SCANDIWALKS

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GENERAL TERMS AND CONDITIONS FOR THE SALE OF PACKAGE TRAVEL

1. REGULATORY FRAMEWORK

Every package travel contract, whether the services are performed in Italy or abroad, is strictly governed by the Italian Tourism Code (*Codice del Turismo*, Legislative Decree No. 79 of 23 May 2011, Articles 32–51 *novies*). This includes the amendments introduced by Legislative Decree No. 62 of 6 June 2018, implementing EU Directive 2015/2302. Where applicable, the agreement is also subject to Italian Law No. 1084 of 27 December 1977 (International Convention on Travel Contracts - CCV), the Consumer Code (Legislative Decree No. 206 of 6 September 2005), and the Navigation Code (Royal Decree No. 327 of 30 March 1942). These General Terms and Conditions, together with our specific Booking and Cancellation Policies, Privacy Policy, and the specific travel itinerary, constitute the entire legal basis of the contract.

2. TECHNICAL SPECIFICATIONS, TRAVELER PROTECTION AND INSURANCE

- **Organizer/Operator Details:** Scandiwalks di Ornati Pamela
- **Registered Office:** Viale Antonio Gramsci 43, 00015 Monterotondo (RM), Italy. **Contact:** +39 3288634138.
- **VAT Number:** 17697121006.
- **Administrative Authorization / License:** 00538.2024.AP issued by the Municipality of Monterotondo (Rome).
- **Professional Civil Liability Insurance (Third-Party Liability Policy):**
  - **Insurance Company:** Nobis Compagnia di Assicurazioni
  - **Policy Number:** 203808603
  - **Coverage Limit:** € 2,100,000.00 per individual claim.
- **Protection against Insolvency and Bankruptcy (Insolvency Protection Policy):** Every holiday package governed by this contract is protected by a mandatory guarantee against insolvency. This ensures that all funds paid by travelers are refunded should the services fail to be provided due to the insolvency or bankruptcy of Scandiwalks. Scandiwalks has secured this insolvency protection under policy number OX00062236 with AMI

Assistance. Travelers benefit from this protection regardless of their country of residence or departure.
    - **Provider/Fund:** AMI Assistance
    - **Policy/Membership Number:** OX00096475
- **Prices and Currency:** All prices set forth in our itineraries and on the website are expressed in Euros (€) and include VAT where applicable, unless explicitly stated otherwise.
- **Validity of Programs:** Specific travel programs and customized itineraries are valid for the dates and durations explicitly detailed in the final booking confirmation/invoice issued to the client.

3. DEFINITIONS (ARTICLE 33 ITALIAN TOURISM CODE)

For the purposes of this contract, the following terms are defined as follows:

- **Traveler:** Any person who is seeking to conclude a contract, is entitled to travel on the basis of a contract concluded, or is bound by a contract within the scope of organized tourism;
- **Trader (*Professionista*):** Any natural person or any legal person, irrespective of whether privately or publicly owned, who is acting for purposes relating to his/her trade, business, craft, or profession in contracts governed by organized tourism law, whether acting as organizer, retailer, trader facilitating linked travel arrangements, or as a travel service provider, in accordance with applicable legislation;
- **Organizer:** A trader who combines and sells or offers for sale packages, either directly or through another trader or together with another trader. For the purposes of these terms, Scandiwalks is the Organizer;
- **Retailer (*Venditore*):** A trader other than the organizer who sells or offers for sale packages combined by an organizer.

4. DEFINITION OF TRAVEL PACKAGE (Article 33(1)(4)(c) Italian Tourism Code)

"Travel Package" means a combination of at least two different types of travel services for the purpose of the same trip or holiday, provided that at least one of the following conditions is met:

1. Such services are combined by a single trader, including at the request of or in accordance with the selection of the traveler, before a single contract on all services is concluded; or
2. Irrespective of whether separate contracts are concluded with individual travel service providers, such services are:
    - **2.1)** purchased from a single point of sale and selected before the traveler agrees to pay;
    - **2.2)** offered, sold, or charged at an inclusive or total price;
    - **2.3)** advertised or sold under the term "package" or an equivalent term;

- **2.4)** combined after the conclusion of a contract by which a trader entitles the traveler to choose among a selection of different types of travel services; or
- **2.5)** purchased from separate traders through linked online booking processes where the traveler's name, payment details, and email address are transmitted from the trader with whom the first contract is concluded to another trader or traders, and a contract with the latter trader or traders is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.

