

**AGREEMENT
BETWEEN HOSPITALITY OPERATOR/USER**

**GENERAL TERMS & CONDITIONS
Booking Trentino**

1 General provisions

- 1.1 These general terms and conditions (hereinafter GTC) govern agreements stipulated by the User with the Hospitality Operator through Booking Trentino, to process requests and bookings of tourist services (exclusively **accommodation**) supplied by hotels and other accommodation facilities in Trentino that are recognised by the Tourist Service of the Autonomous Province of Trento (hereinafter referred to as "PAT"), including private apartments, campsites and mountain huts.
- 1.2 These GTC can be viewed by the User when booking a hotel/accommodation facility on Booking Trentino and are also published in full on the website www.visittrentino.it/cgc and in part in the *footer* of www.visittrentino.it, under the heading "Terms of use".
- 1.3 The above without prejudice to the right of the Hospitality Operator to also add **special** contractual provisions in their own section of the Web Client, which will be viewable to the User during the booking process.
- 1.4 In this case, these special contractual provisions of the Hospitality Operator shall always prevail over any provisions in the GTC governing the same aspects.
- 1.5 In any event, if the User is a Consumer, all agreements signed by the same will be subject to the provisions of Leg. Decree no. 79 of 2011 (Tourism Code) and, to the extent compatible therewith, of Leg. Decree no. 206 of 06.09.2005 (Consumer Code), in particular the provisions referred to in articles 50 et seq., in addition to those generally applicable according to Legislative Decree no. 70 of 09.04.2003 on IT services in the internal market, with particular reference to e-commerce.

AGREEMENT BETWEEN HOSPITALITY OPERATOR/USER

2 Definitions

2.1 As far as concerns application of these GTC, the terms conventionally indicated below in bold type and with capital letter (whether in the singular or plural form) have the following meanings:

- **User** refers to the person who accesses Booking Trentino to stipulate booking agreements or file booking requests with accommodation facilities in Trentino.
- **Consumer** refers to any individual who uses Booking Trentino for purposes unrelated to his/her entrepreneurial activity, business, trade or profession.
- **Hospitality Operator** is the tourist operator based in Trentino who provides **accommodation services**, recognised by the Tourist Service of PAT, with headquarters in the province of Trento, who accesses Booking Trentino by signing an agreement with the APT/Consortium.
- **Facility** refers to the accommodation facility in Trentino operated by the Hospitality Operator and that can be booked online through Booking Trentino.
- **Trentino Sviluppo S.p.A** is a company of the Autonomous Province of Trento that manages the Trentino Tourist Portal belonging to the province;
- **Trentino Marketing S.r.l.** is the purpose company established by Trentino Sviluppo S.p.A. for the conception, provision and promotion, in Italy and abroad, of activities aimed at fostering tourism in Trentino and encouraging the development of socio-economic businesses that are representative of Trentino through the management, on behalf and in the name of Trentino Sviluppo S.p.A., of the so-called "Marketing Fund";
- **Trentino** jointly refers to Trentino Sviluppo S.p.A. and Trentino Marketing S.r.l.;
- **APT** is the Tourist Company located in the province of Trento.
- **Consortia** are the six Consortia of the Pro Loco Associations based in the province of Trento, located outside the scope of the APT (Consorzio Pro Loco Valle dei Mochèni; Consorzio Turistico Altopiano della Vigolana; Consorzio Turistico Piana Rotaliana – Königsberg; Consorzio Turistico Giudicarie Centrali; Consorzio Turistico Valle del Chiese; Consorzio per il Turismo Valle di Ledro).
- **Trentino Tourist Portal** is the website of the Autonomous Province of Trento under the URL <http://www.visittrentino.it>, which also hosts the Platform.

AGREEMENT BETWEEN HOSPITALITY OPERATOR/USER

- **Platform** is the Platform used to technically process bookings and requests for tourist services in general, as available to the technological provider of Trentino Marketing S.r.l.;
- **Booking Trentino** identifies the specific Platform function that refers exclusively to accommodation services provided in Trentino and that consists in the technical processing of requests and bookings for accommodation in Trentino at hotels and other accommodation facilities, including private apartments, campsites and mountain huts;
- **Related sites and Partner sites** are all information websites designed to promote-market tourist services in Trentino that are managed by Trentino Marketing S.r.l. or that, although not managed by Trentino Marketing S.r.l., host the "Book" frame of Booking Trentino in relation to specific promotional-marketing campaigns sponsored by Trentino Marketing S.r.l.
- **Information** includes the data and materials about accommodation facilities that Users can book on Booking Trentino, directly published by these facilities (or anyway provided by them, when published by third parties) and that concern the description of the facility, including its characteristics, the services offered, the availability of rooms/accommodation, the prices and discounts, the images (including photos/videos/audio-video footage) and any additional and other information or image published and distributed by the Hospitality Operators.
- **Web Client** refers to the administration tool used by the Hospitality Operator to enter and update its own data sheet, which contains information about the facility.
- **Booking** refers to any order for a tourist service (exclusively accommodation), selected or requested by the User on Booking Trentino.
- **Booking confirmation** refers to the electronic message (email) that confirms the service requested by the User, which the Platform automatically generates and sends to the User and the Hospitality Operator chosen by him/her.
- **Cancellation Policy** are the terms of cancellation of the booking.
- **No show** refers to the User's no-show at the booked facility without having submitted a valid cancellation notice, i.e. in accordance with the provisions contained in these GTC or in the applicable Cancellation Policy.
- **Overbooking** is the situation that occurs when the accommodation facility accepts more bookings than the rooms actually available.

3 Scope

3.1 These GTC govern:

**AGREEMENT
BETWEEN HOSPITALITY OPERATOR/USER**

- a) online access to the Platform and use of Booking Trentino by the User to stipulate electronic agreements for the service booked at accommodation facilities in Trentino;
- b) access to the Platform and use of Booking Trentino by the User through the Trentino Booking Center managed by Trentino Marketing S.r.l. to stipulate electronic agreements for the service booked at accommodation facilities in Trentino, by telephone, fax, or e-mail;
- c) access to the Platform and use of Booking Trentino by the User through the Booking Center of the APT/Consortium to stipulate electronic agreements for the service booked at accommodation facilities in Trentino, by telephone, fax, or e-mail;
- d) the agreements stipulated between the User and the Hospitality Operator through Booking Trentino.

