



# “TheWowFactor” General Terms and Conditions of Sale for Travel Packages

## Introduction and extract

**THIS IS AN IMPORTANT AND LEGALLY BINDING DOCUMENT.  
PLEASE READ THIS DOCUMENT CAREFULLY AND IN ITS ENTIRETY.**

- This Contract describes the terms and conditions that will apply to the relationship between the guest/traveller and the Tour Operator “High End Leisure S.r.l.” and/or authorized Travel Agents or Travel Agencies with respect to the travel packages branded “TheWowFactor” covered by this Agreement.
- **General Terms and Conditions “GTC”** are part of the **Travel Contract**, together with the description of the travel package (hereinafter referred to as the “**Technical Supplement**”) and the “**Booking Confirmation Letter**” given to 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, the Technical Supplement, the Booking Confirmation Letter and any other advice reported in them.
- At the time of signing the contract the traveler is also given the standard information form as per Annex A of Legislative Decree 62/2018.
- Except as otherwise expressly provided herein, this Agreement supersedes any other written or oral representations or agreements relating to the subject matter of this Agreement but excluding the terms of the Italian Government Decree No 79/2011 of 23.05.2011 (hereinafter referred to as the “**Tourism Code**”).
- In the event of a direct conflict between a provision of this **Travel Contract** and a provision of the **Tourism Code**, the Tourism Code controls.

### **MANDATORY TERMS**

**The “General Terms and Conditions”, the “Technical Supplement”, the Travel Contract, and the Booking Confirmation Letter are written in Italian language and then translated into English language. The translation from Italian text to English text is provided as a matter of courtesy only in respect of the foreign tourists, but – in case of disputes – you specifically agree that the Italian text prevails.**

**The relationships between the guest/traveller and the Tour Operator and/or authorized Travel Agents or Travel Agencies, with respect to the travel packages branded “TheWowFactor” covered by this Agreement, are governed by the Italian Laws.**

- Any reference to the singular word "traveler" is also intended to be extended to the plural. Any reference to the masculine means extended to the feminine and vice versa.
- The tour operator reserves the right to modify and update, without prior notice, these GTC General Terms and Conditions through online publication at [www.thewowfactor.it/generalterms/](http://www.thewowfactor.it/generalterms/).



THE WOWFACTOR™

# General Terms and Conditions of Sale for Travel Packages

These General Conditions have been drafted and prepared by **High End Leisure srl** (henceforth called "**tour operator**" or "**Organizer**"), with Registered Offices in 20123 Milan Corso Magenta 82 and Operational Offices in 20136 Milan Via Col di Lana 6 and in 30172 Venice Mestre Via Carducci 13/a Italian VAT IT10329460967, registered with the Chamber of Commerce of Milan to the n. REA MI - 2523226 e-mail: [info@thewowfactor.it](mailto:info@thewowfactor.it), tel. +39 02 87165553, fax +39 02 56562325 website [www.thewowfactor.it](http://www.thewowfactor.it) in the person of the legal representative Mr. Roberto Stagnetti, who carries out the activity of Travel Agency and Tour Operator, under the Authorization of the Metropolitan City of Venice on 27.07.2018 to the number 2420/2018; RCT Professional for € 30,000,000.00 (€ 30 million) covering the risks of Travel Cancellation, Baggage and Preziosi, Emergency Medical Assistance and Transport with repatriation, medical assistance and other stipulated with the company Allianz SpA Polizza n ° 78624793 of 20.07.2018 (in accordance with articles 47 and following of the Tourism Code) and including coverage of US and Canadian territories.

Since the General Terms and Conditions of the contract are appropriate from time to time based on the evolution of the relevant legislation, customers are advised to check the version of the General Contract Conditions applicable at the time of booking, as published on the web page [www.thewowfactor.it/generalterms/](http://www.thewowfactor.it/generalterms/) or at the Travel Agency or the Brokers.

## 1. Definitions

**1.1.** For the purposes of this contract we intend to:

- a) "**tour operator**" or "**Organizer**" the trader who combines tour packages and sells them or offers them for sale directly or through or together with another professional, or who transmits the data relating to the traveler to another professional in accordance with the provisions of 'art.33, letter c), n. 24) of the Tourism Code
- c) "**traveler**" or "**customer**" or "**tourist**" anyone who intends to conclude or stipulate a contract or is authorized to travel on the basis of a contract concluded by others or transferee of another's contract, provided that he satisfies all the conditions required for use of the service.
- d) "**travel agent**" or "**broker**" means the professional other than the Organizer who, with the prior authorization of the same, sells or offers for sale combined packages from the first.
- e) "**group travel**" means a travel contract concluded between the Organizer and a number of at least 6 (six) persons through a single reservation.

## 2. Content of the Contract and applicable discipline

**2.1.** These General Conditions regulate the buying and selling of tourist packages, identified with the brand "TheWowFactor", between the tour operator High End Leisure S.r.l. and the final customer (hereinafter called "**traveler**" or "**customer**" or "**tourist**"), who expressly declares that the conclusion of the contract is for personal purposes, such that can not be attributed to one's own commercial activity, business, handicraft or in any case of professional activity.

**2.2.** In addition to the **General Conditions** that follow, the description of the tourist package included in the catalog, in the brochures or leaflets provided by the tour operator as well as the separate travel program prepared by it (so-called "**Technical Supplement**") and also the "**Booking Confirmation Letter**" of the services requested by the traveler are an integral part of the travel contract.

**2.3.** In addition to the present general conditions, the tourist package sale contract is also governed by any additional conditions contained in the documents referred to in the previous point.

**2.4.** This contract will also be governed by Italian law in compliance with the mandatory regulations applicable to the protection of consumer rights (Directive No. 90/314 / EEC and Legislative Decree 6 September 2005 No. 206), the Code of State issue of tourism regulation and market (Legislative Decree 23 May 2011 No. 79, hereinafter referred to as "Tourism Code", as amended by Legislative Decree 21 May 2018 n.62), by Law n ° 1084/1977 of 27 December 1977, ratification and execution of the International Convention



relating to the travel contract (CCV), signed in Brussels on 23 April 1970, as well as, as applicable, by national and international regulations relating to the individual services that make up the tourism package.