5. PRE-CONTRACTUAL INFORMATION TO THE TRAVELER (ARTICLE 34 ITALIAN TOURISM CODE)

Prior to the conclusion of the package travel contract, the organizer (and, where the package is sold through a retailer, the retailer as well) shall provide the traveler with the appropriate standard information form pursuant to Annex A, Part I or Part II of the Tourism Code. Scandiwalks shall provide the traveler with all relevant standard information concerning the package via the website, official digital itinerary, or email quotes, together with the following information:

- **a)** The main characteristics of the travel services:
  - The travel destination(s), itinerary, and periods of stay, with dates and, where accommodation is included, the number of nights included;
  - The means, characteristics, and categories of transport, the points, dates, and time of departure and return, the duration and location of intermediate stops, and transport connections; where the exact time is not yet determined, the organizer and, where applicable, the retailer shall inform the traveler of the approximate time of departure and return;
  - The location, main features, and, where applicable, tourist category of the accommodation under the rules of the country of destination;
  - Meal plan/meals provided;
  - Visits, excursion(s), or other services included in the total agreed price of the package;
  - Where it is not clear from the context, whether any of the travel services will be provided to the traveler as a member of a group and, if so, the approximate size of the group;
  - The language in which the services will be carried out;
  - Whether the trip or holiday is generally suitable for persons with reduced mobility and, upon the traveler's request, precise information on the suitability of the trip or holiday taking into account the traveler's needs;
- **b)** The trading name and geographical address of the organizer and, where applicable, of the retailer, as well as their telephone numbers and email addresses;
- **c)** The total price of the package inclusive of taxes and all additional fees, charges, and other costs or, where those costs cannot reasonably be

calculated before the conclusion of the contract, an indication of the type of additional costs that the traveler may still have to bear;
- **d)** The payment arrangements, including any amount or percentage of the price to be paid as a deposit and the schedule for payment of the balance, or financial guarantees to be paid or provided by the traveler;
- **e)** The minimum number of persons required for the package to take place and the time limit referred to in Article 41(5)(a) before the start of the package for the possible termination of the contract if that number is not reached;
- **f)** General information on passport and visa requirements, including approximate periods for obtaining visas and health formalities of the country of destination;
- **g)** Information that the traveler may terminate the contract at any time before the start of the package upon payment of an appropriate termination fee, or, where applicable, the standardized termination fees required by the organizer;
- **h)** Information on optional or compulsory insurance to cover the cost of unilateral termination of the contract by the traveler or the cost of assistance, including repatriation, in the event of accident, illness, or death;
- **i)** Details of insolvency or bankruptcy protection.

For package travel contracts concluded by telephone, the organizer or trader shall provide the traveler with the standard information form and the information referred to in paragraph 1.

This information—whether for contracts executed in person or distance contracts—is provided to the traveler on a durable medium pursuant to Article 34 of Legislative Decree 79/2011 and Article 51 of Legislative Decree 206/2005. The document is delivered in PDF format via email to the address specified by the traveler or by paper delivery where possible, and may be stored and reproduced by the recipient for a period appropriate to its intended purposes.

6. CONCLUSION OF THE PACKAGE TRAVEL CONTRACT (ARTICLE 36 ITALIAN TOURISM CODE)

The offer to purchase a package travel contract must be drafted on a specific contract form (which may be electronic or provided on another durable medium), fully completed and signed by the client, who shall receive a copy thereof. The acceptance of the offer is deemed finalized, and the contract concluded, only when the organizer transmits the relevant confirmation (including via electronic systems) to the traveler or to the selling travel agency, which will handle delivery to the traveler. Any details regarding the travel package not contained in the contractual documents, brochures, or other written communications will be provided by the organizer, in compliance with statutory requirements, prior to the start of the trip.

