

GENERAL TERMS AND CONDITIONS OF SALE CONTRACTS FOR TOURIST PACKAGES

CONTENT OF THE SALE CONTRACT FOR TOURIST PACKAGES

General Terms and Conditions are part of the travel contract, together with the description of the travel package and the booking confirmation of the services requested by the guest/traveller. When the guest/traveller confirms the purchase of the travel package, he or she has accepted, even on behalf of those who will participate in the travel, both the present General Terms and Conditions and any other advice reported in them.

1. LEGISLATIVE SOURCES

The sale of tourist package regarding services to be provided both within national boundaries and abroad is governed - until its repeal by art. 3 of D. Leg. 79 of 23 May 2011 (the "Tourism Code") – by L.27/12/1977 no. 1084 ratifying and implementing the International Convention relative to travel contracts (CCV) signed in Brussels on 23.4.1970 – as applicable – as well as by the Tourism Code (art. 32-51) and its subsequent amendments and by the Civil code if applicable.

2. AUTHORIZATIONS

The organizer and the intermediary of the tourist package, to whom the tourist applies, must be authorized to carry out their services in accordance with the applicable administrative regulations, even regionally.

Pursuant to art. 18, paragraph VI, of the Tourism Code, the use of the company name or title in connection with the words "travel agency", "tourism agency", "tour operator", "travel broker" or other words or phrases, even in a foreign language, of a similar nature, is permitted exclusively to authorized firms, as referred to in the first paragraph.

3. DEFINITIONS

In accordance with this contract the following are understood as:

- a) travel organizer: the party who undertakes in his own name and upon lump sum payment to provide third parties with tourist packages, carrying out the combination of the elements pursuant to art. 4, offering the tourist, even by means of a system of long distance communication, the ability to carry out and acquire this combination automatically;
- b) intermediary: the party who, even on a non-professional or non-profit basis, sells or undertakes to provide tourist packages realized pursuant to art. 4, upon lump sum payment;
- c) tourist: the purchaser, the assignee to whom the tourist package is assigned, or any person, even not yet appointed, on condition that he/she complies with all the conditions required for using the service, on behalf of whom the principal contractor commits to purchase, without remuneration, a tourist package.

4. NOTION OF TOURIST PACKAGE

A tourist package is defined as follows:

"The object of a tourist package concerns travelling, holidays, and "all inclusive" itineraries, cruise tourism, resulting from the combination, in whatever and in whichever way carried out, of at least two elements indicated as follows, sold or offered for sale for a fixed sum: a) transportation; b) accommodation; c) tourist services not related to transportation or accommodation of which under art. 36 constitute for the satisfaction of the recreational needs of the tourist, a significant part of "tourist packages" (art. 34 Tourism Code).

The tourist is entitled to receive a copy of the contract of sale of the tourist package (prepared in compliance with art. 35 of the Tourism Code). The contract constitutes entitlement to the guarantee Fund referred to in art. 21.

5. COMPULSORY INFORMATION – TECHNICAL SHEET

The organizer has a technical sheet, as follows:

Diwine Tour di Nai William Diego is registered at Registro delle Imprese di Cuneo, Cod. Attività 79.11.00 – attività delle agenzie di viaggio – SCIA, Cod. Pratica NAIWLM76R30A182V-03022017-1501

Diwine Tour di Nai William Diego has stipulated a contract for its civil liability with UnipolSai, policy n. 1/33027/319/152121605.

All tours offered by Diwine Tours are listed on www.diwinetour.com and are to be considered valid until further modifications.

Prices are in Euro and are subject to currency exchange rates applied by the Bank chosen by the guest/traveller.

Tours are not subject to price adjustments.

The guest/traveller who withdraws from the contract prior to departure, with the exceptions of the hypotheses listed at first paragraph of art. 10 of the general terms and conditions, will be charged with a penalty to the extent indicated below:

withdrawal up to 11 days before the tour:50%

withdrawal from 10 to 0 days before the tour:100%

No refunds will be granted to no-show guests or those who give up during the course of the tour. Is always charged to the consumer the price of any insurance coverage, as it is non-refundable.

Excursions and services purchased by the consumer on the spot and not included in the price of the package, although illustrated and described on the website, are not part of the subject of the contract issued by Diwine Tour as organizer. Therefore, no responsibility can be ascribed to Diwine Tour, as an organizer of the services, in the event that people of our staff, escorts or local correspondents will take care of the reservation and sale of such services.