4 Platform characteristics and role of Trentino Marketing S.r.l. and of the APT/Consortium

- 4.1 Trentino Marketing S.r.l. has stipulated a Framework agreement with the Tourist agencies and Consortia of the Pro Loco Associations based in Trentino, under which it has agreed to allow access and use of the Platform within Booking Trentino indistinctly to all the individual accommodation facilities in Trentino, indicated by the APT/Consortium, that sign an agreement for such service.
- 4.2 These GTC make up Annex D of the Framework agreement stipulated between Trentino Sviluppato S.p.A. and the Tourist Agency (APT) or the Consortium of the Pro Loco associations (Consortium) in the province of Trento.
- 4.3 Trentino Marketing S.r.l. and the APT/Consortium shall limit themselves to making the Platform available within Booking Trentino to Hospitality Operators and Users, in order to cater the supply of accommodation at facilities in Trentino to the User/Consumer demand.
- 4.4 More specifically, the Platform is made available solely to make bookings or submit requests exclusively for accommodation at facilities (Booking Trentino), which Trentino Marketing S.r.l. and the APT/Consortium only process from a technical-operational viewpoint, seeing they are not parties to the agreement between the User and the Hospitality Operator.
- 4.5 Trentino Marketing S.r.l. and the APT/Consortium, in fact, have a neutral role as far as concerns the agreement stipulated through Booking Trentino, the sole and direct parties of which are the Hospitality Operator and the User booking accommodation at such Operator's facility.
- 4.6 Trentino Marketing S.r.l. and the APT/Consortium, therefore, do not accept any

AGREEMENT BETWEEN HOSPITALITY OPERATOR/USER

pre-contractual or contractual liability connected to the booking (as, for instance: unsuccessful conclusion of the agreement with the facility; failure to provide or delay in providing the contractual service agreed by the User and accommodation facility; "overbooking"; "no show", etc.).

- 4.7 Nevertheless, in case of breaches or offences by one or more facilities, the User can report them to Trentino Marketing S.r.l., which will notify the competent APT/Consortium so that it may take the necessary measures vis-a-vis the Hospitality Operator to solve such breaches/offences at once.
- 4.8 The User makes use of the Platform to submit a booking/request on www.visittrentino.it and through Trentino Booking Center, **without booking costs or surcharges on the price of stay other than the price advertised by the Accommodation Facility that the User intends to book.**

5 Agreement and stipulation method on Booking Trentino

- 5.1 Through Booking Trentino, the User stipulates an agreement directly with the chosen facility to book the accommodation(s) and benefit of the accommodation service, as well as of any additional services that the Hospitality Operator agrees to provide to the User against payment of a price by the latter.
- 5.2 The additional services that the Hospitality Operator agrees to provide are designed to allow the use of the service booked, according to the type of chosen facility and in line with the quality standard normally expected of the hotel/facility based on its ranking or category.
- 5.3 The booking of the accommodation identified by the User on Booking Trentino is followed by a confirmation message (email) that Trentino Marketing S.r.l. automatically generates on behalf of the chosen facility and sends to the User and Hospitality Operator; such e-mail summarises the booking conditions applied by the given Facility.
- 5.4 More specifically, in addition to the summary of the general and special conditions applicable to the agreement, the confirmation message also includes, in accordance with the provisions of art. 13 of Leg. Decree no. 70/2003, the information on the essential characteristics of the service booked, the price, payment method(s) and any down-payment required.
- 5.5 There is also the option, **but only in the case of private apartments or campsites,** of submitting an irrevocable booking request (so-called *Binding Request*). The User, by sending his/her request, makes an irrevocable contract proposal to the accommodation facility (private apartment or campsite), in accordance with articles 1329 and 1331 of the Italian Civil code. This booking method is never available to the User through the Trentino Booking Center.

AGREEMENT BETWEEN HOSPITALITY OPERATOR/USER

- 5.6 The Binding Request is valid for up to twenty-four (24) hours after its receipt by the Facility, period within which the recipient Hospitality Operator can accept or reject the booking request. In case of acceptance, Trentino Marketing S.r.l. automatically sends, on behalf of the chosen accommodation facility, a confirmation message (e-mail) that summarises the conditions of booking for that facility.
- 5.7 If the Hospitality Operator rejects the request or the term of 24h expires without a decision, Trentino Marketing S.r.l. automatically sends, on behalf of the recipient Facility, an e-mail to the User informing him/her that the request was not accepted.
- 5.8 The accommodation facility can demand that the User provide a form of guarantee for the booking pursuant to Articles 7 and 8 or the full payment of the stay to be booked. In the latter case, should the Hospitality Operator not envisage the refunding of the amount paid in advance (“non refundable”), the amount paid shall not be refunded in the event of cancellation.
- 5.9 **Once a booking is processed, the Hospitality Operator is directly obliged to provide the tourist service to the User and the User is bound to the Hospitality Operator, according to the terms specified in the confirmation email.**
- 5.10 The User can also book accommodation at a facility in Trentino through the Trentino Booking Center, managed directly by Trentino Marketing S.r.l., by telephone, fax or e-mail. This booking method is available only during working hours on weekdays (normally from Monday to Friday, from 9 a.m. to 12.30 p.m. and from 2.30 to 5 p.m.).
- 5.11 The representative of Trentino Booking Center will not provide any assistance, but will only make Booking Trentino available to the User by telephone, fax or e-mail.
- 5.12 The order in which the accommodation facilities that the User can book on Booking Trentino are presented is random and does not follow any ranking or quality standard, as it is the result of searches run by the User directly (or by Trentino Booking Center, or by the Booking Center of the APT/Consortium) on the Booking Trentino website, based on the following parameters: location, time, length of stay, number of rooms required, number of guests and any filters set for the search.
- 5.13 The User acknowledges that the above is without prejudice to the right of the APT/Consortium to manage, independently and under its sole responsibility, the order in which the accommodation facilities that can be booked on Booking Trentino are presented, limiting moreover their display to its website.

6 Descriptive and booking data

- 6.1 Information about the service that the User intends to book are contained in the notes and details of the offer, that are known and can be viewed by the User prior to completion of the

**AGREEMENT
BETWEEN HOSPITALITY OPERATOR/USER**

booking process.