Special requests regarding the delivery or performance of certain services included in the package—including dietary restrictions, food intolerances, or

specific mobility requirements—must be made at the time of the booking request and must be the subject of a specific agreement between the traveler and the organizer. Upon a positive determination by the organizer regarding the feasibility of such requests, they shall be incorporated into the package travel contract and into the relevant confirmation provided to the traveler on a durable medium.

In the case of off-premises contracts, the traveler has the right to withdraw from the package travel contract within five days from the date of conclusion of the contract, or from the date on which they receive the contractual conditions and preliminary information (if later), without penalty and without giving any reason. In cases of offers with significantly reduced rates compared to current offers, the right of withdrawal is excluded. In the latter case, the organizer documents the price variation, clearly highlighting the exclusion of the right of withdrawal.

7. TERMS AND CONDITIONS OF PAYMENT

Unless alternative terms are explicitly indicated in the pre-contractual details or booking confirmation, the payment schedule is structured as follows:

- **a)** Any registration or administrative handling fees must be paid at the time of booking;
- **b)** A deposit on the total package price must be paid at the time of booking. The final balance must be paid strictly within the deadline specified by Scandiwalks in the booking confirmation.

Unless otherwise stated, a deposit is required to confirm the reservation.

Final payment must be received at least 45 days prior to the first service.

If booking within 45 days of departure, the full amount is due immediately. Failure to comply with the payment deadline entitles the organizer to terminate the contract immediately.

For any bookings made after the standard balance deadline, the full tour price must be paid in full at the time of booking.

Failure to make payments, even in part, by the indicated deadlines constitutes a material breach of contract and triggers the operational effect of the express termination clause (*clausola risolutiva espressa*) pursuant to applicable Italian law. In such cases, Scandiwalks reserves the right to automatically cancel the booking and terminate the contract by sending a simple written notification via email. A payment is considered made only once the funds have been cleared and received in full into Scandiwalks' bank account.

8. PRICE REVISION AND ADJUSTMENT (ARTICLE 39 ITALIAN TOURISM CODE)

Prices are set in EUR (€). The price of the package travel is determined in the contract with reference to what is stated in the official itinerary, digital quote, or on the Operator's website.

After the conclusion of the package travel contract and prior to its commencement, prices may be increased or reduced by the Organizer up to a maximum of 8%.

Price increases are possible exclusively as a direct consequence of changes regarding:

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

If the price increase referred to in this Article exceeds 8% of the total package price, paragraphs 2, 3, 4, and 5 of Article 40 of the Tourism Code shall apply [Right to terminate without penalty].

A price increase, regardless of its amount, is possible only if the organizer informs the traveler clearly and comprehensibly on a durable medium, along with the justification for that increase and the calculation method, at least 20 days before the start of the package.

In the event of a price reduction, the organizer shall be entitled to deduct actual administrative and management expenses from the refund due to the traveler and shall provide proof of those expenses upon the traveler's request.

9. ALTERATION OR CANCELLATION OF THE TRAVEL PACKAGE BEFORE DEPARTURE (ARTICLE 40 ITALIAN TOURISM CODE)

Prior to the start of the package, the organizer cannot unilaterally change package travel contract terms other than the price in accordance with the above (Article 39), unless the organizer has reserved that right in the contract and the change is insignificant. The organizer shall inform the traveler of the alteration in a clear and prominent manner on a durable medium.

If, before the start of the package, the organizer is constrained to alter significantly any of the main characteristics of the travel services referred to in Article 34(1)(a), or cannot fulfill the special requests referred to in Article 36(2), or proposes to increase the price of the package by more than 8% in accordance with Article 39, the traveler may, within a reasonable period specified by the organizer, accept the proposed change or terminate the contract without paying

a termination fee. In the event of termination, the organizer may offer the traveler a substitute package of equivalent or higher quality.