**2.5.** The individual clauses of these general conditions must be considered independent of each other; the total or partial invalidity of a single clause or paragraph will not result in the invalidity of any other clause or paragraph of these general conditions of contract.

**2.6.** Further legislative provisions whose implementation should intervene *ex post* with the amending/abrogating effects of the contract conditions set out below will be made known online through publication on the Tour Operator's website at [www.thewowfactor.it/generalterms/](http://www.thewowfactor.it/generalterms/).

**2.7.** In signing the offer for the purchase and sale of a tourist package, the traveler gives read and accepted (for himself and for the subjects for whom he requests the all-inclusive service) these general conditions of contract, as well as any and all further clauses, information and warnings given in the documentation referred to in point 2.2. The translation in English has been carried out as an act of pure courtesy towards foreign travelers, but it is intended that - in case of doubtful interpretation - only the Italian text prevails.

### **3. Conclusion of the contract**

**3.1.** The travel contract is concluded with the acceptance, by the Organizer, of the reservation request received from the client (**Proposal for the purchase of a package/tourist service**) which must be drafted on a specific contractual model (possibly also on an IT support), completed in its entirety and signed by the customer, who will receive a copy from the Organizer or from the seller.

**3.2.** Acceptance is subject to the availability of seats and it is intended to be finalized, with the consequent conclusion of the contract, only when the Organizer sends the corresponding **Booking Confirmation Letter** (also via electronic system), directly to the client or at the travel agency and / or intermediary broker, who will take care of the delivery to the traveler; in any case, acceptance is subject to the condition of suspension of payment by the traveler of the required deposit as per the following art. 4.1.

**3.3.** The tourist package contract or the Booking Confirmation Letter show the entire contents of the agreement between the parties, as well as any specific requests of the traveler accepted by the Organizer. The same documents also report all the information required by articles 34 and 36 of the Tourism Code.

**3.4.** For the sole purposes related to the execution of the contract the traveler will provide, at the time of booking, a valid e-mail address to which all the official communications of the Organizer will be sent. It is therefore intended that such communications are received by the traveler by simply sending it by mail to the mailbox indicated by him/her.

**3.5.** All prices are shown in Euros and include Italian VAT.

**3.6.** The tourist packages sold online ("online") are intended, for all legal purposes, offered for sale in Italy and the related contracts concluded in Italy and are subject to the specific rules applicable to them under the Consumer Code (D.lgs Decree 206/2005).

**3.7.** At the time of conclusion of the contract or, however, as soon as possible, the Organizer or seller, provides the traveler with a copy or confirmation of the reservation on a durable medium. The traveler is entitled to a hard copy if the tourist package has been stipulated at the same time the physical presence of the parties. In the case of contracts negotiated away from business premises or remotely, as defined in art.45, c.1, lett. h) of the Consumer Code, the copy of the contract, or the booking confirmation letter, is provided on paper or, if the traveler consents, on another durable medium.

**3.8.** The Travel Agency and/or the broker, in possession of a regular license, act as intermediaries and can issue to the traveler a copy of the booking confirmation only after having received it from the Organizer and without prejudice to the suspensive condition referred to in the previous art. 3.2..

**3.9.** In the case of a single booking made for more than one subject listed in the reservation, the person making the reservation guarantees to have the necessary powers on behalf of such subjects and in any case guarantees compliance with all the contractual obligations also by the other persons indicated in the reservation, who remain jointly and severally obliged with the subscriber to pay the price.

**3.10.** For minors, reservations must be made by the parental authority or by other adults with the necessary powers and will be accepted only if the minor travels accompanied by at least one of the parents or another subject of age who assumes all responsibility in this regard.



In any case, for minors who are traveling unaccompanied by a parent or other legal guardian, all the informations necessary to establish direct contact with the child or with the child's manager in his/her place of stay must be provided.

**3.11.** It is the responsibility of the traveler to inform the Organizer at the time of conclusion of the contract of any physical or psychological illness or disability, which may require special forms of care or assistance. It is also the responsibility of the traveler, before the conclusion of the contract, to obtain extensive and detailed information on the health and safety situation in the places affected by the trip; the conclusion of the contract implies the knowledge of these conditions and the acceptance of any risk factors connected to them.

**3.12.** Special requests on the methods of delivery and/or execution of certain services included in the package, including (but not limited to) the following services:

- general assistance (during the use of the whole package) of people with reduced mobility,
- assistance at the airport for people with reduced mobility,
- special meals (intolerances and / or allergies) on board or at vacation spots,

they must be advanced during the booking request and must be the subject of a specific agreement between the traveler and the Organizer, through the travel agency or authorized broker.

**3.13.** Any other request or need to change the program that intervenes by the customer after confirming the reservation requires written confirmation from the tour operator.

**3.14.** The Organizer reserves the right to derogate from the present general conditions in relation to particular categories of contracts (such as groups or "incentives" or "tailor made"), or promotional offers, for which the terms and conditions will apply. specifically indicated.

#### **4. Payments**

**4.1.** When signing the purchase offer for the tourist package, the traveler must pay

- a) the registration fee or practical management (see following paragraph 5);
- b) a deposit equal to 40% of the price of the package published in the catalog or in the quotation of the package provided by the Organizer.

**4.2.** The balance of the price must be paid within 30 (thirty) days before the departure of the tour, on the date published by the Tour Operator in its catalog or on the website, or in the Booking Confirmation Letter of the requested tourist service/package.

**4.3.** For contracts stipulated less than 30 days before departure, the entire amount must be paid upon signing the booking request, in a single solution and according to the methods indicated by the Organizer; any subsequent non-acceptance of the reservation request, and therefore the failure to complete the contract, will result in the Organizer being obliged to return the already received price, without any additional charge.

**4.4.** Payments made at the hands of the Travel Agency and / or brokers will only be considered finalized when the sums actually reach the Organizer.

