

Special contractual conditions Incentives (as of April 2019)

The following travel conditions are accepted by the customer upon booking and are therefore part of the incentive travel contract concluded with ITALIAPLUS Travel & Events GmbH, Biebricher Allee 177, 65203 Wiesbaden, Germany. The travel conditions supplement the ITALIAPLUS Event General Terms and Conditions, the statutory provisions of Sec. 651a - y BGB (*Bürgerliches Gesetzbuch* - German Civil Code) and Art. 250 and 252 EGBGB (Introductory Act to the German Civil Code) and regulate the legal relationship between you and us with regard to the travel services in addition to the present Event General Terms and Conditions.

I. Conclusion of contract

1. The contract is concluded at the point in time at which ITALIAPLUS receives the written declaration of acceptance from the customer. A letter of confirmation from ITALIAPLUS to the customer only serves to confirm the conclusion of the contract and the receipt of the declaration of acceptance by the tour operator. The content of the contract results exclusively from the travel description, these general terms and conditions, the event terms and conditions and the written confirmation of registration. Deviating formulations and verbal ancillary agreements require the written confirmation of ITALIAPLUS.
2. The scope of the contractually agreed services results from the individually prepared offer. ITALIAPLUS shall notify the customer of any material deviation from the contractually agreed performance immediately upon becoming aware of such. In this case, the customer is entitled to withdraw from the concluded contract.
3. ITALIAPLUS is entitled to withdraw from the contract for good cause. Good causes are deemed to be e.g:
 - the minimum number of participants specified in the description of the customer event is not reached,
 - force majeure (e.g. force majeure, storm, strike, special natural events).

If there is a good cause, ITALIAPLUS shall inform the customer immediately. The payment made will then be refunded deduced by any service already claimed. Further claims of the customer shall be excluded.

II. Terms of payment

1. The customer can inform ITALIAPLUS in writing of any changes in the number of participants at least 72 hours before the start of the event. A maximum of 10% less than the confirmed number of participants will be accepted. In any case, the customer shall be liable for the agreed or newly agreed price after receipt of the notification, even if fewer persons than registered participate in the event. Price changes and price adjustments by ITALIAPLUS are possible at any time.

Unless otherwise agreed, the total amount is payable without deductions:

- 40% of the order value for order confirmation by Italiaplus
 - 50% of the order amount payable up to 8 weeks before the start of the journey
 - 10% of the order amount payable up to 1 weeks before the start of the journey
 - the actual additional or reduced costs incurred will be offset against the final account after the end of the journey.
2. All services which are not included in the service description shall be additionally remunerated by the customer even if ITALIAPLUS does not fall back on the services of third parties but has the respective service performed by its own employees.
 3. Prior travel will be invoiced in agreement with the customer according to daily rates plus travel expenses.
 4. ITALIAPLUS shall be entitled to charge reminder fees and customary bank default interest in the event of default in payment.

III. Cancellation

1. The customer may withdraw from the journey at any time before the start of the journey. The withdrawal has to be declared to the tour operator with an indication of the travel order number under the following address and - without exceptions - in advance via email to info@italiaplus.com. If the journey was booked via a travel agency, the cancellation can also be declared vis-a-vis this agency. In order to avoid misunderstandings, the customer is strongly advised to declare his withdrawal in writing and via email.

2. If the customer withdraws prior to the start of the journey or does not go on the journey, the tour operator loses the claim to the tour price. Instead, the tour operator may, insofar as the withdrawal is not his fault or in the event of force majeure, demand reasonable compensation for the travel arrangements made up to the time of cancellation and his expenses depending on the respective tour price.
3. The Tour Operator has phased this claim for compensation, that means taking into account the proximity of the time of withdrawal to the contractually agreed commencement of the journey as a lump sum percentage of the tour price, and taking into account expenses saved in the normal course of business and other possible uses of the travel services when calculating the compensation. The compensation shall be calculated as follows after the date of receipt of the customer's notice of withdrawal: For all **types of travel (except holiday flats/houses)**

Up to 90 days before the start of the journey 40%
from 56th day before the start of the journey 90%
from the 7th day before the start of the journey until the day of the start of the journey or in the event of non-commencement of the journey 100 %

of the travel price

For some programs, such as admission tickets or train tickets, different conditions may apply.

4. If two or more persons have booked a double or shared room together and no substitute person replaces a withdrawing participant, the tour operator is entitled to demand the full room rate or, if possible, to accommodate the remaining participants elsewhere. In the event of cancellations, scheduled flight tickets already issued or other documents issued by the tour operator must be returned, otherwise, the tour operator will have to charge the full price.
5. In any case, the customer is at liberty to prove to the tour operator that he has suffered no damage at all or considerably lower damage than the flat rate demanded by him.
6. The tour operator reserves the right to demand a higher, specific compensation by rejecting the above packages. In this case, the tour operator is obliged to quantify and substantiate the claimed compensation taking into account the saved expenses and any other use of the travel services.