The organizer shall inform the traveler without undue delay, in a clear and prominent manner on a durable medium, of:

- **a)** the proposed changes referred to in paragraph 2 and their impact on the price of the package;
- **b)** a reasonable period within which the traveler must inform the organizer of their decision;
- **c)** the consequences of the traveler's failure to respond within the period referred to in point (b), as well as details of any substitute package offered and its price.

Where the alterations to the package travel contract or the substitute package referred to in paragraph 2 result in a package of lower quality or cost, the traveler shall be entitled to an appropriate price reduction.

If the package travel contract is terminated pursuant to paragraph 2, and the traveler does not accept a substitute package, the organizer shall refund all payments made by or on behalf of the traveler without undue delay and in any event not later than 14 days after the contract is terminated, net of any non-refundable expenses incurred by the organizer.

10. TERMINATION OF THE CONTRACT BY THE TRAVELER OR ORGANIZER (ART. 41 ITALIAN TOURISM CODE)

The traveler may terminate the package travel contract at any time before the start of the package upon payment of appropriate and justifiable termination fees, of which the organizer shall provide a breakdown upon request.

The package travel contract may specify reasonable standardized termination fees based on the timing of the termination before the start of the package and the expected cost savings and income from alternative deployment of the travel services.

In the absence of standardized termination fees, the amount of the termination fee shall correspond to the price of the package minus the cost savings and income from alternative deployment of the travel services.

In the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the performance of the package, or which significantly affect the carriage of passengers to the destination, the traveler shall have the right to terminate the contract before the start of the package without paying any termination fee, and shall be entitled to a full refund of any payments made for the package, but not to additional compensation.

The organizer may terminate the package travel contract and provide the traveler with a full refund of all payments made for the package, but shall not be liable for additional compensation, if:

- **a)** the number of persons enrolled in the package is less than the minimum number stated in the contract and the organizer notifies the traveler of the termination of the contract within the period fixed in the contract, but not later than:
    - 20 days before the start of the package in the case of trips lasting more than six days;
    - 7 days before the start of the package in the case of trips lasting between two and six days;
    - 48 hours before the start of the package in the case of trips lasting less than two days;
- **b)** the organizer is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the traveler of the termination of the contract without undue delay before the start of the package.

The organizer shall process all refunds required under paragraphs 4 and 5, or, with respect to paragraphs 1, 2, and 3, refund any payment made by or on behalf of the traveler minus the appropriate termination fee, without undue delay and in any event not later than 14 days after the package travel contract is terminated. In the cases referred to in paragraphs 4 and 5, functionally linked contracts concluded with third parties shall be automatically terminated.

11. ASSIGNMENT OF THE CONTRACT AND SUBSTITUENT TRAVELERS (ART. 38 ITALIAN TOURISM CODE)

A traveler may, after giving reasonable notice to the organizer on a durable medium at least seven days before the start of the package, assign the package travel contract to a person who satisfies all the conditions applicable to that contract.

The assignor [the original traveler] and the assignee [the new traveler] of the package travel contract shall be jointly and severally liable for the payment of the balance of the price and for any additional fees, charges, or other costs, including administrative and handling expenses arising from such assignment.

The organizer shall inform the assignor of the actual costs of the assignment, which must be expressly accepted by the assignor. Those costs shall not exceed the actual expenses incurred by the organizer for the assignment of the package travel contract. The organizer shall provide the assignor with proof of the additional fees, charges, or other costs arising from the assignment.

In any event, any traveler requesting a modification to an element of an already confirmed booking—provided that the request does not constitute a novation of the contract and its execution remains possible—must pay the Tour Operator a

fixed administrative charge in addition to any actual expenses resulting from the modification itself.

12. TRAVELER'S OBLIGATIONS AND RESPONSIBILITIES

Travelers are solely responsible for obtaining, verifying, and complying with all passport, visa, and health requirements necessary to enter and travel within Italy. Information must be independently verified by travelers with their respective national embassies, consulates, or official government channels prior to departure.