- 6.2 Descriptive data refers to information about the accommodation facilities that can be booked on Booking Trentino and describe the Facility, including its characteristics, the services offered, any images (including photos/videos/audio-video footage) and any additional and other information or image published or promoted by the Facility. The booking data, instead, refers to the availability of rooms/accommodation, prices, offers, etc.
- 6.3 All information about the Facilities are independently and directly published by them on the Platform, or, by the respective APT/Consortia, as well as by third parties specifically assigned to their publication.
- 6.4 The Hospitality Operator is the sole and direct party accountable to the User for the accuracy, completeness, truthfulness and upgrade of the data, including prices, and for the availability of rooms and accommodation, even if the data were entered on the Operator's instruction by the APT/Consortium or by third parties specifically assigned to data entry, in particular with regard to:
- a) their contents, nature, accuracy and completeness, truthfulness and upgrade, as well as their compliance with the law, also including information about the availability of rooms/accommodation and their prices, and the quality of the services offered;
 - b) the legitimacy or right of use of any materials and/or files that the accommodation facility decides to include (upload) or recall by means of hyperlinks (including to third-party websites);
 - c) the fulfilment of any legal obligations involved in the conduction of its business or pertaining to the relationship and online stipulation of the agreement between the User and the Facility (e.g. information to the User under the Consumer Code or the Tourism Code).
- 6.5 The Platform only makes the above-mentioned Information viewable to Users "as is" and "as available", without Trentino Marketing S.r.l. and/or the APT/Consortium in any way checking such information.
- 6.6 Trentino Marketing S.r.l. cannot and does not conduct/ensure monitoring of the information and materials published by the Facilities, directly or through assigned third parties, and therefore does not in any way provide guarantees and is not liable for any damages or losses incurred by the User that are connected with or dependent on the circumstances referred to in this art. 6.4, sub-paragraphs a) b) and c).

7 Guarantees – Credit card disclosure

- 7.1 Booking Trentino does not require any online payment of bookings made at Facilities. As a form of guarantee, the Hospitality Operator can request that the User disclose his/her credit card details, without any charge made to the User's account.

**AGREEMENT
BETWEEN HOSPITALITY OPERATOR/USER**

- 7.2 In fact, the digital systems that process the credit card details of the User are only meant to ensure that the card number is valid at the time of booking, and that it has not yet expired, as well as to verify that the credit card has a disposable credit of at least 1 Euro.
- 7.3 It is understood, however, that the User will pay for the booked stay directly at the chosen accommodation facility, according to the modalities applied by the latter.
- 7.4 Therefore, during the booking process, if the Hospitality Operator has chosen to require this type of guarantee, the User will be prompted to enter his/her credit card details directly on the Platform (in the case of an online transaction), or to communicate them to the staff of Trentino Marketing S.r.l., if the User is submitting the request through Trentino Booking Center, in accordance with modalities ensuring the confidentiality and protection of the data provided.
- 7.5 Trentino Marketing S.r.l. collects the credit card information from the User in its capacity as external Manager, on behalf of the Hospitality Operator to whom the same will be communicated, in execution of the relevant mandate and for the purposes provided for in this article. The Hospitality Operator will be informed of the credit card details by directly accessing the Platform through its own Web Client and after authentication through the relevant credentials (login). It is understood that the data will be communicated to third parties only and exclusively for the fulfilment of the current contractual agreement between the User and Hospitality Operator.
- 7.6 The credit card details may be used by the Hospitality Operator to charge the penalty indicated during the booking process, but **only in the following cases**: i) in the event of "No Show", i.e. no-show of the user at the booked facility pursuant to the following art. 11; ii) in the event of cancellation of the booking after the terms foreseen by the General Terms and Conditions of Contract, or, when present, by the Cancellation Policy of the individual accommodation facility; iii) in the case of unjustified failure to pay for the stay when leaving the facility.
- 7.7 Under no circumstances shall Trentino Marketing S.r.l. or the APT/Consortium be liable in the event that communication of the credit card details should not be successful due to the temporary impossibility to access them due to causes not attributable to Trentino Marketing S.r.l., or if the penalty for cancelling the booking or other service fees cannot be charged to the credit card due to lack of funds or for reasons that are not contemplated in the credit check, or that at any rate intervene after the User has placed the booking.
- 7.8 Acceptance of these GTC authorises the Credit Institute to use the data entered by the User in case a penalty is applied.
- 7.9 The data collected will be immediately cancelled at the end of the credit check, except as required by law.
- 7.10 The data provided by the User are processed by information systems that comply with PCI DSS (Payment Card Industry Data Security Standard). All transactions occur through secure connections via SSL (Security Socket Layer) and https (http secure) security codes.
- 7.11 Nevertheless, neither Trentino Marketing S.r.l. nor the APT/Consortium accept any liability

AGREEMENT BETWEEN HOSPITALITY OPERATOR/USER

for any scam, fraud or abuse by a third party of the credit card details collected as part of the booking process, as long as this is not connected to facts or acts attributable to either under wilful misconduct or gross negligence.

8 Guarantees - Down-payment by wire transfer or credit card

- 8.1 The Hospitality Operator is entitled to request, as guarantee for the reserved accommodation, that the User make a down-payment pursuant to art. 1385 of the Italian Civil code as an advance on the due price.
- 8.2 The down-payment represents a percentage of the total amount of the booked service, calculated based on the percentage notified by the Hospitality Operator to the User, who will process payment by wire transfer to the bank account indicated by the facility or by credit card.
- 8.3 The down-payment, once credited to the facility's account, is (also) withheld as an advance on the price of the stay.
- 8.4 If, after processing the down-payment, the User is found to be in default, the Hospitality Operator may terminate the agreement and withhold the down-payment. If the defaulting party is the Hospitality Operator, the User can terminate the agreement and demand a refund double the amount of the down-payment made pursuant to this article.
- 8.5 In case of **wire transfer**, the booking is processed "under reserve" of payment of the down-payment, to be considered as resolutive condition pursuant to Art. 1353 of the Italian Civil Code.
- 8.6 The Hospitality Operator is therefore obliged to consider the booking valid for five days from the date of submission. Within this term (5 days), the User must process the wire transfer and send copy thereof by fax or e-mail to the facility; the wire transfer slip must include the CRO (Transaction Reference Code) or other equivalent code.
- 8.7 If the facility, after not receiving the wire transfer within this 5-day term, intends to free itself from any obligation towards the User, it must immediately contact the User in writing (via email) to verify that the latter has not processed payment, in order for it to be entitled to cancel the booking without liability according to the above contract termination condition. The Hospitality Operator is equally entitled to cancel the booking without liability if the attempt to contact the User proves unsuccessful due to failure by the latter to reply to the above-mentioned email within max. 12 hours from its submission.
- 8.8 By choosing to use **a credit card** to pay the down-payment, for which the User shall provide personal data during the booking process, said User automatically authorises the Hospitality Operator to withhold the amount agreed to as down-payment by charging it to the credit card of the User. It is understood that should this charge be refused for any reason whatsoever, the Hospitality Operator shall be entitled to cancel the booking without any liability. Trentino Marketing S.r.l. and APT/Consorzio are entirely extraneous to this operation and cannot be held liable for it.