General information about foreign countries – including those relating to health and safety situations and required documentations for Italian citizens – are provided by the Ministry of Foreign Affairs through the website www.viaggiareisicuri.it or phone 06491115 and are thus publicly available. Since this information is subject to change and updates, the consumer will – by consulting these sources – verify by official means of information before proceeding in the purchase of the travel package.

6. BOOKINGS

Reservation requests should be drawn up using the proper contract form, in electronic format if applicable, filled-in in all parts and signed by the consumer who will be supplied with a copy.

The acceptance of the reservation is understood to be confirmed, and the contract effective, only when the promoter sends official confirmation, also in the form of telematic data, to the consumer through the intermediary travel agency. Before the departure the promoter will supply information concerning the tourist package, not included in the contract documents, in the leaflets and/or under different form of written advice, as regulated by art. 37, paragraph 2 of the Tourism Code. Special requests regarding the offering and/or execution of services included in the package, included special care for people with reduced mobility or special meal requests, will have to be specified prior to conclusion of the contract. In accordance with art. 32, paragraph 2 of the Tourism Code, in the case of contracts concluded at a distance or outside the premises of local businesses (as defined in art. 45 of D. Legs. 206/2005), the promoter will undertake to communicate to the registration the non-existence of the right of withdrawal as seen in art. 64 and following of the D. Legs. 206/2005.

7. PAYMENTS

The amount of the advance payment of 50% of the price of the tourist package, due upon reservation or when the binding request is presented, and the date within which, prior to departure, payment in full is due, are stated by the catalogue, the brochure or other documents.

Non-payment of the above mentioned amounts within the agreed deadlines constitutes the express termination clause which will result in legal termination of the contract by the intermediary agency and/or the promoter.

8. PRICE

The price of the tourist package is stated by the contract with reference to the catalogue or to the brochure program and to updates of the same or on the website of the agency.

It may be altered within twenty days prior to departure exclusively as a consequence of changes involving:

- transport costs for pick-ups and drop-offs in outside the area stated in the package

Official rates of exchange shall apply to such possible variations and to the above mentioned costs according to program publication date, as per date stated by the catalogue technical file, or to the date stated by any of the aforementioned updates.

9. MODIFICATION OR CANCELLATION OF A TOURIST PACKAGE PRIOR TO DEPARTURE

1. In the event that the promoter or the seller need to significantly alter one or more elements of the contract prior to departure, they must immediately inform the consumer in writing about the nature of the changes and about the consequent price difference.
2. In the case that the proposed alteration, as per paragraph 1, is not accepted by the tourist, the latter can alternatively exercise the right to reclaim the previously paid sum or to accept an alternative tourist package pursuant to paragraph 2 and 3 of article 10.
3. The consumer must communicate in writing his acceptance or refusal of the modification, within and not later than two working days from the moment he is notified of the said increase or modification. In the absence of any such express communication within such period, the proposal is considered to have been accepted.
4. If the organizer cancels the tour prior to its departure for whichever reason, except those imputable to the guest/traveller, the latter will be entitled to receive a refund, within law terms, equal to the price paid for the tour.
5. There will be no refund if cancellation of the tour depends on failure to reach the minimum number of participants, force majeure or fortuitous events.
6. For cancellations different from those caused by force majeure, by fortuitous events or by failure to reach the minimum number of participants, as well as by those different from the consumer's non-acceptance of the offered alternative tourist package, the promoter who cancels (art. 33 letter E Consumer Code) shall return to the consumer an amount equivalent to double the sum that the latter previously paid to the promoter through the travel agent.
7. The amount to be returned cannot exceed the double of the amount that would be owed on the same date by the tourist to the promoter, as per art.10 paragraph 4, in the event he/she cancelled.

10 – CONSUMER WITHDRAWAL

1.The consumer can withdraw from the contract, without paying any penalties, in the following situations:

- price increase as set out in article 8 above where the said increase is greater than 10%;
- significant modification of one or more contract elements that can be considered essential in terms of the enjoyment of what has been booked overall, and proposed by the organizer after signing the contract but before departure and not accepted by the consumer.