Regulations for Minors: Minors must possess their own valid individual travel document (a valid passport or, where applicable within the EU, a valid national identity card suitable for international travel). Families traveling with minors must strictly comply with the official requirements of their country of origin and Italian border authorities.

Travelers must independently obtain the corresponding information from their diplomatic representations and/or official government channels. In any case, prior to departure, travelers are responsible for checking updates with competent authorities. In the absence of such verification, no liability for the failure to depart of one or more travelers may be attributed to the retailer or organizer.

Travelers must inform the organizer of their nationality at the time of the booking request. Prior to departure, they must definitively ensure that they hold the necessary vaccination certificates, individual passports, and any other document valid for all destinations included in the itinerary, as well as required transit/stay visas and health certificates. In the absence of such verification, no liability for the failure to depart or arrive of one or more travelers may be attributed to the organizer.

In order to assess the socio-political and health safety situation at travel destinations, the organizer and travelers are required to consult the official general advisories issued by the Ministry of Foreign Affairs of their respective governments. This information is subject to constant change and is not included in the static descriptions of travel catalogs or digital itineraries. Furthermore, travelers must exercise ordinary prudence and diligence, comply with specific regulations in force in Italy, follow all instructions provided by the organizer, and adhere to administrative or statutory provisions. Travelers shall be held liable for any damage suffered by the organizer due to non-compliance with these obligations, including expenses required for their repatriation.

An organizer who has paid compensation, a price reduction, or damages, or who has been forced to comply with other statutory obligations, retains a right of recourse (*diritto di regresso*) against all parties that contributed to the event. An organizer who has compensated the traveler is subrogated, up to the amount of compensation paid, to all rights and actions of the traveler against responsible

third parties; the traveler shall provide all documentation and information necessary to exercise such right of subrogation.

The traveler is obliged to inform the organizer without delay, during the trip, of any perceived lack of conformity in the execution of travel services, in order to enable the organizer to find a prompt solution.

Medical Conditions and Special Requests: Travelers are strictly required to inform the organizer at the time of booking of any specific personal conditions, dietary restrictions, food intolerances, severe allergies, or mobility issues (including pregnancy). Many historic sites, cobbled streets, and venues in Italy have inherent structural and architectural limitations; therefore, any requests for tailored logistics, accessible routes, or specific dietary arrangements must be explicitly requested and confirmed in writing at the time of booking.

Travelers must comply at all times with all Italian laws and local customs.

13. ORGANIZER'S LIABILITY AND PERFORMANCE OF THE PACKAGE (ARTICLE 42 ITALIAN TOURISM CODE)

The Organizer is responsible for the performance of the travel services included in the package travel contract, regardless of whether such services are to be performed by the organizer itself, its agents or employees in the exercise of their duties, third parties whose work it utilizes, or other travel service providers, pursuant to Article 1228 of the Italian Civil Code.

The traveler, in accordance with the principles of good faith and diligence (Articles 1175 and 1375 of the Italian Civil Code), shall inform the Organizer, directly or through the retailer, without undue delay, taking into account the circumstances of the case, of any lack of conformity detected during the performance of a travel service included in the contract.

If any of the travel services are not performed in accordance with the contract, the Organizer shall remedy the lack of conformity, unless that is impossible or causes disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected. If the Organizer does not remedy the lack of conformity, Article 43 shall apply and travelers may be entitled to a price reduction or compensation for damages.

Subject to the exceptions set out in paragraph 3, if the Organizer does not remedy the lack of conformity within a reasonable period set by the traveler, the traveler may do so personally and request reimbursement of necessary, reasonable, and documented expenses. It shall not be necessary for the traveler to specify a time limit if the Organizer refuses to remedy the lack of conformity or if immediate remedy is required.