**4.5.** All payment terms are to be considered essential and therefore the failure to make the balance of payments referred to above and / or the non-receipt of amounts by the Organizer in the aforementioned terms constitutes non-fulfillment subject to the termination clause of the contract, such as to determine the termination of rights pursuant to art. 1456 of the Italian Italian Civil Code, subject to compensation for damages suffered by the Organizer.

**4.6.** All payments must be made by bank transfer to the following coordinates: Banco BPM Spa; Branch 035 Venezia Mestre; ABI 05034; CAB 02000; account no. 000000012885; IBAN: IT63 P 05034 02000 000000012885; BIC / SWIFT: BAPPIT21035; the related transfer costs are charged to the traveler.

**4.7.** In the event that the traveler chooses to make the payment by credit card the final price will be increased by 3% (three percent). The balance and any penalties applied for the hypothesis of early withdrawal of the same will be automatically debited on the card within the dates indicated in the reservation. The traveler can ask for the cancellation of the automatic debit at the time of booking or, subsequently, by contacting the tour operator directly.



**4.8.** Once the payment has been made, the traveler must send an accounting copy, attesting the payment, by fax (+39 02 56562325) or in PDF format via e-mail ([payments@thewowfactor.it](mailto:payments@thewowfactor.it)).

**4.9.** The documents and tickets will be delivered to the customer only after payment of the total price balance and against the corresponding payment confirmation.

## **5. Price**

**5.1.** The price of the tourist package is determined in the contract and is inclusive of what is expressly indicated in the catalog or in the off-catalog program, in the Proposal for the purchase of a package and in the related Booking Confirmation Letter or on the Organizer's website.

**5.2.** The price consists of:

1. registration fee or practical management fee (equal to € 300.00/three hundred euros);
2. participation fee;
3. cost of any optional insurance policies against the risks of cancellation and/or medical expenses or other services requested;
4. cost of any visas and fees for entry and exit from the destination half of the holiday;
5. airport and/or port charges and taxes;
6. anything else expressly indicated.

**5.3.** After the conclusion of the contract, the price can be increased to a maximum of 8 percent and only as a consequence of changes concerning:

- a) the price of passenger transport based on the cost of fuel or other energy sources;
- b) the level of taxes or fees on tourist services included in the contract imposed by third parties not directly involved in the execution of the package, including landing, disembarkation and embarkation fees in ports and airports;
- c) exchange rates relevant to the package.

**5.4.** The variation of the package price will be equal:

- in the hypothesis (a) to the difference between the cost of transport calculated according to the parameters indicated in the technical sheet of the contract at the time of publication of the program, or on the date of any updates published on the Organizer's website, and the one in date of departure;
- in the hypothesis (b) to the whole amount of the increase of rights and taxes;
- in the hypothesis (c) the difference between the exchange rate prevailing on the date of publication of the program, as reported in the technical sheet of the catalog, and the exchange rate in force on the date of departure.

**5.5.** In the event of a decrease in the costs referred to in the previous hypotheses (a) and (b) with respect to the amount outstanding at the date of publication of the program, the traveler will be entitled to a reduction in the corresponding price; any reduction in the exchange rate, referred to in the previous hypothesis (c), compared to the current date of publication of the program, will give the right to a corresponding reduction of the price only within the limits and for the part of expenses that still have to be incurred from the Organizer for the execution of the travel package, even if the same must be supported for tourist services included in the contract and provided by third parties not directly involved in the execution of the package. In the hypothesis sub (c), therefore, the part of expenses already incurred by the Organizer to implement the contract will not be counted for the purposes of any reduction in the price in favor of the traveler, as they are already subject to previous exchange rates.

**5.6.** In case of price reduction, the Organizer has the right to deduct the administrative and management costs of the reimbursement procedures, for which he is obliged to provide proof at the request of the traveler.

**5.7.** If the price increase referred to in this paragraph exceeds 8 percent of the total price of the package, article 40, paragraphs 2, 3, 4 and 5 of the Tourism Code applies (amendment of other conditions of the contract of tourist package), as mentioned in the following paragraph 6 (Modification or cancellation of the tourist package before departure).





**5.8.** In any case, any price increase will be reported with a special notice sent to the traveler at the email address provided by the latter at the time of signing the contract, together with the justification of this increase and the calculation methods, at least twenty days before start of the package.

**5.9.** The Organizer reserves the right to expressly exclude any price increase from his travel contract; in this case no right to a price reduction can be claimed by the traveler for the reasons mentioned above.

## **6. Modification or cancellation of the tourist package before departure**

**6.1.** Without prejudice to the provisions of the previous paragraph for the case of price increase, the Organizer expressly reserves the right to make unilateral changes to the contract before departure, provided they are of minor importance and related to services not specifically requested by the traveler, as well as granted by article 40 of the Tourism Code, paragraph 1, without prejudice to the duty to promptly notify the traveler.

**6.2.** If, before departure, the Organizer is in need of significantly modifying one or more main characteristics of the tourist services referred to in the contract signed between the parties, or can not satisfy the specific requests of the traveler that the same Organizer has already accepted at the time of confirmation of the booking, or propose to increase the price of the package by more than 8 percent, in accordance with the provisions of the previous paragraph, the Organizer will immediately notify the traveler in writing, either directly or through his intermediary, indicating the type of modification and the variation of the price that follows and informing him, also, of the possibility of accepting the proposed modification or of withdrawing from the contract without paying withdrawal expenses; the traveler must communicate his/her choice to the Organizer or to the intermediary within 3 (three) working days from the moment in which he/she received the notice referred to above; in the absence of communication by the traveler within the aforementioned term, the modification proposal formulated by the Organizer is understood to be accepted without reservation.

**6.3.** If the traveler decides to withdraw from the contract, the same will have the right to take advantage of another package of equivalent or superior quality, where the tour operator is able to offer it, or to be reimbursed, in accordance with the law, all payments made by or on behalf of the traveler himself, without prejudice to the application of the provisions of article 43, paragraphs 2, 3, 4, 6, 7, 8 of the Tourism Code (Price reduction and compensation for damages).

**6.4.** Pursuant to Article 43, paragraph 5 of the Tourism Code (Price Reduction and Damages), compensation for any damage caused by the Organizer is expressly limited to three times the total price of the package, unless for personal injury or those caused intentionally or by the fault of the Organizer.

