

## TRAVEL EXTRA PACK

### 1. SUBJECT OF THE CONTRACT

These contractual conditions (hereinafter also the "Contract") govern the operation of the Travel Extra Pack and the related contractual rights guaranteed to users by the purchase made on their behalf by the principal contractor (hereinafter also the "Principal Contractor" or "Customer"). For the purposes of the Travel Extra Pack, users are adults and children, with the exception of infants under 2 years of age (hereinafter also the "Users" or "Passengers").

The Travel Extra Pack is offered by the same company that sells the Tourist Package, on its own behalf or on behalf of a third-party organiser (as defined by the EU Directive 2015/2302). According to the lastminute.com group website where the Travel Extra Pack is purchased, this company can be:

- BravoNext, S.A. (a company listed in the business register under no. CHE - 115.704.228), headquartered in Vicolo de' Calvi 2 – CH-6830 Chiasso (Switzerland); or
- Red Universal de Marketing y Bookings Online, S.A.U. (company identified by the licence code CICMA 1800), headquartered in Paseo de la Florida 2 Oficina exterior 2 - 28008 Madrid (Spain); or
- LMnext FR SASU, headquartered in 75, Boulevard Haussmann - 75008, Paris (France) (RCS Paris n. 809 437 072, SIRET n. 809 437 072 00022),

(hereinafter referred to as "the Company").

With the purchase of the Travel Extra Pack at the cost indicated in the descriptive box shown during the purchase process, which is applied per User/Passenger, each User/Passenger is entitled to the following benefits:

A) a discount applied for each Passenger equal to the amount indicated in the descriptive box included in the purchase of the Tourist Package with which the Travel Extra Pack is purchased;

B) a discount voucher sent for each Passenger equal to the amount indicated in the descriptive box (hereinafter also the "TEP Voucher") that can be spent to purchase another Tourist package (flight + hotel), subject to the minimum spending amount indicated in the offer shown on the Company's website. The TEP Voucher will be sent within 7 days after the purchase of the Tourist Package to the Customer's email address by combining the amounts due to the various Passengers. The aforementioned voucher may be used within 12 months of issue to purchase a new Tourist Package on the Company's website, under the conditions specified below.

Please note that the benefits of the Travel Extra Pack are independent and distinct from the components of the Tourist Package. Therefore, these contractual conditions are to be considered separate and additional to the contractual conditions governing the purchase of a Tourist Package, which are made available to the Customer and can be freely consulted before the finalisation of the booking of the Tourist Package itself.

## 2. CHARACTERISTICS OF THE TRAVEL EXTRA PACK

The Travel Extra Pack is completely voluntary and optional for the Customer and can only be purchased simultaneously with the purchase of a Tourist Package. However, it should be noted that the Travel Extra Pack and the Tourist Package are independent products.

With particular reference to the benefits referred to in Article 1, the following should be noted:

- A) the discount will be included in the purchase price of the Tourist Package with which the Travel Extra Pack is purchased. Therefore, the basis of the calculation for applying the discount will take into account the total amount of the Tourist Package, including any additional services selected by the Customer.
- B) The TEP Voucher will be sent to the email address indicated during the purchase of the Tourist Package and will be immediately usable by the Customer to make subsequent bookings of Tourist Packages (Flight + Hotel) on the Company's website, reachable through direct traffic. The TEP Voucher can be used without any limit on the departure date of the trip, the route and the destination and with the right of multiple uses up to its value, subject to the minimum spending amount indicated in the offer shown on the Company's website.

The duration of the TEP Voucher is set at 12 months from the date of delivery. The TEP Voucher will automatically lose its effectiveness upon expiry of this period, regardless of the degree to which it has been used, and will not be renewable or convertible into money, or exchangeable with other products or services offered by the Company or by third parties.

Please note that in order to use the TEP Voucher in subsequent bookings, the same voucher can only be redeemed using the email address used during the purchase of the Tourist Package.

In the event of a purchase by deposit and balance, the TEP Voucher will be sent at the time the deposit is paid.

However, TEP Vouchers cannot be combined with other vouchers issued by the Company for promotional or cashback initiatives.

Furthermore, they are not transferable and cannot be sold or exchanged with other goods and services offered by the Company or by third parties.

## 3. RIGHT OF WITHDRAWAL

The Customer who is a "Consumer" pursuant to European Union law has the right to withdraw from the purchase of the Travel Extra Pack within 20 days of its purchase (hereinafter referred to as: the "Withdrawal Period"), without the obligation to provide any reason and without having to bear any cost. The Withdrawal Period starts from the day the Customer receives the Travel Extra Pack purchase confirmation email.