**AGREEMENT
BETWEEN HOSPITALITY OPERATOR/USER**

8.9 In case of bookings for which the User must process down-payment by wire transfer and/or credit card, the User and the Hospitality Operator agree to abide by the conditions of this article.

9 Guarantees – "Tight booking"

9.1 In case of "Tight booking", i.e. stays that begin within four (4) calendar days from the day following the booking, the Hospitality Operator is entitled, once it receives the booking request, to contact the User in writing within a maximum period of twenty-four hours (24h) from the booking, to request **additional forms of guarantee** to those accepted by the User during the booking process.

9.2 More specifically, the Hospitality Operator can request that the User provide:

- a) his/her credit card details, in order to immediately process the down-payment, in accordance with art. 1385 of the Italian Civil code, which however may not exceed 90% of the total amount of the price of accommodation, as specified in the following art. 11; this option is exercisable only in the case that the "Tight booking" was paid by wire transfer and that the User has not processed payment yet, or in the case that the User provides his/her credit card details as "guarantee" for the booking; **or** that the User
- b) sends, by the deadline established by the Hospitality Operator and by email or fax, a copy of the wire transfer slip specifying the transaction reference code (CRO) or other equivalent code. This option is only exercisable if the User has already processed the wire transfer.

9.3 It is understood that the Hospitality Operator must exercise the above-mentioned option in writing (by email or fax) and within twenty-four hours (24h) from the booking, with the consequence that, if a request is made orally or in writing after that date, the booking validly submitted online is binding for both parties.

9.4 In all cases referred to in the previous sub-paragraphs a) and b) of art. 9.2, the User must respond to the request of the Hospitality Operator under the terms specified by the latter; otherwise, the Hospitality Operator will be entitled to terminate the agreement, pursuant to art. 1456 of the Italian Civil code.

9.5. It follows that the Hospitality Operator can consider itself exempted from any obligation towards the User, without any possibility for the latter to claim anything as compensation or damages, or in any other form. Such a situation occurs in the case of (including but not limited to): failure by the User to disclose the credit card details, failure to charge the down-payment to the User's credit card, failure to send a copy of the wire transfer slip within the agreed deadline, proven unavailability of the User within twenty-four hours (24h) from the booking.

**AGREEMENT
BETWEEN HOSPITALITY OPERATOR/USER**

- 9.6 On the other hand, when the User processes the request of the Hospitality Operator by paying the down-payment or sending timely a copy of the wire transfer slip, the Hospitality Operator is obliged to send the User an email (or fax) summarising the terms that have personally and directly been agreed anew.
- 9.7 The down-payment will also be withheld as an advance on the price of the stay. The provisions laid down in the preceding art. 8.8 apply.

10 Start and end of stay

- 10.1 The User shall be entitled to benefit of the booked services (check in) starting from 2 p.m. of the scheduled date of arrival.
- 10.2 provision of the booked services shall cease (check out) by 10.00 a.m. of the date of departure.
- 10.3 If the User does not free the accommodation by 10.00 a.m. of the day of departure, the Hospitality Operator is entitled to charge the User an extra day.
- 10.4 In case of the User's early departure, the Hospitality Operator is entitled to demand full payment of the booked stay and is also entitled, as far as possible, to rent out the rooms to other guests.

11 Withdrawal and cancellation of the booking – No Show

- 11.1 Pursuant to art. 55, paragraph 1, sub-paragraph b) of Legislative Decree no. 206 of 06.09.2005 (Consumer Code), the right of withdrawal referred to in art. 64 of the same Code does not apply to agreements for the provision of accommodation services.
- 11.2 With regard to the cancellation of the booking by the User, these GTC shall apply or, where present, the Cancellation Policy applied by the individual Hospitality Operator, in compliance with the provisions of Art. 1 above.
- 11.3 The User who wishes to cancel a booking made through Booking Trentino must give written notice thereof (by fax or e-mail) to the chosen facility. However, it is understood that the notice of cancellation made by the User within the agreed terms to Trentino Marketing S.r.l. or APT/Consortium is considered equivalent, in terms of validity, to a booking cancelled directly at the chosen facility.
- 11.4 Without prejudice to the different terms contemplated by the Hospitality Operator (in which case the latter shall apply), if the booked facility receives the notice of cancellation at least 30 days prior to the scheduled date of arrival, the cancellation shall be deemed to be exercised freely and the User shall be entitled to the refund of any down-payment made at the time of booking, minus any expenses incurred by the accommodation facility (e.g. wire transfer fees) and duly specified.
- 11.5 The refund shall be made by wire transfer within 30 days from processing the cancellation of the amount paid, as determined in accordance with the preceding paragraph.
- 11.6 If the cancellation is notified after the term specified or is not notified at all (so-called "No Show"), the Hospitality Operator may apply the following fines:

**AGREEMENT
BETWEEN HOSPITALITY OPERATOR/USER**

- in the case of down-payment as per previous art. 8, the Hospitality Operator can withhold the entire sum of money paid by wire transfer or credit card;
- if the User provides his/her credit card details as a form of guarantee, the Hospitality Operator can charge the card with the penalty specified in the data sheet of its accommodation facility, it being understood that the amount cannot exceed 90% of the total price of the booked stay. In this case, the Facility must previously inform the User by e-mail or fax that it intends to charge the amount to the user as penalty.

11.7 A No Show applies if the User does not show up at the booked facility by 6 p.m. on the scheduled date of arrival, unless otherwise agreed between the Facility and the User.

11.8 The possible modification by the User of the duration of the stay already booked and/or the reduction of the number of booked accommodations (rooms) must be arranged directly with the booked facility, without prejudice to the latter's right to invoke the provisions of this article, if applicable.

12 Substitute accommodation: unforeseeable circumstances or Act of God – Overbooking

12.1 Once the booking process is completed, the Hospitality Operator is bound directly to the User: it cannot withdraw the booking or cancel it, not even partially, and is required to provide the booked service, unless it cannot do so because of unforeseeable circumstances or an act of God or barring the cases of the User's non-performance indicated in any specified cancellation clause.

12.2 In such event, in fact, the agreement with the User is terminated automatically and the Hospitality Operator is only required to return any sum paid by the User as confirmation of the booking.

12.3 However, and as long as the User approves, the Hospitality Operator **may** offer the User an alternative accommodation replacing the one originally booked and no longer usable, provided that it is of equivalent or superior quality standard than the accommodation originally booked by the User.

12.4 Otherwise, if the service is not available due to Overbooking or other reasons attributable to the Facility (such as a management re-organisation, for example), the latter **is obliged** to offer the customer another accommodation of equivalent or higher standard than the one originally booked, within the same or possibly at another facility in the same town/city or in neighbouring towns, belonging to a category at least equivalent to that of the Hospitality Operator and that offers services of similar or higher standard.