**6.5.** If the original contract changes lead to the execution of a lower quality or cost package, or if the replacement package offered in accordance with point 6.2 is of a lower quality or cost than the original package, the traveler has the right to obtain an adequate package reduction of the originally agreed price; the acceptance of the price reduction in the measure proposed by the Organizer must reach the latter within 3 (three) working days from the relative communication and in any case before the departure; in the absence of a response from the traveler within the aforementioned term, the price reduction proposal formulated by the Organizer is understood to be accepted without reservations; the non-acceptance of the price reduction, however, is equivalent to the non-acceptance of the replacement package, with consequent application of the reimbursement procedure referred to in point 6.3.

**6.6.** In the event that prior to departure, the Organizer, for any reason other than a fact of the traveler, informs the cancellation of the package covered by the contract, the Organizer will offer the traveler, if possible, a replacement package of equivalent value or higher than the canceled one. The traveler will have the right, alternatively, to take advantage of this replacement package or to be reimbursed within the terms and in the manner set out in paragraphs 6.2 and 6.3. If the proposed replacement package is of a lower quality or lower cost than the original contract, the traveler will be entitled to be reimbursed for the difference, pursuant to point 6.5.



**6.7.** In the event that the cancellation by the Organizer depends on the failure to reach the minimum number of participants required by the contract, or the occurrence of unavoidable and extraordinary circumstances, the traveler will only be entitled to reimbursement of the amount actually paid within the term of 14 (fourteen) working days from the time of cancellation. The same provision applies in case of non-acceptance by the traveler of the replacement package offered by the Organizer. In the other cases of cancellation, except in those due to the traveler's own fact, the Organizer will pay the traveler an additional compensation, the amount of which, added to the reimbursement of the amount already paid by the traveler, can never be more than double of the price paid and actually collected by the Organizer, including through the travel agent.

**6.8.** When the cancellation depends on the failure to reach the minimum number of people provided for in the contract, the Organizer notifies the traveler of their withdrawal within the terms set by the contract and in any case, pursuant to art.41, paragraph 5, lett. a) of the Tourism Code, not later than:

- twenty days before the start of the package for journeys lasting longer than six days;
- seven days before the start of the package for journeys lasting two to six days;
- forty-eight hours before the start of the package in the case of journeys lasting less than two days.

**6.9.** In view of the large advance with which the catalogs are published that show information on how to use the services, the times and routes of the flights indicated in the Booking Confirmation Letter may be subject to change as they are subject to subsequent validation; in any case, the Organizer will inform the customers about the identity of the actual carrier (s) and about the actual flight schedule, in the times and with the modalities foreseen by the art. 11 of the EC Reg. 2111/2005 (referred to in article 5.2 of this agreement).

## **7. Withdrawal of the Client**

**7.1.** The traveler may withdraw from the contract at any time before the start of the travel package, upon reimbursement to the Organizer of the costs of handling the file (equal to € 300.00 / three hundred euros) and any additional expenses incurred, adequate and justifiable, the amount of which provides motivation to the traveler who requests it.

**7.2.** In the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and having a substantial impact on the execution of the package or on the transport of passengers to the destination, the traveler has the right to withdraw from the contract before start of the package, paying only the costs of running the file (€ 300.00/three hundred euros), and full repayment of payments made for the package, but is not entitled to additional compensation.

**7.3.** To the traveler who withdraws from the contract before departure outside the hypotheses listed in the previous point 7.2, will be charged, regardless of the payment of the deposit:

- the individual cost of practical management (equal to € 300.00 / three hundred euros);
- any payment for insurance coverage already requested and paid to the Organizer at the time of conclusion of the contract or for other services already rendered;
- a penalty calculated according to the following scheme:
  - a. withdrawal up to 45 days before the start of the tour: 40% of the total agreed price;
  - b. withdrawal between 44 and 21 days before the start of the tour: 60% of the total agreed price;
  - c. withdrawal between 20 and 11 days before the start of the tour: 80% of the total agreed price;
  - d. withdrawal within 10 before the tour, with "no show" or tour started: 100% of the total agreed price;

**7.4.** In the case of group travel and/or trips that include the use of flights with special fares, the amount of the penalties may be defined in the contract even in derogation of the provisions of the previous point.

**7.5.** In the case of contracts negotiated away from business premises, the traveler has the right to withdraw from the package travel contract within a period of 5 (five) days from the date of conclusion of the contract or from the date on which he receives the contractual conditions and preliminary information if later, without penalties and without giving any reasons.

**7.6.** In the case of offers with significantly lower fares than current offers, the right of withdrawal is excluded and the Organizer documents the price variation highlighting the exclusion of the right of withdrawal.



**7.7.** Pursuant to and for the purposes of the provisions of article 59 of the Consumer Code (Exceptions to the right of withdrawal), the right of withdrawal of the traveler, even in the case of contracts concluded at distance and/or negotiated away from business premises is excluded in relation to tourism contracts after the complete provision of the service if the execution began with the express agreement of the consumer and with the acceptance of the loss of the right of withdrawal following the full execution of the contract by the professional.

## **8. Modifications after departure**

**8.1.** If after the departure the Organizer is unable to provide an essential part of the services provided for in the contract for any reason other than for the passenger's own purpose, he will prepare suitable alternative solutions for the continuation of the planned trip, where possible, quality equivalent or higher than those specified in the contract, without additional price or other charges to be borne by the traveler. If the proposed alternative solutions result in a lower quality package than the one specified in the tourist package contract, the Organizer grants the traveler an appropriate price reduction.

**8.2.** The traveler can reject the proposed alternative solutions only if they are not comparable to what was agreed in the contract or if the reduction in the price granted is inadequate.

**8.3.** If no alternative solution is possible, ie the solution prepared by the Organizer is refused by the traveler for proven and justified reasons, the Organizer will provide without a surcharge, a means of transport equivalent to the original one provided for the return to the place of departure or to the different place eventually agreed, compatibly with the availability of vehicles and places, and will reimburse it to the extent of the difference between the cost of the services provided and that of the services performed up to the time of early return, subject to compensation for damages.