Where a lack of conformity constitutes a substantial non-performance of the services and the Organizer does not remedy it within a reasonable period set by

the traveler, the traveler may terminate the contract with immediate effect without payment of fees, or request a price reduction, without prejudice to any compensation for damages. In the event of contract termination, if the package included transport, the Organizer shall also arrange the repatriation of the traveler with equivalent transport without undue delay and at no additional cost.

As long as it is impossible to ensure the traveler's return due to unavoidable and extraordinary circumstances, the Organizer shall bear the cost of necessary accommodation, where possible of equivalent category, for a period not exceeding three nights per traveler, or for the longer period provided for in applicable EU passenger rights legislation.

The 3-night cost limitation set out in paragraph 6 shall not apply to persons with reduced mobility (as defined in Regulation (EC) No 1107/2006) and any person accompanying them, 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.

If, due to subsequent circumstances not attributable to the Organizer, a substantial part of the travel services cannot be provided as agreed in the contract, the Organizer shall offer, at no extra cost to the traveler, suitable alternative arrangements, where possible of equivalent or higher quality, so that the package can continue. If the proposed alternative arrangements result in a package of lower quality, the Organizer shall grant the traveler an appropriate price reduction.

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

If it is impossible to provide alternative arrangements, or if the traveler rejects the proposed arrangements in accordance with paragraph 9, the traveler is entitled to a price reduction.

Where, due to subsequent circumstances not attributable to the Organizer, it is impossible to ensure the traveler's return as agreed in the contract, paragraphs 6 and 7 shall apply.

14. RETAILER'S LIABILITY (Articles 50 – 51 *quater* Italian Tourism Code)

Where a travel package organized by Scandiwalks is sold to the traveler through an authorized third-party travel agency acting as Retailer, the Retailer is liable for the execution of the mandate conferred upon it by the traveler under the travel agency agreement, in accordance with the diligence required for the exercise of the corresponding professional activity.

Where a package is sold through a third-party Retailer, such Retailer is solely liable for its own booking errors, delays, or omissions in transmitting information. Scandiwalks shall not be held liable for any damages, cancellations, or missed services resulting from errors directly attributable to the Retailer.

Any claim linked to the purchase process, agency mediation, or booking handled by the Retailer must be addressed exclusively by the traveler to the Retailer within the statutory two-year limitation period.

15. LIMITATION OF LIABILITY AND COMPENSATION (Article 43(5) Italian Tourism Code)

Compensation for damages arising from non-performance or improper performance of the services included in the package travel—excluding personal injury or damage caused intentionally or through gross negligence—is strictly limited to a maximum of three times the total price of the package travel contract.

The right to compensation for personal injury is subject to a three-year limitation period, starting from the date of the traveler's return to the place of departure, or the longer period provided for compensation of personal injury under the provisions governing the individual services included in the package.

16. CONTACTING THE ORGANIZER VIA THE RETAILER (Article 44 Italian Tourism Code)

The Traveler may address messages, requests, or complaints relating to the performance of the package directly to the Retailer through whom it was purchased. The Retailer shall forward those messages, requests, or complaints to the Organizer without undue delay.

For the purpose of compliance with deadlines or limitation periods, the date on which the Retailer receives the messages, requests, or complaints referred to in paragraph 1 shall also be considered the date of receipt by the Organizer.

17. OBLIGATION TO PROVIDE ASSISTANCE (ARTICLE 45 ITALIAN TOURISM CODE)

The organizer shall give appropriate assistance without undue delay to the traveler in difficulty, including in the circumstances referred to in Article 42(7) of the Tourism Code, in particular by providing appropriate information on health services, local authorities, and consular assistance, and assisting the traveler to make distance communications and helping the traveler to find alternative travel arrangements.

The organizer may charge a reasonable fee for such assistance if the difficulty is caused intentionally by the traveler or through the traveler's negligence. That fee shall not in any event exceed the actual costs incurred by the organizer.

18. CANCELLATION INSURANCE AND REPATRIATION COSTS (Article 47(10) Italian Tourism Code)

Scandiwalks does not provide, sell, or include any travel insurance policy in the tour price. Travelers are solely responsible for independently purchasing their own insurance coverage.

