

Special Terms and Conditions for Company Offsites, Group Travel, Incentives, and Team Retreats (Effective as of May 2025)

The following travel terms and conditions are accepted by the customer at the time of booking and form an integral part of the incentive and team retreat travel contract concluded with **ITALIAPLUS Travel & Events GmbH**, Biebricher Allee 177, 65203 Wiesbaden, Germany.

These terms supplement the **Event Terms and Conditions** of ITALIAPLUS and the statutory provisions of Sections 651a to 651y of the German Civil Code (BGB), as well as Articles 250 and 252 of the Introductory Act to the BGB (EGBGB). Together with the Event Terms and Conditions, they govern the legal relationship between the customer and ITALIAPLUS with respect to the travel services.

I. Formation of Contract

1. The contract becomes effective upon receipt by ITALIAPLUS of the customer's written declaration of acceptance. A confirmation letter sent by ITALIAPLUS serves solely to confirm the conclusion of the contract and receipt of the acceptance. The contents of the contract are defined exclusively by the travel description, these Terms and Conditions, the Event Terms and Conditions, and the written confirmation of registration. Deviations or verbal side agreements are only valid if confirmed in writing by ITALIAPLUS.
2. The scope of services is based on the individually issued offer. ITALIAPLUS shall inform the customer without undue delay of any material deviations from the agreed services upon becoming aware of them. In such cases, the customer has the right to withdraw from the contract.
3. ITALIAPLUS reserves the right to withdraw from the contract for good cause, including but not limited to:
 - the minimum number of participants stated in the event description is not reached;
 - force majeure (e.g., natural disasters, strikes, epidemics, or extraordinary events).

In such cases, ITALIAPLUS will inform the customer without delay. Any payments already made will be refunded, less the value of any services already rendered. Further claims are excluded.

II. Payment Terms

1. Changes to the number of participants must be submitted in writing no later than 72 hours before the start of the event. A reduction of up to 10% of the confirmed number of participants will be accepted. The customer remains obligated to pay the full or adjusted amount based on the submitted changes, even if fewer participants actually attend. ITALIAPLUS reserves the right to adjust prices at any time.

Unless otherwise agreed, payments are due without deduction as follows:

- 40% upon confirmation of the order by ITALIAPLUS
 - 50% no later than 8 weeks prior to the start of the trip
 - 10% no later than 1 week prior to the start of the trip
 - Final reconciliation of actual additional or reduced costs will take place after the trip
2. Any services not explicitly listed in the agreed scope of services shall be charged separately, even if performed by ITALIAPLUS employees and not by third parties.
 3. Pre-event site visits will be charged based on daily rates plus travel expenses, as agreed.
 4. In the event of delayed payment, ITALIAPLUS is entitled to charge late fees and interest at customary banking rates.

III. Cancellation

1. The customer may withdraw from the trip at any time before the start of the journey. The cancellation must be submitted to the tour operator, referencing the travel booking or project number, to the address listed below and must initially be communicated via email to **info@italiaplus.com**. If the booking was made through a travel agency, the cancellation may also be submitted to the agency. To avoid

misunderstandings, the customer is strongly advised to submit the cancellation in writing and by email.

2. If the customer withdraws from the trip before its start or fails to commence the trip, the tour operator forfeits the right to the full travel price. However, unless the cancellation is attributable to the tour operator or is due to force majeure, the operator is entitled to request reasonable compensation for the travel arrangements already made and any expenses incurred. This includes any cancellation fees charged by third-party service providers (e.g., hotels, transportation companies, tour guides).
3. The tour operator calculates this compensation based on a sliding scale, taking into account the proximity of the cancellation to the scheduled start date of the trip and applying a percentage of the total travel price. The calculation considers typical savings on expenses and potential alternative use of the services. Unless otherwise stated, cancellation fees are as follows (for all travel types except vacation apartments/homes):
 - Up to 90 days before departure: **40%** of the total travel price
 - From the 56th day before departure: **90%**
 - From the 7th day before departure or in case of no-show: **100%**

Certain services, such as event tickets or train fares, may be subject to separate cancellation policies.

4. If two or more individuals have booked shared accommodation (double or multi-bed rooms) and one participant cancels without a substitute, the tour operator is entitled to charge the full room price or, if possible, reassign the remaining participants to alternative accommodations. In the case of cancellations, any issued airline tickets or other travel documents must be returned to the tour operator; otherwise, the full amount will be charged.
5. The customer is entitled, in any case, to provide evidence that the actual loss incurred by the tour operator is lower or that no damage was incurred at all, compared to the flat-rate compensation claimed.
6. The tour operator reserves the right to claim higher, individually calculated compensation instead of the flat-rate charges listed above. In such cases, the operator is obliged to provide a detailed calculation of the compensation amount, taking into account any expenses saved and alternative use of the travel services.