12.5 Any higher costs for the substitute accommodation are fully borne by the Hospitality Operator.

12.6 However, if the **User rejects the substitute accommodation**, he/she shall be entitled to the refund of double the down-payment possibly made at the time of booking. If the User has not made any down-payment, the Hospitality Operator must pay the User as penalty a

AGREEMENT BETWEEN HOSPITALITY OPERATOR/USER

sum of money equal to 20% of the total price of the originally booked stay.

12.7 Similarly, if the **Hospitality Operator is unable or unwilling to offer an alternative accommodation** with the characteristics described above and the User has made a down-payment, the Hospitality Operator is obliged to refund double the amount of the down-payment. Vice versa, if the User has not made any down-payment, the Hospitality Operator must pay the User as penalty an amount of money equal to 50% of the total price of the originally booked stay.

12.8 Without prejudice to the User's entitlement to receive a refund from the Hospitality Operator, the APT/Consortium, if possible and if the Hospitality Operator fails to do so, can offer the User an alternative accommodation instead of the one booked and no longer usable, having equivalent or higher standard. It is understood that:

- the User must pay the new facility identified by the APT/Consortium the price required by it for the substitute accommodation, in accordance with the applicable room rates;
- the APT/Consortium in no way guarantees the User's entitlement to demand a refund from the replaced Hospitality Operator;
- the User cannot in any way demand a refund from the APT/Consortium of any amounts paid to the replaced Hospitality Operator, including any down-payments, nor can he/she expect to be compensated by the APT/Consortium for any non-fulfilment of the Hospitality Operator.

13 Guest's rights

13.1 From the scheduled date of arrival, the User is entitled to use the booked room/apartment and the relevant furniture, as well as the facilities that are normally and without special conditions made available to the accommodation facility's guests.

14 Obligations of the User/Client

14.1 Upon booking, the User must enter accurate data, with specific reference to the age and number of persons for whom he/she is submitting the booking request.

14.2 Once the request has been submitted, for any further inquiry and/or change in the booking the User must contact directly the accommodation facility chosen, following the instructions at the bottom of the booking confirmation.

14.3 Partial changes to the booking must be requested in writing exclusively to the booked facility which, compatibly with its organisational needs, will either confirm or reject the request or agree with the User to make changes to the conditions originally agreed, according to the terms and in the manner it deems appropriate. More specifically, art. 15.2 applies in this case.

14.4 Payment of the price in cash by the User must be made directly to the accommodation facility booked, as specified in the booking confirmation and net of any down-payment, which is withheld as advance, without prejudice to compliance with the laws regulating

AGREEMENT BETWEEN HOSPITALITY OPERATOR/USER

payments in cash.

- 14.5 The User must request prior authorisation by the Hospitality Operator if he/she intends to use unusual electric appliances.
- 14.6 Any damages caused by the Client shall be subject to the general laws regulating compensation for damage.
- 14.7 Therefore, the Client is responsible for any fact or act directly or indirectly (i.e. caused by persons under his responsibility) attributable to him/her that has led to damage to the Hospitality Operator or to third parties.

15 Rights of the Hospitality Operator

- 15.1 In the event that the Client refuses to process or delays payment of the amount due, the Hospitality Operator is entitled to withhold the Client's possessions that are on its premises, in order to ensure its credit entitlement for the services provided.
- 15.2 If at the time of check in the number of adults and children, as well as their age, differ from those stated when booking the accommodation, the Hospitality Operator is entitled to replace the room/apartment assigned with a more appropriate one (if available), or to demand payment of a surcharge on the originally agreed price, or to cancel the booking due to negligence and to the detriment of the User, withholding any down-payment.
- 15.3 The Hospitality Operator has the right to dismiss the Client from the accommodation facility if he/she:
- a) damages property while using the premises or disturbs other guests by behaving recklessly, lewdly or in any case inconsiderate, or engages in criminally chargeable conduct towards the Hospitality Operator, the staff and/or any persons working/residing in the facility;
 - b) is suffering from a contagious or infectious disease the course of which exceeds the agreed period of stay, or which needs special medical care;
 - c) fails, within the agreed terms, to process payment of the required and due prices.

16 Obligations of the Hospitality Operator

- 16.1 The Hospitality Operator is obliged to provide the agreed service with the quality standards that are customary to the service booked and to the category of the accommodation.

17 Animals

- 17.1 Animals normally cannot be brought into the facility, unless authorised by the Hospitality Operator and possibly with payment of a surcharge. The authorisation must be requested at the time of booking.

18 Feedback and rating

- 18.1 Booking Trentino applies a feedback system by publishing reviews and comments by

AGREEMENT BETWEEN HOSPITALITY OPERATOR/USER

people who have stayed in accommodation facilities in Trentino.

- 18.2 The User who has reserved an accommodation through Booking Trentino is automatically sent, at the end of the holiday, an invitation message to express his/her opinion on the stay and on the services in general, either by awarding a score through compilation of some predetermined fields and/or by expressing a personal comment on his/her stay.
- 18.3 The Platform also displays the average scores expressed by users (rating) who have stayed at the same Facility, booked through Booking Trentino.
- 18.4 The publication of the ratings on the Platform (score and comments) takes place automatically; Trentino Marketing S.r.l. does not process, interpret or alter comments expressed by the User.
- 18.5 Trentino Marketing S.r.l. does not check the truthfulness of the facts commented and of the facts that form the score assigned by the User.
- 18.6 Conversely, by subscribing to these General Terms and Conditions at the time of booking, the User takes on in full any liability associated, for whatever reason, with the content of his/her comments, agreeing to indemnify and hold harmless Trentino Marketing S.r.l. and/or the APT/Consortium from any claim or demand (including any associated legal costs) advanced by anyone.
- 18.7 Trentino Marketing S.r.l. invites the User to express his/her comments within the limits of common sense and decency and without using illegal expressions i.e. expressions that are contrary to the law, public order and social mores.
- 18.8 However, the Facility is entitled to reply to the comment made by the User and, in any case, any comments found to be illegal will be promptly removed by Trentino Marketing S.r.l.
- 18.9 Trentino Marketing S.r.l. is not responsible for any comments that may have been published on third party websites that specialise in tourist ratings and to which Booking Trentino may redirect the User through hypertext links, as it has no power of control over these.