In such cases, the consumer has the right to

- receive an alternative package, without any supplementary price increase or with the reimbursement of any price difference where the second package has a lower value than the first;
- request reimbursement of the part of the price that has already been paid. This refund must be made within law terms.

2.The consumer who withdraws from the contract prior to departure in cases not listed before, will be debited (regardless of the advance payment referred to in article 7) cancellation penalties stated above.

11. MODIFICATIONS AFTER DEPARTURE

Should the promoter, after the departure, be unable to supply an essential part of the services listed for whatever reason, except for ones depending on the tourist, he/she must arrange for alternative solutions, without increase of price for the contracting party and, should the performances supplied be of lower value compared to those foreseen, refund him/her the difference.

In the case that an alternative solution is not possible or if the solution proposed by the promoter is rejected by the consumer due to serious and justified reasons, the promoter shall supply him/her, without any price increase, with a means of transport equivalent to the one originally foreseen for returning to the place of departure or to any different place agreed upon, according to the carrier's availability of means and places, and will refund him/her the difference between the cost of the foreseen services and that of those supplied up to the moment of early return.

12. SUBSTITUTIONS

1. A tourist who decides to withdraw from the contract may ask another person to substitute him/her on condition that:

- a) the promoter is informed in writing at least 4 working days prior to the scheduled departure date, receiving at the same time information explaining the reasons of the substitution together with the personal details of the assignee;
- b) that the assignee meets all the conditions for benefiting from the service (ex art. 39 Tourism Code), in particular the requirements relative to passport, visa and health certificates;
- c) that the services themselves, or other replacement services, can be provided in the case of substitution;
- d) that the substitute refunds the promoter for all extra expenses borne to perform the substitution, which will be communicated to him/her prior to assignment.

The assignor and the assignee are jointly responsible for the payment in full of the amount corresponding to the price, as well as for the amounts as set forth in letter d) of this article.

Following art. 944 of the Navigation Code, the variation will be possible only under the consensus of the carrier.

2. In any case, the tourist who request any variation to a closed practice, provided this variation is possible and accepted, will pay all related costs.

13. CONSUMER OBLIGATIONS

1. During the negotiations, and at any rate before the completion of the contract, Italian citizens are provided with general written information – valid when the catalogue was published – relative to the health obligations and to the documentation necessary for expatriating.

2. Regulations regarding the expatriating of children are clarified by Polizia di Stato - <http://www.poliziadistato.it/articolo/191/>.

3. Foreign citizens must apply for equivalent information through their diplomatic representatives based in Italy and/or through their official government information channels. In any case, tourists must, prior to departure, ensure such information is valid with an enquiry addressed to the relative enforcement bodies (for Italian citizens the local Police Headquarters or the Department of Foreign Affairs – website www.viaggiasesicuri.it – Call Centre tel. no. 06.491115), acknowledging any change prior to the trip. The seller or the promoter shall not be liable for failed departure of one or more tourist in the case that such check is not performed.

4. Tourists must inform the seller and the promoter about their citizenship and, on departure, finally check that they are carrying their vaccination certificates, their own passport and any other document valid in all the Countries included in the itinerary, as well as the stay and transit visas, and any required health certificates.

5. In addition, in order to assess the degree of the health conditions and the level of safety of the Countries of destination, and hence the objective usability of the services already purchased or to be purchased, the tourist must (using the sources of information listed in paragraph 2) refer to the Department of Foreign Affairs for general official information stating if the destinations are formally currently unadvisable.

6. If destination is not recommendable for security reasons, by institutional information channels, at time of booking, the traveller, who decides to exercise the withdrawal after confirmation will not be able to claim for cancellation nor refund.

7. Tourists must also comply with the rules of common sense and due diligence, as well as with the specific rules currently in force in the destination countries of the trip, with all the information supplied by the promoter, and with the administrative and legislative regulations and provisions pertaining to the tourist package. Tourists are liable for all the damages which may affect the promoter and/or the seller, also due to non-compliance with the above mentioned obligations.

8. The tourist must supply the promoter with all the documents, information and elements in his/her possession useful for enabling the latter to exercise the right of subrogation against third parties, responsible for the damage, and will be held responsible towards the promoter for being detrimental to the right of subrogation.