IV. Program Execution, Organization, and Impossibility

1. All information provided by ITALIAPLUS regarding the timing and duration of the offered programs is for guidance purposes only and is non-binding.
2. Participation in certain programs requires a minimum level of personal eligibility (e.g., height, age, physical condition, weight, swimming ability, valid driver's license). These requirements are specified in the individual program descriptions. After booking, it is the customer's responsibility to ensure that the participant designated for the program meets all such minimum requirements. Refunds will not be granted if these requirements are not met.
3. Many programs take place outdoors and are subject to weather conditions. If participation in a program depends on specific weather requirements, ITALIAPLUS will inform the customer in the respective program description. In such cases, ITALIAPLUS is not liable for any expenses or damages incurred by the customer due to a canceled or rescheduled program (e.g., travel expenses, accommodations, accompanying persons, vacation time, etc.).
4. For programs that reference specific vehicles, technical equipment, technologies, or individuals, ITALIAPLUS reserves the right to provide an equivalent substitute if the specified elements are not available on the day of the event.
5. If the execution of the program is wholly or partially prevented due to reasons attributable to the customer, ITALIAPLUS retains the right to receive the agreed program or participant fee. However, ITALIAPLUS will credit any savings resulting from the release from its obligations or from alternative use of its personnel, unless such use is intentionally or negligently omitted.
6. Deviations from the agreed program content that become necessary after the contract is concluded and are not made by ITALIAPLUS in bad faith are permitted, provided such changes are not significant and do not materially affect the overall character of the program. Modifications to the itinerary of planned tours may occur due to the nature of such tours. In cases of high or low water levels or for other safety-related reasons, an alternative program may be arranged in consultation with the participants.

7. No refunds will be issued in the event that a participant interrupts or leaves the program prematurely.
8. Participants who significantly disrupt group activities or repeatedly fail to follow instructions given by the guides may, after a formal warning, be excluded from further participation. Any additional costs resulting from the conduct or personal circumstances of the participant shall be borne by that participant. This includes, but is not limited to, costs arising from late arrival or early departure due to a self-inflicted accident. In the case of an emergency where the organizer makes advance payments on behalf of the participant, the participant must reimburse the full amount immediately after the event.

V. Liability, Insurance, and Security Certificate

1. ITALIAPLUS shall be liable for personal injury or property damage only in cases of negligence or willful misconduct by its employees or agents, unless mandatory legal provisions provide otherwise. Complaints must be reported immediately on-site to the ITALIAPLUS representative; complaints submitted at a later date cannot be considered.
2. The contractual liability of ITALIAPLUS for all damages and claims by participants that do not involve personal injury is limited to three times the participant fee, unless the damage was caused intentionally or through gross negligence.
3. ITALIAPLUS assumes no liability for performance disruptions related to third-party services that are merely arranged by ITALIAPLUS and are clearly identified as such in the service description. In such cases, further liability of ITALIAPLUS is excluded. However, ITALIAPLUS remains liable for:
 - the diligent planning and organization of the trip or event
 - the careful selection and supervision of service providers (e.g., mountain guides, trainers, transportation companies, hotel operators)
 - the proper delivery of the services it has contractually agreed to provide
4. For all outdoor activities, participants should be aware that there is an increased risk of accidents, injuries, and illness. Despite supervision, damages cannot be entirely ruled out. A residual risk remains and must be borne by the participant. During customer events, participants must follow the instructions of the accompanying staff. ITALIAPLUS assumes no liability for any participant behavior that violates such instructions. Minors may only participate if accompanied by a legal guardian. Each participant is solely responsible for ensuring that they are physically and medically fit to meet the demands of the program. Furthermore, ITALIAPLUS is not liable for lost or damaged clothing, electronic devices, or other personal belongings. ITALIAPLUS does not guarantee any specific outcome for participants and assumes no liability for weather conditions.
5. To safeguard customer funds, ITALIAPLUS has taken out insolvency insurance. A corresponding security certificate ("Sicherungsschein") is provided to the customer with the booking confirmation.
6. Participants are not otherwise insured by ITALIAPLUS. Customers are strongly advised to obtain their own travel health insurance, as well as coverage for medical evacuation and repatriation in the event of accident or illness—or a comprehensive travel insurance package. The applicable terms and conditions of the insurance provider apply. ITALIAPLUS acts solely as an intermediary for such insurance services. Accident insurance during transportation is governed by the terms of the individual carriers (e.g., airlines).

VI. Mediation of Third-Party Services

1. If ITALIAPLUS explicitly acts only as an intermediary in the name and on behalf of a third party for individual travel services—such as flights, congresses, concerts, sports or theater events, excursions, safaris, ferry services, guided tours, special events, coach trips, hotel stays for self-drive travelers, scheduled transportation, car rentals, etc.—the formation and content of the respective travel contract are governed solely by the terms and conditions of the third-party provider (service provider) engaged by the customer.
2. Any information provided by ITALIAPLUS about third-party services is based solely on the information supplied by those providers and does not constitute any guarantee or assurance on the part of ITALIAPLUS. ITALIAPLUS assumes no liability for performance issues related to third-party services that are clearly marked as such in the travel description and booking confirmation—e.g., concerts, theater performances, sporting events, car rentals—even if ITALIAPLUS staff or tour guides are present during such events.
3. In accordance with **EU Regulation No. 2111/2005**, ITALIAPLUS is obligated to inform the customer, at the time of booking, of the identity of the operating air carrier. If the carrier has not yet been

determined at the time of booking, ITALIAPLUS will provide information regarding the likely carrier. Once the operating airline has been definitively identified, the customer will be notified. In the event of a change in the operating carrier after booking, the customer will be informed as soon as reasonably possible. A list of air carriers banned from operating within the European Union (“EU Air Safety List”) can be found at: https://transport.ec.europa.eu/transport-themes/eu-air-safety-list_en.