19 Liability

- 19.1 The User acknowledges and agrees that no liability can be ascribed to Trentino Marketing S.r.l. and/or the APT/Consortium:
 - for unsuccessful booking requests submitted through Booking Trentino, for any incorrect bookings, for any direct or indirect damage caused by the impossibility, even temporary, to use the Platform due to causes not attributable to Trentino Marketing S.r.l. and/or to the APT/Consortium, or for any direct or indirect damages resulting from unauthorised use by third parties;
 - for failure to perform or delay in performing the agreement stipulated between the User and the Hospitality Operator. More specifically, Trentino Marketing S.r.l. and/or the APT/Consortium shall not be liable to the User for any so-called *overbooking*;

**AGREEMENT
BETWEEN HOSPITALITY OPERATOR/USER**

- as far as concerns data or contents posted or communicated to Trentino Marketing S.r.l. and/or the APT/Consortium by the individual accommodation facility, which is the sole and direct responsible party towards the User as concerns the correctness, completeness, translation and updating of the data available through Booking Trentino, as well as for the availability of rooms and accommodation, for the prices listed, for the quality of services offered and for information, including photographs, published on the portal.visittrentino.it or on websites that feature the "Book" frame of Booking Trentino;
- in the event that such data or contents violate the rights of third parties (including but not limited to: copyrights, trademarks, etc.);
- in the event that the processing of the credit card details to charge the penalty for cancelling the booking is unsuccessful due to lack of funds or for reasons that are not contemplated in the credit check, or, at any rate, that intervene after the User has placed the booking.

20 Suspension of access to and use of Booking Trentino

20.1 The User declares to be informed that Trentino Marketing S.r.l. may or may have to temporarily or permanently suspend access to and use of Booking Trentino in the following cases:

- a) for unforeseeable circumstances or an act of God;
- b) by order of the Authority;
- c) for improvements, repairs, maintenance.

20.2 In the case referred to in point c), Trentino Marketing S.r.l. agrees to enable access to the Platform within 48 hours, as long as this depends on Trentino Marketing S.r.l. and falls within its powers of intervention.

21 Applicable law and jurisdiction

21.1 These GTC and the special provisions of each individual Hospitality Operator are governed by Italian law.

21.2 Any dispute arising in relation to the execution and/or interpretation and/or validity of these terms, or for any other matter relating to the same, shall be governed exclusively by Italian law.

21.3 Without prejudice to the above, in the case that:

- a) the User, pursuant to Legislative Decree no. 79 of 23.05.2011 (Tourism Code) and Legislative Decree no. 206 of 06.09.2005 (Consumer Code), qualifies as a Tourist-Consumer, the Court of the place where the Client has his/her residence or place of business, if located in Italy, shall have jurisdiction;
- b) the Client is not a Tourist-Consumer or, although being a Tourist-Consumer, does not

**AGREEMENT
BETWEEN HOSPITALITY OPERATOR/USER**

have his/her residence or place of business in Italy, any disputes relating to these conditions shall be settled exclusively by the Court of Trento.

22 Place of service provision

22.1 The services are for all purposes understood to be provided in Trento (Italy), where the headquarters of Trentino Marketing S.r.l. are located.

23 Services other than Booking Trentino provided by the APT/Consortium

23.1 Any function concerning services other than accommodation (including but not limited to: booking of tour packages, ski-passes, etc.) will be governed solely by the terms and conditions provided by the APT/Consortium responsible for providing the service, even if provided through the relevant Hospitality Operator. Payment with credit card for such services to the APT/Consortium will also be regulated entirely by the latter.

23.2 In no event shall Trentino Marketing S.r.l. be liable under any form or for any reason in connection with the above-mentioned features or services.

Reference to restrictive clauses

"I declare that I have read, understood and specifically approved the provisions contained in articles 1.4 and 1.5 (Special contractual provisions added by the Hospitality Operator); 4.6 (Exclusion of pre-contractual and contractual liability); 5.5-5.6-5.7 (Binding Request); 6.6 (Exclusion of liability towards the User for the Information); 7 (Guarantees – credit card disclosure); 8 (Guarantees – down-payment by wire transfer or credit card); 9 (Guarantees - "Tight booking"); 11 (Withdrawal and cancellation of the booking – No show); 12 (Substitute accommodation: unforeseeable circumstances or act of God – Overbooking); 14 (Obligations of the User/Client); 15 (Rights of the Hospitality Operator); 18 (Feedback and rating); 19 (Liability); 20 (Suspension of access to and use of Booking Trentino); 21 (Applicable law and jurisdiction); 23.2 (Services other than Booking Trentino provided by the APT/Consortium)".

"The acceptance of these GTC and their clauses is also valid as a prior authorisation for the Bank to use the data entered by the User in the event of application of a penalty ".

**AGREEMENT
BETWEEN HOSPITALITY OPERATOR/USER**

**Information Notice according to article 13 of the Italian Personal Data Protection Code
released by Trentino Marketing S.r.l. in the name of and on behalf of
Trentino Sviluppo S.p.A
for access to the Platform and use of Booking Trentino**

Trentino Marketing S.r.l. – via its pro tempore legal representative, with registered office in Trento, Via Romagnosi 11, Tax ID, VAT and Trade Companies’ Registry number at the Chamber of Commerce of Trento: 02341860225, **acting in the name and on behalf of** Trentino Sviluppo S.p.A via its pro tempore legal representative, with registered office in Rovereto (TN), via F. Zeni No. 8, Tax ID, VAT and Trade Companies’ Registry number at the Chamber of Commerce of Trento: 00123240228, by virtue of the special power of attorney dated 8 September 2014 (Index No. 69.237 and File No. 18.585 of Notary Public M. Dolzani, Trento)

WHEREAS

- pursuant to Provincial Laws No. 6 of 13 Dec. 1999 and No. 8 of 11 June 2002, the Autonomous Province of Trento has assigned to Trentino Sviluppo S.p.A the task of performing marketing for tourist activities relating to Trentino in Italy and abroad by acting in various areas of intervention, as well as the operational management, on behalf of the Autonomous Province of Trento, of the “Marketing Fund” as per the provisions of Art. 33, §1, letter “a bis” of Law No. 6/1999;
- the activities assigned to Trentino Sviluppo S.p.A are those specifically indicated under Articles 6 and following of Prov. Law No. 8 of 11 June 2002;
- pursuant to the convention dated 26 Aug. 2014 and to the ensuing notarial special power of attorney dated 8 Sept. 2014 (File No. 18.585 and Index No. 69.237 of Notary Public M. Dolzani, Trento), Trentino Sviluppo S.p.A has, in turn, assigned to Trentino Marketing S.r.l. the afore said assignment of the Autonomous Province of Trento, authorizing Trentino Marketing S.r.l. to operate and manage, in its name and on its behalf, all of the operations and activities regarding the development of the local tourist marketing of Trentino in the various areas of intervention. Within the scope of the assigned task, Trentino Marketing S.r.l. has also been entrusted with the management of the Local Tourist Portal of Trentino and the associated booking system with the faculties to acquire and/or take on obligations with respect to all the subjects;
- in any case, the convention envisages that the Data Controller of the personal data gathered during the operation of the local tourist marketing activities be Trentino Sviluppo S.p.A and that Trentino Marketing S.r.l. be nominated external Data Processor;