IV. Performance, organization and impossibility

1. The information provided by ITALIAPLUS regarding the time and duration of the programs offered shall be for information purposes only.
2. Participation in certain programs requires a minimum of personal fitness (e.g. height, age, state of health, weight, swimming ability). These prerequisites are specified in the individual program descriptions. After successfully booking, the customer is responsible for ensuring that the particular person who is supposed to participate in the program meets the minimum requirements. A refund of the fee is excluded in the event of non-compliance with the minimum requirements.
3. Many programs take place in the open air and are subject to weather influences. If participation in a program depends on certain weather conditions, ITALIAPLUS will inform the customer of this in the program descriptions. However, ITALIAPLUS shall not be liable in such cases for expenses or damages incurred by the customer in connection with the attempted or repeated use of the program (e.g. travel expenses, accommodation, accompaniment, vacation, etc.).
4. ITALIAPLUS reserves the right to replace, if possible, certain vehicles, certain technical equipment, and techniques or certain persons who have been described and who are not available on the day of participation in the event.
5. If the execution of the program is completely or partially impeded for reasons for which the customer is responsible, ITALIAPLUS retains the right to the agreed travel/participant price. ITALIAPLUS shall, however, take that into account which it saves as a result of the exemption from performance and acquires or maliciously refrains from acquiring through other use of its labor.
6. Deviations in the programs from the agreed content of the contract, which become necessary after the conclusion of the contract and were not brought about by ITALIAPLUS against good faith, are only permitted if the deviations are not substantial and do not affect the overall design of the program. Due to the nature of the tours, changes in planned tours during the tour cannot always be ruled out. In particular, in the event of

high or low water or for other safety reasons, a replacement program may be established after consultation with the participants.

7. In case of cancellation or early departure of the booked program by the customer, there will be no refund.
8. Participants, who disturb the group dynamic in a gross way or violate the instructions of the supervisors, can be excluded from the further event after a warning. All special costs arising as a result of reasons within the person of the participant shall be borne by the participant. These costs include, but are not limited to, costs resulting from late arrival of the participant or an early return as a result of an accident for which the participant is responsible. If the organizer makes any payments in advance in the event of an acute emergency, the amounts disbursed shall be refunded immediately after the event.

V. Liability, insurance and security certificate

1. ITALIAPLUS shall only be liable for damage to persons or property caused by employees or agents of ITALIAPLUS in the event of negligent or intentional action unless mandatory statutory provisions state otherwise. Complaints that are not immediately reported to the ITALIAPLUS representative on site cannot be dealt with later.
2. The contractual liability of ITALIAPLUS for all damages and claims of the participants, which are not bodily injuries, is limited to three times the participation fee unless damage is caused intentionally or through gross negligence.
3. ITALIAPLUS shall not be liable for service disruptions in connection with services that are merely mediated as external services and which are identified as external services in the service description. Any further liability of ITALIAPLUS shall be excluded in this case. ITALIAPLUS is therefore liable for:
 - the conscientious preparation,
 - the careful selection of the monitoring of the top performers (e.g. mountain guide, trainer), Bus companies, hotel owners),
 - the proper performance of the contractually owed service.
4. For all outdoor events, please note that there is an increased risk of accident, injury, and illness. In spite of care and supervision, damages cannot be excluded. There is a residual risk which the participant has to bear himself. Within the scope of the customer events, the instructions of the accompanying staff must be followed. ITALIAPLUS accepts no liability whatsoever for participant behavior that violates the instructions. Minors may only participate if accompanied by a parent or guardian. Each participant is responsible for his or her own health and physical ability to meet the requirements. Furthermore, ITALIAPLUS is not liable for lost or damaged clothing, electrical devices or other personal items. ITALIAPLUS is not liable for the subjective success or for the weather.
5. ITALIAPLUS has concluded an insolvency insurance to secure customer deposits. A corresponding security note will be handed over to the customer together with the travel confirmation.
6. The participant is otherwise not insured by ITALIAPLUS. ITALIAPLUS strongly recommends the conclusion of travel health insurance as well as insurance to cover the repatriation costs in case of an accident or illness or a complete travel insurance package. The respective insurance conditions of the insurance company apply. ITALIAPLUS is only an agent for these services. The customer is insured against accidents by the individual transport companies (e.g. airlines) in accordance with the applicable regulations.