**8.4.** Where, due to circumstances not attributable to the Organizer, it is impossible to ensure the return of the traveler as agreed in the contract, the Organizer shall bear the costs of the necessary accommodation, where possible of a category equivalent to the contract, for a period not exceeding three nights per traveler or for the longer period possibly provided for by the European Union legislation on passenger rights, applicable to the relevant means of transport. The aforementioned cost limitation does not apply to persons with reduced mobility as defined in Article 2 (1) (a) of Regulation (EC) No 1107/2006, and their carers, pregnant women, unaccompanied minors and persons in need of specific medical assistance, provided that the Organizer has been notified of their particular needs at least 48 hours before the start of the package.

**8.5.** In any case, compensation for damages is excluded in the event that the modifications and / or failure to provide an essential part of the services provided for by the contract, after departure, are due to the traveler's own fact or to circumstances that can not be ascribed to the Organizer.

## **9. Substitutions and variation of the practice**

**9.1.** The traveler can transfer the contract to a person who satisfies all the conditions for the use of the service, provided that:

- a) the Organizer or the travel agency or the broker is informed in writing at least 7 (seven) working days before the date set for departure, simultaneously receiving communication about the reasons for the replacement and the generality of the transferee;
- b) the transferee satisfies all the conditions for the use of the service (pursuant to Article 38 of the Tourism Code) and in particular the requirements relating to the passport, visas, health certificates, hotel accommodation and transport services;
- c) the same services or other services in substitution can be provided following the replacement;
- d) the substitute reimburses to the Organizer all administration and management costs of the case, incurred to proceed with the substitution, to the extent that will be quantified before the transfer.

**9.2.** The transferor and the transferee are jointly responsible for the payment of the balance of the price as well as the amounts referred to in letter d) of this article.





**9.3.** In any case, the replacement option referred to in the previous paragraphs remains subject to the exclusions and limits set by mandatory regulations, in particular in the field of security, applicable to the individual services that make up the package; in particular, then, just the application of art. 944 of the Navigation Code, replacement will be possible only with the consent of the carrier.

**9.4.** In any case, the traveler requesting the variation of an element relating to a previously confirmed practice and provided that the request does not constitute a contract novation and always that it is possible to implement it, will correspond to the Tour Operator in addition to the costs resulting from the modification, a cost fixed flat rate of € 300.00/three hundred euros.

## **10. Obligations of travelers**

**10.1.** During the negotiations and in any case before the conclusion of the contract, Italian citizens are provided with general information in writing - updated on the date of printing of the catalog or through online publication - relating to health obligations and documentation necessary for expatriation.

**10.2.** Foreign nationals must obtain the corresponding information through their diplomatic representations present in Italy and / or the respective official government information channels.

**10.3.** In any case, travelers must be provided with an individual passport or other valid document, according to their nationality, for all countries affected by the itinerary, as well as residence and transit visas and health certificates that may be required.

**10.4.** For the rules regarding the expatriation of minors, please refer to what is indicated on the website of the Ministry of the Interior and of the State Police. It is however specified that minors must be in possession of a personal document valid for expatriation or passport, or for EU countries, also valid identity card for expatriation.

**10.5.** In any case, travelers must inform the intermediary and the Organizer of their citizenship at the time of booking for the tourist package or tourist service and, at the time of departure, must definitively check that they have the vaccination certificates, the individual passport and of any other document valid for all countries affected by the itinerary, as well as residence visas, transit visas and health certificates that may be required. In the absence of such verification, no responsibility for the missed departure of one or more travelers may be imputed to the intermediary or to the Organizer.

**10.6.** In order to assess the socio-political, health and other useful information regarding the countries of destination and, therefore, the objective usability of the services purchased or to be purchased, the traveler will have the burden of taking the official information of a character General at the Ministry of Foreign Affairs, and disseminated through the Farnesina institutional website [www.viaggiasesicuri.it](http://www.viaggiasesicuri.it). The information above is not contained in tour operator catalogs - online or paper - as they contain general descriptive information as indicated in art. 34 of the Tourism Code and not temporally changing information; the same, therefore, must be assumed by the tourists.

**10.7.** If, on the booking date, the chosen destination is found, from the institutional information channels, a place not recommended for security reasons, the traveler who subsequently exercises the withdrawal can not invoke the security reasons mentioned above, in order to avoid the payment of expenses and penalties, referred to in paragraph 9 above, against the termination made, which will be deemed unjustified.

**10.8.** Travelers must always abide by the observance of the rules of normal prudence and diligence and the specific instructions given by the Organizer, as well as the regulations and administrative or legislative provisions in force in the countries of destination of the trip.

**10.9.** Travelers will be called to answer for all the damages that the Organizer and / or the intermediary have to suffer also due to the failure to comply with the above mentioned obligations, including the expenses necessary for their repatriation; the travelers will also answer all the damages caused to other travelers and / or third parties, as well as all the fines, fines and expenses to which, due to their fact and fault, the Organizer is subjected by port authorities, airport, customs, health or other authorities of any country touched by the travel itinerary.



**10.10.** The traveler is obliged to provide the Organizer with all documents, information and elements in its possession useful for the exercise of the right of subrogation of the latter against third parties responsible for any damage suffered by him and is liable to the Organizer of the prejudice caused to this right of subrogation.

**10.11.** The traveler is obliged to provide in writing to the Organizer, at the time of the proposal for the purchase of a tourist package and therefore before sending the Booking Confirmation Letter of the services by the Organizer, all the necessary information to allow the latter to fulfill their security obligations; the collection of information (including images) and the related processing will be carried out in compliance with the provisions of the European Data Protection Regulation no. 679/2016 EU GDPR. In the same way and in the same terms, the traveler is required to communicate in writing to the Organizer the particular personal requests that may be the subject of specific agreements on the travel arrangements, provided that it is possible to implement them.

## **11. Organizer liability regime**

**11.1.** The Organizer is responsible for the execution of the tourist services provided for in the tourist package contract, regardless of whether these tourist services are to be provided by the organizer himself, by his auxiliaries or persons in charge when they perform their duties, by third parties where it operates, or from other tourist service providers, in accordance with article 1228 of the Italian Civil Code.