**AGREEMENT
BETWEEN HOSPITALITY OPERATOR/USER**

- Trentino Marketing S.r.l., within the scope of the assigned task, has agreed in the name of and on behalf of Trentino Sviluppo S.p.A. upon a licensing contract for the use of a booking platform with Feratel Media Technologies AG e P.M.I. s.r.l. The platform (hereafter named “*Platform*”) is also accessible from the Local Tourist Portal of Trentino found on the following website: www.visittrentino.it;
- the Platform places at the disposal of the tour operators of Trentino working in the tourist accommodation sector, acknowledged by the Tourism Department of the Autonomous Province of Trento and with operational headquarters in the Province of Trento (accommodation facilities in Trentino, in the form of hotels and of other establishments, including private apartments, campsites and mountain huts), the opportunity of offering portal users their tour operator services only as regards accommodation and provides portal users with the opportunity to check availability with these tour operators, to send requests and to make bookings.

Now therefore,

THIS IS TO INFORM THE USER

that the processing of his/her personal data communicated and collected when accessing and using the Platform, as well as Booking Trentino, shall be processed according to the principles of fairness, lawfulness and transparency, whilst also guarding the confidentiality and the rights of the User.

According to Article 13 of the Personal Data Protection Code under Italian Legislative Decree 30.06.2003, No. 196 and subsequent amendments. (hereafter named “*Code*”), **in the name and on behalf of Trentino Sviluppo S.p.A.**, the following information is provided:

- A. **PURPOSE OF PROCESSING** – The Personal Data shall be processed for the following purposes:
1. [**Contractual aim**] to fulfill: **i)** the contractual obligations included in the General Terms and Conditions for access to the Platform and the use of Booking Trentino, even through the Booking Center of Trentino Marketing S.r.l., in order to agree upon telematic contracts concerning services booked at accommodation facilities located in Trentino, and **ii)** the obligations under Articles 12 and 13, paragraph 2, of Italian Legislative Decree No. 70 / 2003 on behalf of the accommodation facilities selected by tourists, which may be booked or at which tourist services may be requested, by virtue of a specific mandate;
 2. [**Promotional aim**] to carry out promotional activities on an institutional basis in conjunction with visittrentino.it and/or partner or associate websites (as defined and elaborated upon in article 2.1 of the Booking Trentino General Conditions), by means of adding the e-mail address of the User to any Mailing Lists either by automated or

**AGREEMENT
BETWEEN HOSPITALITY OPERATOR/USER**

equivalent means;

3. [**Legal aims**] to fulfill the relevant legal obligations.
- B. **PROCESSING PROCEDURE** – The afore said data shall be processed by formally identified operators and managers who will use instruments and supports (paper, magnetic, informatics or telematics supports) capable of guaranteeing safety and confidentiality of the data. Processing may also be performed via the use of automated devices capable of storing, managing and transmitting them telematically. The databanks are kept in protected environments, the access to which is under constant surveillance, and in compliance with the provisions of the Code.
- C. **NATURE OF PROCESSING** - Data supply on the part of the user is:
 - **MANDATORY** as concerns the contractual aim under A.1), hence the possible refusal to supply one’s personal data in full or in part, or the lack of the required authorization to process them and/or communicate them to third parties may lead to Trentino Sviluppo S.p.A cannot enable the User to access or use the Platform and the Booking Trentino facility.
 - **OPTIONAL**, as concerns the contractual aim under A.2), hence the possible refusal to supply one’s personal data in full or in part, or the lack of the required authorization to process and/or communicate them to third parties shall make it impossible for Trentino Sviluppo S.p.A to perform the concerned activities.
- D. **COMMUNICATION OF PROCESSING** – Without prejudice to the communication and release actions performed in the accomplishment of any legal obligations, the data may be sent in Italy and/or within the European Union to:
 - Tour operators of Trentino working in the accommodation facilities sector, acknowledged by the Tourism Department of the Autonomous Province of Trento and with registered offices in the Province of Trento to which the user sends from time to time via the Platform a request for booking and/or a request for tourist services;
 - Trentino Marketing S.r.l., so as to allow for the operational management of the Local Tourist Portal of Trentino and of the related booking system, by virtue of the convention dated 26 August 2014 and ensuing notarial special power of attorney dated 8 Sept. 2014 (File No. 18.585 and Index No. 69.237 of Notary Public M. Dolzani, Trento);
 - Providers of electronic communication services and producers of electronic devices;
 - Providers of e-commerce services and payment systems;
4. Tourist Boards officially located in the Province of Trento in whose area of interest the Accommodation Facility is located to which the user has sent, via the Platform, a request for booking and/or for tourist services, even in order to start promotional activities of an

**AGREEMENT
BETWEEN HOSPITALITY OPERATOR/USER**

- institutional character concerning the partner and associate websites (as defined and identified in article 2.1 of Booking Trentino's General Conditions);
5. Consortia of the "Pro Loco" Associations located in the Province of Trento (Consorzio Pro Loco Valle dei Mòcheni; Consorzio Turistico Altopiano della Vigolana; Consorzio Turistico Piana Rotaliana – Königsberg; Consorzio Turistico Giudicarie Centrali; Consorzio Turistico Valle del Chiese; Consorzio per il Turismo Valle di Ledro) in whose area of interest the Accommodation Facility is located to which the user has sent, via the Platform, a request for booking and/or for tourist services, even in order to start promotional activities of an institutional character concerning the partner and associate websites (as defined and identified in article 2.1 of Booking Trentino's General Conditions);
- Feratel Media Technologies AG e P.M.I. s.r.l.
- E. **RIGHTS OF THE DATA OWNER** – With regard to his/her personal data, the user may exercise the rights envisaged in Art. 7 of Legislative Decree No. 196 dd. 30 June 2003 and subsequent amendments, within the limits and under the terms and conditions of Articles 8, 9 and 10 of the afore said Legislative Decree.
- F. **PERSONAL DATA CONTROLLER AND PERSONAL DATA PROCESSOR** – The Personal Data Controller is Trentino Sviluppo S.p.A, while Trentino Marketing S.r.l. has been appointed as external Personal Data Processor. The complete and updated list of subjects appointed as Data Processors is available, upon request, at the company's registered office.