In accordance with statutory information requirements, Scandiwalks strongly advises and reminds all travelers to independently obtain a comprehensive travel insurance policy at the time of booking. It is strongly recommended that this policy cover:

- Non-refundable cancellation fees and trip interruption;
- Medical expenses, personal accidents, and/or illness;
- Emergency medical rescue and international repatriation costs;
- Loss, theft, or damage to personal baggage.

Scandiwalks shall not be held liable for any financial losses, medical expenses, or logistical costs incurred by the traveler due to failure to secure adequate insurance coverage.

19. ALTERNATIVE DISPUTE RESOLUTION (Article 36(5)(g) Italian Tourism Code)

The organizer may propose to the traveler—within the catalog, documentation, on its official website, or through other means—alternative dispute resolution (ADR) methods for any claims arising, pursuant to Legislative Decree No. 206/2005. In such cases, the organizer shall specify the type of alternative dispute resolution proposed and the legal effects that such adherence entails.

For any legal dispute arising from this contract, jurisdiction shall be determined in accordance with mandatory rules governing consumer contracts under Italian and international law.

20. INSURANCE GUARANTEES AND INSOLVENCY PROTECTION (ARTICLE 47 ITALIAN TOURISM CODE)

Organizers established on national territory are covered by a civil liability insurance policy in favor of the traveler for compensation of damages resulting from the breach of their respective contractual obligations.

Civil Liability Insurance: Scandiwalks is covered by a Professional Civil Liability policy to compensate travelers for any damage resulting from a direct breach of contractual obligations, whether acting directly as Tour Organizer or as Booking Agent/Retailer for third-party travel services.

Insolvency Protection Guarantee: In strict compliance with European consumer protection laws, all travel packages organized by Scandiwalks are

protected by a mandatory guarantee against insolvency. Scandiwalks has executed this mandatory financial protection with AMI Assistance (Policy Number: OX00062236). In the event of insolvency or bankruptcy of Scandiwalks, this guarantee ensures, promptly upon request:

- **a)** Full reimbursement of all payments made for the tour if the trip has not yet commenced;
- **b)** Immediate repatriation of the traveler if the package includes return transportation, together with necessary board and lodging expenses pending the return journey.

This financial protection is strictly tailored to our business volume and covers all foreseeable costs and traveler advance payments.

Global Validity: Travelers are entitled to this insolvency protection regardless of their country of residence, point of departure, or the location where the tour booking was completed.

Tour Continuation Option: Where applicable, and as an alternative to an immediate refund or repatriation, the traveler may be offered the choice to continue the tour under modified but equivalent arrangements, in accordance with standard statutory provisions.

21. OPERATIONAL VARIATIONS AND TIMETABLES

Due to the considerable advance notice with which tour itineraries and schedules are published, transport times (including, but not limited to, trains, domestic transfers, or local transport) and specific itineraries indicated in the booking confirmation may be subject to modification and subsequent validation by transport providers.

Scandiwalks will promptly inform travelers of any significant operational variations affecting the itinerary as soon as they are communicated by official transport companies. Travelers are responsible for checking and verifying final departure times and details provided by Scandiwalks in the final travel documentation sent prior to the start of the tour.

22. PRIVACY POLICY AND DATA PROTECTION (GDPR)

Pursuant to Article 13 of General Data Protection Regulation (EU) 2016/679 (GDPR), Scandiwalks hereby informs you that all personal data collected during the booking process or through our website will be processed in strict compliance with European data protection standards and for the sole purpose of performing your travel contract.

For complete and updated information on how your data is collected, stored, and shared with third-party suppliers (such as accommodation partners, transport companies, or local guides), travelers are invited to consult our full Privacy Policy available via the dedicated link in the footer of our website.

MANDATORY NOTICE PURSUANT TO ARTICLE 17 OF ITALIAN LAW NO. 38/2006

"Italian law punishes offenses concerning child prostitution and child pornography with imprisonment, even if committed abroad."