**11.2.** The traveler, in accordance with articles 1175 and 1375 of the Italian Civil Code, informs the Organizer, directly or through the seller, promptly, taking into account the circumstances of the case, of any conformity defects detected during the execution of a tourist service envisaged by tourist package contract.

**11.3.** If one of the tourist services is not performed according to what is stipulated in the tourist package contract, the Organizer remedies the lack of conformity, unless this proves impossible or is excessively burdensome, taking into account the extent of the lack of conformity and the value of the tourist services affected by the defect. If the Organizer does not remedy the defect, Article 43 of the Code of Tourism applies.

**11.4.** Without prejudice to the exceptions mentioned in the previous point, if the Organizer does not remedy the lack of conformity within a reasonable period set by the traveler in relation to the duration and characteristics of the package, with the objection made pursuant to point 10.2. traveler can personally remedy the defect and request reimbursement of necessary, reasonable and documented expenses; if the Organizer refuses to remedy the lack of conformity or if it is necessary to deal with it immediately, the traveler does not need to specify a deadline.

**11.5.** If a lack of conformity, pursuant to Article 1455 of the Civil Code, constitutes a non-compliance of the tourist services included in a package, the organizer has not remedied it within a reasonable period established by the traveler in relation to the duration and to the characteristics of the package, with the objection made pursuant to point 10.2., the traveler can, without charge, resolve by right and with immediate effect the tourist package contract or, if necessary, ask, pursuant to Article 43 of the Tourism Code, a reduction of the price, except for any compensation for damages. In case of termination of the contract, if the package included the transport of passengers, the Organizer also provides for the return of the traveler with an equivalent transport without unjustified delay and without additional costs for the traveler.

**11.6.** Where it is impossible to ensure the return of the traveler, the Organizer shall bear the costs of the necessary accommodation, where possible of a category equivalent to what was provided for in the contract, for a period not exceeding three nights per traveler or for the longer period possibly provided by the European Union legislation on passenger rights, applicable to the relevant means of transport.

**11.7.** The limitation of costs referred to in the previous point shall not apply to persons with reduced mobility, as defined in Article 2 (1) (a) of Regulation (EC) No 1107/2006, and their carers, pregnant women, unaccompanied minors and persons in need of specific medical assistance, provided that the Organizer has been notified of their particular needs at least forty-eight hours before the start of the package. The Organizer can not invoke unavoidable and extraordinary circumstances to limit the liability referred to in this point if the transport service provider can not assert the same circumstances under the applicable European Union legislation.



**11.8.** If due to circumstances not attributable to the Organizer it is impossible to provide, in the course of execution, a substantial part, by value or quality, of the combination of the tourist services agreed in the tourist package contract, the Organizer offers, without extra charge, to cargo of the traveler, suitable alternative quality solutions, where possible equivalent or higher, than those specified in the contract, so that the execution of the package can continue, including the possibility that the return of the traveler to the place of departure is not provided as agreed. If the proposed alternative solutions result in a lower quality package than the one specified in the tourist package contract, the Organizer grants the traveler an appropriate price reduction.

**11.9.** The traveler can reject the proposed alternative solutions only if they are not comparable to what was agreed in the tourist package contract or if the reduction in the price granted is inadequate.

**11.10.** If it is impossible to provide alternative solutions or the traveler rejects the proposed alternative solutions, as indicated in point 10.8, the traveler is recognized a price reduction. In the event of non-fulfillment of the obligation to tender referred to in point 10.8, point 10.5 applies.

**11.11.** Where, due to circumstances that are not attributable to the Organizer, it is impossible to ensure the return of the traveler as agreed in the tourist package contract, the previous points 10.6 and 10.7 apply.

## **12. Seller's liability regime**

**12.1.** The Seller is responsible for the execution of the mandate given to him by the traveler with the travel brokerage contract, regardless of whether the service is rendered by the seller himself, his auxiliaries or persons in charge when they perform their duties or by third parties whose the work requires, having to fulfill the obligations assumed, be assessed with regard to the diligence required for the exercise of the corresponding professional activity.

**12.2.** The Seller is not responsible for booking errors attributable to the traveler or due to unavoidable and extraordinary circumstances.

**12.3.** The right of the traveler to compensation for damages related to the responsibility of the Seller is prescribed in two years from the date of the return of the traveler to the place of departure.

## **13. Limits of compensation**

**13.1.** The right to reduce the price and / or compensation for damages and the related limitation periods are governed pursuant to the provisions of Articles 42, 43 and 46 of the Tourism Code and, in any case, within the established limits, by the CCV, the International Conventions governing the services that are the object of the tourist package as well as articles 1783 and 1784 of the Italian Civil Code, with the exception of personal injury subject to pre-set limit.

**13.2.** As already indicated in paragraph 6, point 4, the compensation payable by the Organizer, except for personal injury or those caused intentionally or by fault, will in no case exceed three times the total price of the package per traveler.

**13.3.** Any right to compensation or price reduction pursuant to these general terms and conditions of contract and / or the Tourism Code does not affect the rights of travelers provided for by Regulation (EC) no. 261/2004, by the regulation (CE) n. 1371/2007, by Regulation (EC) n.392 / 2009, by Regulation (EU) no. 1177/2010 and by regulation (EU) n. 181/2011 of the European Parliament and of the Council, as well as by international conventions, without prejudice to the reimbursement or reduction of the price granted under these general conditions and / or the Tourism Code and the compensation or reduction of the price granted under of these international regulations and conventions are deducted from each other.

## **14. Obligation for assistance**

**14.1.** The Organizer readily prepares any remedy useful for the rescue of the struggling traveler according to the criterion of professional diligence with exclusive reference to the obligations borne by law or contract, except in any case the right to compensation for damages in the case in where the inexact fulfillment of the contract is to this last imputable.