Information Notice according to Article 13 of the Italian Personal Data Protection Code released by the Accommodation facility to the User in relation to the booking contract

WHEREAS

- pursuant to the convention dated 26 Aug. 2014 and ensuing notarial special power of attorney dated 8 Sept. 2014 (File No. 18.585 and Index No. 69.237 of Notary Public M. Dolzani, Trento), Trentino Sviluppo S.p.A has, in turn, assigned to Trentino Marketing S.r.l. the afore said assignment by the Autonomous Province of Trento, authorizing Trentino Marketing S.r.l. to operate and manage, in the name and on behalf of Trentino Sviluppo S.p.A., all of the operations and activities regarding the development of the local tourist marketing of Trentino in the various areas of intervention. Within the scope of the assigned task, Trentino Marketing S.r.l. has also been entrusted with the management of the Local Tourist Portal of Trentino and the associated booking system with the faculties

**AGREEMENT
BETWEEN HOSPITALITY OPERATOR/USER**

- to acquire and/or take on obligations with respect to all the subjects;
- in any case, the convention envisages that the Data Controller of the personal data gathered through the Local Tourist Portal of Trentino be Trentino Sviluppo S.p.A and that Trentino Marketing S.r.l. be nominated external Data Processor;
 - Trentino Marketing S.r.l., within the scope of the assigned task, has agreed in the name of and on behalf of Trentino Sviluppo S.p.A. upon a licensing contract for the use of a booking platform with Feratel Media Technologies AG e P.M.I. s.r.l. The platform (hereafter named “*Platform*”) is also accessible from the Local Tourist Portal of Trentino found on the following website: www.visittrentino.it;
 - the Platform places at the disposal of the tour operators of Trentino working in the tourist accommodation sector, acknowledged by the Tourism Department of the Autonomous Province of Trento and with operational headquarters in the Province of Trento (accommodation facilities in Trentino, in the form of hotels and of other establishments, including private apartments, campsites and mountain huts), the opportunity of offering portal users their tour operator services only as regards accommodation and provides portal users with the opportunity to check availability with these tour operators, to send requests and to make bookings.
 - The User intends to enter through the Platform upon a telematic contract for the booking of tourist services, only as concerns accommodation, with accommodation facilities in Trentino, in the form of hotels and of other establishments (including private apartments, campsites and mountain huts) currently on said Platform (hereafter named “*Accommodation Facilities*”). To this purpose, the User will send to the chosen Accommodation Facility a booking request for tourist services of purely accommodative nature and the relevant telematic contract.

For the reasons as above stated, **the Tour Operator**, as defined above, provisionally intends

TO INFORM THE USER

that the processing of his/her personal data collected during the negotiations and the (telematic) contract for booking of tourist services of purely accommodative nature, agreed upon through the Platform with the accommodation facility in Trentino chosen by such User, including the data of his/her credit card, shall be processed according to the principles of fairness, lawfulness and transparency whilst guarding the confidentiality and rights of the User. According to Article 13 of the Personal Data Protection Code – Italian Legislative Decree 30.06.2003, No. 196 and subsequent amendments (hereafter named “*Code*”), the following information is provided:

**AGREEMENT
BETWEEN HOSPITALITY OPERATOR/USER**

- A. **AIMS OF PROCESSING** – Personal data shall be processed with the following aims:
1. [**Contractual aim - obligatory**] **i**) to fulfill the precontractual and contractual obligations linked with the (telematic) contract for booking tourist services of purely accommodative nature agreed upon with the Accommodation facility in Trentino, in the form of hotels and of other establishments (including private apartments, campsites and mountain huts), as outlined in the General Conditions of the contract regarding access to the Platform and use of Booking Trentino; **ii**) to fulfill, through Trentino Marketing S.r.l., the obligations under Articles 12 and 13, paragraph 2, of Italian Legislative Decree No. 70 / 2003.
 2. [**Legal aims**] to fulfill the relevant legal obligations.
- B. **PROCESSING PROCEDURE** – The afore said data shall be processed by operators and managers formally identified by the Accommodation facility, who will use instruments and supports (paper, magnetic, informatics or telematics supports) capable of guaranteeing safety and confidentiality of the data. Processing may also be performed via the use of automated devices capable of storing, managing and transmitting them telematically. The databanks are kept in protected environments, the access to which is under constant surveillance, and in compliance with the provisions of the Code.
- C. **NATURE OF PROCESSING** - Data supply on the part of the user is:
- **MANDATORY**, hence the possible refusal to supply one’s personal data in full or in part, or the lack of the required authorization to process them and/or communicate them to third parties may lead to the Accommodation facility being unable to fulfill the precontractual and contractual obligations linked to the contract for booking tourist services of purely accommodative nature.
- D. **COMMUNICATION OF PROCESSING** – Without prejudice to the communication and release actions performed to accomplish legal obligations, the data may be sent in Italy and/or within the European Union to:
- Trentino Marketing S.r.l.;
 - Trentino Sviluppo S.p.A.;
 - electronic communication providers and electronic equipment producers;
 - providers of e-commerce services and payment systems;
 - Tourist Boards officially located in the Province of Trento in whose area of interest the Accommodation Facility is located to which the user has sent, via the Platform, a request for booking and/or for tourist services;
 - Consortia of the “Pro Loco” Associations located in the Province of Trento (Consorzio Pro Loco Valle dei Mòcheni; Consorzio Turistico Altopiano della Vigolana; Consorzio Turistico Piana Rotaliana – Königsberg; Consorzio Turistico Giudicarie Centrali;

**AGREEMENT
BETWEEN HOSPITALITY OPERATOR/USER**

Consorzio Turistico Valle del Chiese; Consorzio per il Turismo Valle di Ledro) in whose area of interest the Accommodation Facility is located to which the user has sent, via the Platform, a request for booking and/or for tourist services;

– Feratel Media Technologies AG e P.M.I. S.r.l.

E. **RIGHTS OF THE DATA OWNER** – With regard to his/her personal data, the user may exercise the rights envisaged in Art. 7 of Legislative Decree No. 196 dd. 30 June 2003 and subsequent amendments, within the limits and under the terms and conditions of Articles 8, 9 and 10 of the afore said Legislative Decree.

F. **PERSONAL DATA CONTROLLER AND PERSONAL DATA PROCESSOR** – The Personal Data Controller is the Accommodation facility with which the booking was made. The complete and updated list of subjects appointed as Data Processors is available, upon request, at the Data Controller's registered office.