VI. Mediation of external services

1. If ITALIAPLUS mediates individual travel services expressly on behalf of third parties, such as flights only, congresses, concerts, sports, theatre events, excursions, safaris, ferry transport, guided tours, special events, bus tours, hotel stays for self-drivers, scheduled transport, rental cars, etc., the conclusion of the travel contract and its content shall be governed by the respective terms and conditions of the contractual partner (service provider) of the customer.
2. Information on brokered services provided by third-party service providers is based exclusively on their information provided to ITALIAPLUS and does not represent an assurance of ITALIAPLUS to the customer. ITALIAPLUS shall not be liable for defaults in performance in connection with services which are merely mediated as external services (e.g. concerts, theatre performances, sporting events, rental cars, etc.) and which are expressly identified as external services in the travel description and the booking confirmation, stating the

mediated contractual partner, ITALIAPLUS shall also not be liable for the participation of ITALIAPLUS' own personnel tour guide in these special events.

3. ITALIAPLUS is obliged in accordance with EU Regulation 2111/2005 to inform the customer of the identity of the operating airline at the time of booking. If a performing airline has not yet been determined at the time of booking, you must first be informed of the identity of the probable performing airline. As soon as the identity is finally established, the customer will be informed accordingly. In the event of a change of the operating airline after booking, the customer will be informed of the change as soon as possible. The list of airlines subject to an operating ban in the EU (blacklist) can be found on the following website: <http://www.eu-info.de/leben-wohnen-eu/schwarze-liste-flugzeugesellschaften/>.

VII. Other

1. ITALIAPLUS welcomes the participation of people with disabilities in the offered customer events but points out that in this case participation may be difficult or impossible. ITALIAPLUS, therefore, asks you to inform us when placing your order about any existing disabilities of a participant. ITALIAPLUS will then endeavor to find individual solutions in cooperation with the contractual vicarious agents.
2. The customer undertakes to inform his travel participants accordingly that they will treat nature with care and pay attention to cleanliness. The customer undertakes to comply with the provisions of the landscape protection laws and regulations on lakes and rivers and to instruct his passengers to use only the permitted entry and exit points, rest areas and overnight accommodations about which he has been informed by ITALIAPLUS.

VIII Passport, Customs, Visa, foreign exchange and Health Regulations

1. ITALIAPLUS is responsible for informing citizens of the EU member state in which the journey is offered about passport, visa and health regulations and any changes to them before the journey begins. Citizens of other countries should enquire their respective embassies/consulates.
2. ITALIAPLUS shall not be liable for the timely issue and receipt of the necessary visa by the respective diplomatic representation if the customer has commissioned him with the acquisition unless the ITALIAPLUS is responsible for the default. In order to obtain a visa etc. from the relevant authorities, one must expect an approximate period of about eight weeks.
3. The customer is responsible for compliance with all regulations that are important for the performance of the journey. All disadvantages, in particular, the payment of cancellation costs arising from non-compliance with these regulations, shall be borne by ITALIAPLUS, unless they are caused by culpable misinformation or non-information on the part of ITALIAPLUS.
4. The customer shall find out for himself whether the travelers need a passport for the transport or the identity card is sufficient. The passport or identity card must be valid for the duration of the journey. Children need their own travel documents.
5. Customs and foreign exchange regulations are very strict in various countries. The customer should inform himself exactly about this and follow the regulations absolutely.
6. Some countries require certain vaccination certificates, which can not be younger than 8 days and not older than 3 years (smallpox) or 10 years (yellow fever). Such vaccination certificates must also be presented to German authorities if you return from certain countries (e.g. Africa, Middle East).

IX. Data protection

1. The collection and processing of all personal data are carried out in accordance with the European legal data regulations. The personal data provided by the customer to ITALIAPLUS will be electronically processed and used to the extent necessary for the execution of the contract.
2. Data transfer to government agencies or authorities is only carried out within the framework of valid legal provisions. The US customs authorities have required all airlines by law to provide flight and reservation information for each passenger. These data are used by the USA customs authorities exclusively for security purposes.
3. You can find further information on how we handle your data in our privacy policy under <https://italiaplus.com/privacy-policy.html>.

X. Final provisions

1. Should one or more provisions of the contract be or become invalid, this shall not affect the validity of the remainder of the contract. The ineffective provision shall be replaced by the parties to the contract by an effective provision that corresponds to the economic sense and purpose of the contract.
2. This agreement and the entire legal relationship between the contracting parties are subject to the law of the Federal Republic of Germany.
3. The exclusive place of jurisdiction for all disputes arising directly or indirectly in connection with this contract - to the extent permissible – shall be the Local Court or the Regional Court of Düsseldorf (*Amtsgericht* or *Landgericht Düsseldorf*), irrespective of which of the two contracting parties brings an action.