9. At the moment of booking the tourist must also inform the promoter about any specific request which might be object of special agreements involving the terms of the trip, on condition they are feasible.

10. The tourist must always inform the Seller and the Promoter about any personal specific requirement or condition (pregnancy, food intolerance, disability, etc...) and clearly specify his/her request for relative customized services.

14 – HOTEL CLASSIFICATION

The official classification of hotels is provided in the catalogue or other informative material only on the basis of explicit and formal indications by the competent authorities of the country in which the service is provided. In the absence of official classifications recognized by competent public authorities of countries members of the EU where the service is provided, the organizer reserves the right to provide a catalogue or brochure in its description of the structure in order to permit an evaluation and subsequent acceptance thereof by the consumer.

15 – LIABILITY

The organization responsible for damages caused to consumers due to the total or partial performance of the contract, whether these are performed by him or by third party service providers, unless he proves that the event was caused by the consumer (including initiatives undertaken by the latter during the execution of tourist services) or by circumstances beyond the provision of services under the contract, by accident, force majeure or circumstances that the organizer could not according to the professional diligence reasonably foresee or resolve. The seller from whom the booking has been made of the tourist package is not liable in any way for the obligations arising organizing the trip, but is responsible exclusively for the obligations arising from the quality of its intermediary and in any case within the limits provided for such liability under the current rules in the field, art. 50 and 46 Cod.Tur.

16 – COMPENSATION LIMITS

Compensation for damages cannot be greater than the limits set out in articles 94 and 95 of the Consumer Code.

17 – ASSISTANCE OBLIGATION

The organizer is obliged to lend the necessary assistance to the consumer imposed by the professional standard of care only in respect of obligations at its own expense required by law or contract. The organizer and the seller are exempt from their responsibilities

(Articles. 15:16 of these General Conditions), when the failure or improper performance of the contract is attributable to the consumer or is dependent on a third party to unforeseeable or unavoidable, or was caused by a fortuitous event or force majeure.

18 – COMPLAINTS

Any failure in the contract must be contested by the consumer without delay so that the organizer, his local representative or assistant can remedy the situation promptly. Otherwise it cannot be denied the breach of contract. The consumer must – on pain of forfeiture – complaint by sending a registered letter with acknowledgment of receipt to the organizer or seller, not later than ten working days from the date of return to the place of departure.

19 – INSURANCE AGAINST CANCELLATION AND REPATRIATION COSTS

If not expressly included in the price, it is possible, and rather recommended to stipulate at the time of booking with the organizer or the seller a special insurance policy against the costs deriving from the cancellation of the package, accidents and baggage damages. It will also be possible to conclude a service contract that covers repatriation costs in the event of accident or illness.

20 – GUARANTEE FUND

The National Guarantee Fund (article 100 Cons. Cod.), set up to protect consumers, covers the following if bankruptcy is declared by the seller or organizer:

- reimbursement of the price paid;
- repatriation relative to trips abroad.

The Fund guarantees immediate availability of money in cases involving forced re-entry of tourists from non-EU countries due to emergencies that may or may not be due to the behaviour of the organizer. The Fund mechanisms are set out in President of the Council of Ministers Decree 23/07/99, no. 349.

ADDENDUM

GENERAL TERMS AND CONDITIONS OF SALE OF SINGLE TOURIST SERVICES

A) REGULATORY PROVISIONS

The contracts for the supply of the only transport, accommodation or any other separate tourist service cannot be configured as a case in point of travel or tourist package, are governed by the following provisions of the CCV: art. 1, n. 3 and n. 6; Articles. 17 a23; Articles. 24 to 31, with regard to provisions other than those relating to the organization contracts and other agreements concerning the sale of a single service contract.

B) CONDITIONS OF CONTRACT

These contracts are also subject to the following clauses of the general conditions of contract for the sale of packages above: art. 6, paragraph 1; art. 7, paragraph 2; art. 13; art. 18; art. The application of these clauses does not determine the configuration of the relevant contracts as a tourist package. The terminology used in said clauses regarding contract for tourist package (organizer, travel, etc..) Can be understood with reference to the corresponding figures of the contract of sale of individual tourist services (seller, stay, etc..).

Compulsory notification pursuant to art. 17 of Law n. 38/2006: The Italian law punishes with imprisonment for offenses relating to child prostitution and child pornography, even if committed abroad.