**14.2.** The Organizer provides adequate assistance without delay to the traveler who is in difficulty even in the circumstances referred to in Article 42, paragraph 7 of the Tourism Code (persons with reduced mobility, pregnant women, unaccompanied minors, needy persons specific medical assistance), in particular by providing appropriate information on health services, local authorities and consular assistance and assisting the traveler in making distance communications and helping him find alternative tourism services.

**14.3.** The Organizer is entitled to receive a reasonable fee for such assistance if the problem is intentionally caused by the traveler or by his fault, within the limits of the expenses actually incurred.

### **15. Insurance in the event of insolvency and bankruptcy of the Organizer**

**15.1.** Organized tourism contracts are backed by suitable guarantees given by the Organizer and by the intermediary travel agent who, for travel abroad and travel within a single country, guarantee, in cases of insolvency or bankruptcy intermediary or Organizer, the reimbursement of the price paid for the purchase of the tourist package and the immediate return of the traveler.

The company High End Leisure srl is specifically assisted by Allianz SpA, through the subscription of Policy No. 78624793 dated 20.07.2018.

**15.2.** The company High End Leisure S.r.l. it also signed, on 26.07.2018 with Certificate No. A / 202.2069 / 6/2018, the "Travel Guarantee Fund" - established to protect tourists who are in possession of a contract and who provides the following requirements in case of insolvency or declared bankruptcy of the intermediary or of the Organizer:

- a) reimbursement of the price paid;
- b) repatriation in the case of travel abroad.

**15.3.** The fund also provides immediate economic availability in case of forced return of tourists from non-EU countries on the occasion of emergencies attributable or not to the Organizer's behavior.

### **16. Optional insurance in case of cancellation and repatriation**

**16.1.** Regardless of the specific disclosure obligation of the Organizer regarding the possibility of stipulating supplementary insurance policies at the time of booking the travel contract, it is always advisable to stipulate the aforementioned special insurance policies against the expenses deriving from the cancellation of the package. accidents and / or illnesses, which also cover repatriation costs and for the loss and / or damage to baggage.

**16.2.** The rights arising from insurance contracts must be exercised by the traveler directly against the stipulating insurance companies, under the conditions and in the manner provided for in the policies themselves, as set out in the policy conditions published in the catalogs or displayed in brochures made available to travelers at the time of departure.

### **17. Traveler protection**

**17.1.** The organizer and seller established on the national territory are covered by a civil liability insurance contract in favor of the traveler for the compensation of damages deriving from the violation of their respective obligations assumed with the respective contracts.

**17.2.** The tourist package organization contracts are assisted by insurance policies or bank guarantees or issued by the Funds referred to in paragraph 3 of art. 47 of the Tourism Code, which, for trips abroad and trips that take place within a single country, including travel in Italy, in cases of insolvency or bankruptcy of the organizer or seller guarantee, without delay on request of the traveler, the reimbursement of the price paid for the purchase of the package and the immediate return of the traveler in the event that the package includes the transportation of the traveler, as well as, if necessary, the payment of food and accommodation before returning. The guarantee is effective, appropriate to the volume of business and covers reasonably foreseeable costs, the amounts of payments made by or on behalf of travelers in relation to packages, taking into account the duration of the period between the advances and the final balance and completion packages, as well as the estimated cost of repatriation in the event of insolvency or bankruptcy of the organizer or seller.



**17.3.** Travelers shall benefit from the protection in the event of the insolvency or bankruptcy of the organizer or seller irrespective of their place of residence, the place of departure or the place of sale of the package and irrespective of the Member State in which the entity responsible for providing protection in the event of insolvency or bankruptcy.

**17.4.** In the cases provided for in paragraph 16.2, as an alternative to the reimbursement of the price or to immediate re-entry, the continuation of the package can be offered to the traveler according to the procedures set out in articles 40 and 42 of the Tourism Code.

## **18. Hotel classification**

**18.1.** The official classification of hotel facilities is provided in the catalog or in other informative material only on the basis of the express and formal indications of the competent authorities of the country where the service is provided.

**18.2.** In the absence of official classifications recognized by the competent Public Authorities of the member countries of the EU to which the service refers, or in the case of structures commercialized as "Tourist Village" the Organizer reserves the right to provide in the catalog or in the brochure a description of the receptive structure, such as to allow an assessment and consequent acceptance of the same by the traveler.

## **19. Alternative means of dispute resolution and competent court**

**19.1.** Pursuant to and for the purposes of art. 67 paragraph 2 of the Tourism Code, the traveler can resort to voluntary or joint negotiation procedures or to the conciliation procedure before the arbitration or conciliatory commissions established at the Chambers of Commerce pursuant to Article 2, paragraph 4, letter a), of the law of December 29th 1993, n. 580, for the settlement of disputes that may have arisen with the tour operator. During the aforementioned conciliation procedure, governed by Articles 140 and 141 of Legislative Decree 6 September 2005, no. 206, travelers also have the right to make use of consumer associations.

**19.2.** In accordance with European Regulation No. 524/2013, the negotiating definition of disputes relating to contracts stipulated online with the tour operator can be requested by the traveler also through the appropriate electronic platform made available by the European Union at the following link: <http://ec.europa.eu/consumers/odr/>.

**19.3.** Where required by the individual contract, by means of a specific clause specifically approved in writing by the traveler at the time of booking request, the settlement of disputes with the tour operator will be delegated to mediation pursuant to and pursuant to Legislative Decree 4 March 2010, n. 28 and subsequent amendments; the execution of the related attempt at mediation will constitute a condition of procedurality of any subsequent judicial or arbitration request.

**19.4.** If the dispute can not be resolved amicably, or in the case of failure of the mediation attempt activated pursuant to the previous point, in accordance with Article 66-bis of Legislative Decree 206/2005, Consumer Code, the dispute it will be the jurisdiction of the Judge of the place of residence or domicile of the traveler-consumer, if located in the territory of the State; if the traveler does not have residence or domicile located in the territory of the State, or is not qualified as final consumer pursuant to and for the purposes of Article 3 (a) of the aforementioned Consumer Code, exclusive jurisdiction, as expressly recognized by the Parties, will be of the Court of Milan.

