ORGANIZER BEFORE THE DEPARTURE

9.1. The organizer can unilaterally change the terms of the contract different to the price, before the start of the package, if the change is insignificant. The organizer must inform the traveler of the change on a durable medium, including through the retailer. The change of hotel offering overnight stay is insignificant if the service is provided with respect to the classification and the kilometer distance from Leolandia Park.

9.2. Where, before the start of the package, the organizer is obliged to alter significantly any of the main characteristics of the travel services, or cannot meet the specific requirements that had been previously accepted and expressly set out in the contract, he must notify the traveler by telephone and/or e-mail of the changes and/or the subsequent change in price. The traveler may, within a reasonable period specified by the organizer together with the notification of changes but not later than 48 hours before the start of the package, accept the proposed changes or terminate the contract without paying a termination fee. In the event of termination, the organizer may offer the traveler a substitute package of an equivalent or higher quality. The notification of changes informs the traveler of the proposed changes, their impact on the price of the package, the period within which the traveler must inform the organizer of the decision. The proposed changes shall be considered accepted by the traveler if there is no communication within 2 working days.

9.3. The organizer may terminate the all-inclusive vacation contract and provide the traveler with a full refund of any payments made for the package, but is not liable for additional compensation where:

a) the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the organizer notifies the traveler of the termination of the contract within the period fixed in the contract but not later than: 20 days before the start of the package in case of trips lasting more than 6 days, 7 days before the start of the package in case of trips lasting

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between 2 and 6 days, 48 hours before the start of the package in case of trips lasting less than 2 days;

b) the organizer is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the traveler of the termination of the contract without undue delay before the start of the package.

#### 10. TERMINATION OF THE CONTRACT BY THE TRAVELER

10.1. A traveler may terminate the contract at any time before the start of the package in return for payment of the standardized termination fees (cancellation fees). In addition to the individual handling fee stated in the contract ("dossier fees"), the following fees apply:

- Up to 10 days before the start of the package, no cancellation charge will be due
- 50% of the participation fee in case of a cancellation occurring between 9 to 4 days before the start of the package; 100% of the participation fee in the event of a
- cancellation after this time.

Please note that the handling fee and any changes already made will be charged to the Client and will not be subject to refund.

10.2. It is advisable to take out insurance policies to cover the cost of termination of the contract by the traveler or the cost of assistance, including repatriation, in the event of accident, illness or death. Depending on the selected package, the organizer shall inform the traveler of the optional or compulsory signing of such insurance policies. The occurrence of an inability by the traveler to have the holiday does not justify the termination of the contract without penalties, provided for by law around objective circumstances in the country of destination, since the traveler can obtain protection against the financial risk associated with cancellation of the contract by taking out a suitable insurance policy, where not obligatorily provided for by the organizer.

10.3. Termination fees shall not be applied in situations provided for by previous clause 9, paragraph 2. In the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and which significantly affect the performance of the package or the carriage of passengers to destination, the traveler may terminate the all-inclusive vacation contract before the start of the package without paying any termination fee. Additionally, the traveler is entitled to a full refund of any payments made for the package but is not entitled to additional compensation.

10.4. Where an off-premises contract is concluded, as defined in Article 45, paragraph 1, subparagraph h) of the Italian Consumer Code, the traveler is entitled to terminate the all-inclusive vacation contract within a period of five days from the date of conclusion of the contract or from the date of receiving the contractual conditions and preliminary information, if later, without penalty and without giving any reason. In case of offers at significantly reduced prices compared to current offers, the right to terminate is excluded. In the latter case, the organizer shall provide evidence of the alteration of the price by properly highlighting the exclusion of the right to terminate the contract.

# 11. CHANGES AFTER THE DEPARTURE

11.1. Where during the execution of the contract, the organizer is unable to provide a significant proportion of the travel services as agreed in the package travel contract, owing to circumstances beyond the control of the organizer, he offers, at no extra cost to the traveler, suitable alternative arrangements of, where possible, equivalent or higher quality than those specified in the contract, for the continuation of the package, including where the traveler's return to the place of departure is agreed.

11.2. The traveler may reject the proposed alternative arrangements only if they are not comparable to the arrangements that were agreed in the all-inclusive vacation contract or the price reduction granted is inadequate.

11.3. If the organizer is unable to make alternative arrangements or the traveler rejects the proposed alternative arrangements in accordance with paragraph 1, the traveler is entitled to a price reduction. In the event of failure to comply with the obligation set out in the offer itself, the clause 15.5 is applied.

11.4. Where the organizer is unable to ensure the traveler's return as agreed in the all-inclusive vacation contract because of circumstances beyond the control of the organizer, clauses 15.6 e 15.7 are applied.

## 12. TRANSFER OF THE CONTRACT TO ANOTHER TRAVELER

12.1 A traveler may transfer the all-inclusive vacation contract to another person provided that:

Leolandia Viaggi has heen informed (accoglienza@leolandia.it) no later than 12:00 noon on the third business day prior to the arrival date and has simultaneously received notice on the details of the transferee; b) the transferee satisfies all the conditions of service use, especially the requirements related to passport or equivalent documents, visas, health certificates; c) the transferee refunds all the expenses incurred for the replacement, according to the amount established by Leolandia Viaggi before the replacement.

12.2 The transferor and the transferee are jointly and severally liable for the payment of such amount and the amount referred to letter c) of this article.

12.3 With regard to some types of service, a third provider may not accept the transfer. Therefore, even in the event of a transfer made within the term referred to the previous letter a), Leolandia Viaggi shall not be liable for possible third service provider's failure to accept changes. Leolandia Viaggi shall immediately communicate such failure to the involved parties before departure.