VII. Miscellaneous

1. ITALIAPLUS welcomes the participation of individuals with disabilities in its customer events. However, please note that participation may be physically demanding or not feasible in certain cases. ITALIAPLUS therefore requests that you inform us in advance when placing your order if any participant has a disability. ITALIAPLUS will work with its service partners to explore appropriate individual solutions wherever reasonably possible.
2. The customer agrees to instruct all participants to treat nature with care and to maintain cleanliness. The customer further undertakes to comply with applicable environmental protection laws and regulations, particularly when visiting lakes and rivers, and to inform participants to use only the designated entry and exit points, rest areas, and overnight facilities as communicated by ITALIAPLUS.

VIII. Passport, Customs, Visa, Currency, and Health Regulations

1. ITALIAPLUS is responsible for informing citizens of the EU member state in which the trip is offered about applicable passport, visa, and health regulations, any public health entry requirements, approximate deadlines for obtaining necessary visas (if applicable), and any relevant changes prior to the start of the trip. For travelers of other nationalities, the relevant consulate is responsible for providing accurate information. It is assumed that there are no special circumstances affecting the customer or any accompanying travelers (e.g., dual citizenship or statelessness).
2. The customer is solely responsible for obtaining and carrying all required travel documents, for meeting any vaccination requirements, and for complying with customs and currency regulations. Please note that such regulations are strictly enforced in many countries.
3. ITALIAPLUS is not liable for the timely issuance or delivery of necessary visas by diplomatic missions, even if ITALIAPLUS has been asked to assist with the application, unless the delay is the result of negligence on the part of ITALIAPLUS. The processing time for obtaining visas or similar documents is generally estimated at approximately eight weeks.
4. The customer is responsible for complying with all legal and administrative requirements relevant to the trip. Any disadvantages resulting from failure to comply—particularly cancellation costs—shall be borne by the customer, unless such failure is due to incorrect or insufficient information provided by ITALIAPLUS through fault or negligence.
5. The customer is responsible for determining whether participants require a passport or if a national ID card is sufficient for the trip. The passport or ID card must be valid for the entire duration of the trip, and for any required period thereafter. Children must possess their own travel documents.
6. Customs and currency control regulations are strictly enforced in many countries. The customer is responsible for obtaining accurate information and ensuring full compliance with all applicable laws.
7. Some countries require travelers to present specific vaccination certificates (e.g., for COVID-19, yellow fever, smallpox), test results, or to comply with health-related entry requirements. This may also apply to German authorities. Entry into and return from certain destinations may require COVID testing, proof of vaccination or recovery, and other formalities (e.g., online registration forms, QR codes). Without proper documentation, ITALIAPLUS cannot guarantee carriage by the airline or entry into the destination country. It is the customer’s responsibility to obtain such documentation in a timely manner and to comply with all applicable requirements. Any disadvantages arising from non-compliance—including the payment of cancellation fees—shall be borne by the customer. This does not apply if ITALIAPLUS has failed to provide accurate, complete, or timely information due to fault or negligence.

IX. Data Protection

1. The collection and processing of all personal data are carried out in accordance with applicable European data protection laws. Any personal data provided by the customer to ITALIAPLUS will be electronically processed and used solely to the extent necessary for the performance of the contract.
2. Personal data will only be transmitted to government authorities or agencies where required by applicable law. For example, U.S. customs authorities have mandated that all airlines provide access to

passenger flight and reservation data. This data is used exclusively for security purposes by U.S. customs agencies.

3. For further information on how we handle your data, please refer to our Privacy Policy at: <https://italiaplus.de/datenschutz/>

X. Final Provisions

1. Should any individual provision of this agreement be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid provision that most closely reflects the economic intent and purpose of the original provision.
2. Any amendments, additions, or termination of contractual agreements must be made in writing to be legally effective. The written form requirement is deemed fulfilled by communication in text form as defined under Section 126b of the German Civil Code (BGB), including email, messenger services, SMS, or fax. This also applies wherever a "written" declaration is required in these Terms and Conditions or in agreements concluded between the parties.
3. This agreement and the entire legal relationship between the contracting parties shall be governed by the laws of the Federal Republic of Germany.
4. The exclusive place of jurisdiction for all disputes arising directly or indirectly from this agreement shall be, to the extent permitted by law, the competent local or regional court in Düsseldorf, Germany, regardless of which party initiates legal proceedings.