## **20. Registered Trademarks and Trademarks**

**20.1.** The name and brand "TheWowFactor", all the product and service logos as well as the payoffs "leave all, live this", "live something different", "live always a life of wow!", "official wow!", "let me wow!" and "emotion handler/s" are trademarks recorded by the company High End Leisure srl (the so-called "Company") that may grant it to third parties licensed by the licensee. The use of such trademarks without the prior written consent of the Company and/or licensees is prohibited.





## **21. Novation of the relationship - contractual validity**

**21.1.** These General Conditions of Contract cancel and replace any other General Condition applicable to the Travel Contracts stipulated by, or on behalf of, High End Leisure S.r.l. with final customers.

## **Mandatory communication**

### **Compulsory notification within the meaning of Article 17 of Law No 38/2006**

“Italian law punishes crimes relating to prostitution and child pornography with imprisonment, even if committed abroad”.



## Privacy Policy - GDPR EU 2016/679

Pursuant to the European Regulation GDPR EU 2016/679, and in relation to the personal data of which the Tour Operator will become available with the stipulation of the Travel Contract, the Customer declares to have read the following points and to express, with regard to them, their conscious consent ex art. 30 GDPR:

- The person in charge of data processing is Mr. Roberto Stagnetti, [info@thewowfactor.it](mailto:info@thewowfactor.it) (Name of the Tour Operator: "TheWowFactor") 20123 Milano Corso Magenta 82, tel. +39 02 87165553, fax +39 02 56562325.
- Our Register of processing operations is public and accessible in electronic form.
- Your personal data will be processed in a lawful and transparent manner, and we ensure fairness towards the individuals whose personal data we're processing, following the GDPR principles of 'lawfulness, fairness and transparency'.
- We have specific purposes for processing your data that are related to the delivery of our travel packages and services branded "TheWowFactor". This means that we do not simply collect your personal data for undefined purposes ('purpose limitation').
- We collect and process only the personal data that is necessary to fulfil that purpose ('data minimisation').
- We ensure the personal data is accurate and up-to-date, having regard to the purposes for which it's processed, and correct it if not ('accuracy').
- We will not further use the personal data for other purposes that aren't compatible with the original purpose of collection.
- We ensure that your personal data is stored for no longer than necessary for the purposes for which it was collected ('storage limitation'), that is 3 (three) months after the final date of the "TheWowFactor" journey / travel package you experienced.
- We ensure you that we have installed appropriate technical and organisational safeguards that ensure the security of your personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technology ('integrity and confidentiality').
- The processing of your personal data, whose supply is necessary for the conclusion and execution of the contract, is managed in full compliance with GDPR (EU) 2016/679, in both paper and electronic form.
- Your data will be communicated to the sole suppliers of the services included in the travel package.

### Your Rights About the Use of Your Personal Data

You have certain rights listed below over how the data is processed and can exercise these rights at any point.

- The right to be informed, in a clear, easily and accessible way.
- The right to access, rectify and update your personal data at any time via our DPO.
- The right to data portability. Under certain circumstances, you have the right to request that we send you a copy of your personal data and transmit those data to another controller.
- The right to be forgotten. You have right to request that we erase your data. If the personal data we collect is no longer needed for any purposes and we are not required by law to retain it, we will do what we can to erase it.
- The right to restrict processing. Under certain circumstances, you have the right to restrict the processing of your personal data, where the accuracy of the personal data is no longer needed for processing.
- The right to object. Under certain circumstances, you have the right to object to certain types of processing, including processing for direct marketing and profiling.
- The right to complain to supervisory authority. You have the right to lodge a complaint with the relevant supervisory authority about how we process your personal data.
- The right to withdraw consent. You have the right to withdraw any consent given contacting our DPO with the details provided.
- Rights related to automated decision-making. You have the right not to be subject to a decision which is based solely on automated processing and which produces legal or other significant effects on you.

In particular, you have the right:

- to obtain human intervention;
- to express your point of view;
- to obtain an explanation of the decision reached after an assessment; and
- to challenge such a decision.



## Addendum

### GENERAL TERMS AND CONDITIONS FOR CONTRACTS RELATING TO INDIVIDUAL TRAVEL SERVICES

#### A) REGULATORY PROVISIONS

The General Conditions of Sale Contract for Tourist Packages of High End Leisure S.r.l. they do not apply to the following contracts:

- a) packages and related tourist services whose duration is less than 24 hours, without overnight stay
- b) packages and related tourist services whose offer or sale to travelers is facilitated by the associations referred to in Article 5 of the Tourism Code (associations operating in the field of youth tourism and for recreational, cultural, religious, welfare or social purposes), where they act occasionally, no more than twice a year, non-profit and only to a limited group of travelers, without an offer to the public;
- c) packages and related tourist services purchased under a general agreement for the organization of professional voyages concluded between a professional and another natural or legal person acting in the ambit of his own business, business, artisanal activity or professional.

These types of contracts remain regulated, where possible, by the provisions of Legislative Decree 206/2005 (Consumer Code), and / or by the following provisions of the CCV: art. 1, n. 3 and n. 6; Articles. from 17 to 23; Articles. from 24 to 31 (limited to the parts of these provisions that do not refer to the organization contract) as well as from other agreements specifically related to the sale of the single service object of the contract.

With reference, instead, to "linked tourist services", the provisions of the General Terms and Conditions of Sale of Tourist Packages of High End Leisure Srl, apply only to paragraph 16 (Insurance in the event of insolvency and bankruptcy of the Organizer), and this pursuant to and for the purposes of Article 49 of the Tourism Code.

For "linked tourism services", according to article 32 of the Tourism Code, we mean: at least two different types of tourist services purchased for the same trip or holiday, which do not constitute a package, and which entail the conclusion of separate contracts with individual tourism service providers, if a professional facilitates, alternatively:

- 1) at the time of a single visit or a single contact with the point of sale, the separate selection and the separate payment of each tourist service by travelers;
- 2) the targeted purchase of at least one additional tourist service with another professional when this purchase is concluded within 24 hours from the confirmation of the booking of the first tourist service.



leave all, live this.™

[www.thewowfactor.it](http://www.thewowfactor.it)