# 13) CHANGES BY THE CLIENT BEFORE THE DEPARTURE

13.1 Any changes required by the Client after the booking acceptance do not compel Leolandia Viaggi to accept them in the event that these requirements cannot be met. In any event, any change requests imply that the Client shall pay administration fees for proceeding the change of €60.00=per booking.

13.2 Change requests include, but are not limited to: increase in number of persons sharing the same room; increase in duration of stay; change of hotel, change of type of room, change of date.

13.3 In particular, the request to add services or participants to the booking is subject to availability and involves the payment of the price available when the change request is submitted, as well as the booking change fee of €60.00=per booking

13.4 The Client can modify his departure by providing notice by email to <a href="accoglienza@leolandia.it">accoglienza@leolandia.it</a> no later than 12:00 noon on the third business arrival date (i.e.: Wednesday for the arrival on Saturday). Such change, if accepted, involves the payment of any tariff adjustment fees and of booking change fee of €60.00=per

13.5 When purchasing a package with "Holiday change Option", the first request for the package change will be free of charge, except for the adjustment fees. Booking can be changed up to 3 days prior to the arrival date and at least 5 days before December 31st 2023, after checking availability.

13.6 The park shall receive any change requests by no later than the fifth day prior to December 31st 2023. Packages and tickets that are not used by the aforementioned date cease to be considered valid and are not refundable, even if they were purchased using the "Holiday change option".

# 14. HOTEL CLASSIFICATION

The official classification of hotels is provided in catalogue or in other information material only on the basis of express and formal guidelines of the local of the country where the service is provided. In the absence of official classification recognized by the competent Public Authorities of the EU member countries, to which the service refers, the Organizer reserves the right to offer his own description of the hotel aiming to allow an assessment and subsequent acceptance of the hotel by the traveler.

# 15. ORGANIZER'S LIABILITY FOR IMPROPER PERFORMANCE OF THE ALL-INCLUSIVE VACATION CONTRACT

15.1 Pursuant to Article 42 of the Italian Tourism Code, the organizer is liable for the performance of the travel services included in the all-inclusive vacation contract, irrespective of whether those services are to be performed by the organizer, by the organizer's auxiliaries or agents when acting in the exercise of their functions, by third parties whose work the organizer may have recourse to, or by other travel service providers under Article 1228 of the Italian Civil Code.

15.2. Under Articles 1175 and 1375 of the Italian Civil Code, the traveler must immediately inform the organizer, including through the retailer and taking into account the circumstances of the case, of any lack of conformity, which the traveler perceives during the

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performance of a travel service included in the all-inclusive vacation contract.

15.3. If any of the travel services are not performed in accordance with the all-inclusive vacation contract, the organizer must remedy the lack of conformity unless that is impossible or entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected.

15.4. In accordance with Article 1455 of the Italian Civil Code, where a lack of conformity substantially affects the performance of the package and the organizer fails to remedy the lack of conformity within a reasonable period with regard to the duration and characteristics of the package, with the complaint made and characteristics of the package, with the complaint made pursuant to clause 15.2, the traveler may terminate the all-inclusive vacation contract with immediate effect and without paying a termination fee and, where appropriate, is entitled to a price reduction in accordance with clause 16.

#### 16. PRICE REDUCTION AND COMPENSATION FOR DAMAGES

16.1 The traveler is entitled to an appropriate price reduction for any period during which there was lack of conformity under clause 15, unless the organizer proves that the lack of conformity is attributable to the traveler.

16.2 The traveler is not entitled to compensation for damages if the organizer proves that the lack of conformity is attributable to the traveler or to a third party unconnected with the provision of the travel services included in the all-inclusive vacation contract and is unforeseeable or unavoidable or due to unavoidable extraordinary circumstances.

16.3 In so far as the international conventions binding Italy or the European Union limit the extent of, or the conditions under which compensation is to be paid by a provider carrying out a travel service that is part of a package, the same limitations are to apply to the organizer.

16.4 Under Leolandia Viaggi's package travel contract, the organizer is not obliged to pay compensation as long as that limitation does not amount to less than three times the total price of the package and does not apply to personal injury or damage caused intentionally or with gross negligence.

## 17. OBBLIGATION TO PROVIDE ASSISTANCE

17.1 The organizer must give appropriate assistance without undue delay to the traveler in difficulty, in particular by providing appropriate information on health services, local authorities and consular assistance and assisting the traveler to make distance communications and helping the traveler to find alternative travel arrangements.

17.2 The traveler may address messages, requests or complaints in relation to the performance of the package directly to the retailer through which it was purchased. The retailer shall forward those messages, requests or complaints to the organizer without undue delay by writing to the email address accoglienza@leolandia.it.

# 18. OBLIGATIONS OF THE RETAILER

The retailer must state its own quality and is liable only for the performance of the mandate given by the traveler through the intermediation contract, irrespective of whether the package will be performed by the retailer, by the retailer's auxiliaries or agents when acting in the exercise of their functions, by third parties whose work the retailer may have recourse to. The fulfilment of the obligations of the retailer must be assessed based on the diligence that is required to exercise the profession.

# 19. ADR \_ ALTERNATIVE DISPUTE RESOLUTION

The parties recognize the mutual obligation to preventive attempt of conciliation in accordance with the Italian Legislative Decree no. 28/2010, failing which further legal proceedings regarding the interpretation and/or execution of this agreement, including the ancillary services, will be suspended.

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