Please note that the withdrawal from the purchase contract for the Travel Extra Pack does not entail the withdrawal from the purchase contract for the Tourist Package, which remains governed by the relevant contractual conditions of sale accepted during the booking of the Tourist Package.

To exercise the right of withdrawal from the Travel Extra Pack, the Customer must notify the Company of its intention to withdraw from the Travel Extra Pack purchase contract by writing to the Company's headquarters address or by sending an email to [withdrawal@en.customer-travel-care.com](mailto:withdrawal@en.customer-travel-care.com) before the Withdrawal Period expires.

The withdrawal will be effective for all Passengers benefiting from the Travel Extra Pack. Following the withdrawal, the Company will cancel the benefits of the Travel Extra Pack with immediate effect. Please note that, in this respect, since the benefits of the Travel Extra Pack apply starting from the purchase date, the service is immediately provided. WITH THE SIGNING OF THIS AGREEMENT, THEREFORE, THE CUSTOMER EXPRESSLY REQUESTS THAT THE SUPPLY OF THE SERVICE STARTS BEFORE THE EXPIRY OF THE WITHDRAWAL PERIOD.

FURTHERMORE, THE CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT THE CANCELLATION OF THE BENEFITS OF THE TRAVEL EXTRA PACK RESULTING FROM THE EXERCISE OF THE RIGHT OF WITHDRAWAL RESULTS IN THE CANCELLATION OF THE DISCOUNT USED DURING THE BOOKING OF THE TOURIST PACKAGE AND AS A CONSEQUENCE THE FULL PRICE OF THE TOURIST PACKAGE WILL BE CHARGED, AND THE VOUCHER TEP WILL BE CANCELLED.

In particular:

A) with reference to the discount, any refund due to the Customer following the exercise of the right of withdrawal from the Travel Extra Pack will be the result of the reduction in the value of the benefit used up to that point and the application of the supplementary component of the full price of the Tourist Package. Therefore, if, as a result of the offset between the two values, the refund due to the Customer is lower than that due to the Company, the latter reserves the right to charge the difference via the same payment method used by the Customer for the purchase of the Tourist Package;

B) with reference to the TEP Voucher, following the withdrawal, the Company will invalidate it, making it unusable for subsequent bookings.

The right of withdrawal can only be exercised if the benefits of the Travel Extra Pack are not considered irreversibly used, and therefore the right of withdrawal cannot be exercised: i) beyond the departure date, and ii) if the TEP Voucher has already been used by the Customer, even if it was only partially, on the date the notice of withdrawal is received.

Upon notification of withdrawal by the Customer, the Company will notify the Customer of the cancellation of the purchase of the Travel Extra Pack by email within 48 hours.

#### 4. APPLICABLE LIMITS IN THE EVENT OF CANCELLING THE TOURIST PACKAGE

With reference to the provisions of Article 2 of this Contract, by virtue of the independence of the Travel Extra Pack with respect to the Tourist Package, the Customer acknowledges and accepts that the possibility of cancelling the Tourist Package before departure does not entail the right to a refund of the cost of the Travel Extra Pack, whose benefits remain valid and fully effective. In particular:

A) in the event the Tourist Package is cancelled at the initiative of the Customer, the Company will cancel the Tourist Package booking without prejudice to the validity and usability of the benefits conferred by the Travel Extra Pack. It follows that the Customer will be subject to the application of the cancellation penalties provided for by the

contractual conditions of sale of the Tourist Packages and to the extent established therein, which will be calculated on the basis of the discounted price of the Tourist Package;

- B) in the event the Tourist Package is cancelled at the initiative of the Company, the cost of the Travel Extra Pack will not be refundable since the benefits of the same remain valid and fully effective. Therefore, the refund due to the Customer following the cancellation of the Tourist Package will be reduced by the cost of the Travel Extra Pack which, as it is independent, will not be refunded. In any case, the Customer's rights regarding the exercise of the right of withdrawal from the Travel Extra Pack illustrated in Article 3 of these contractual conditions remain unchanged.

## 5. APPLICABLE LAW

The relationship between the Customer and the Company is governed by the national law of the Customer's place of residence or domicile. The parties agree that the resolution of any dispute that may arise between them as a result of these conditions and the relationship established between them will be the exclusive jurisdiction of the court of the Customer's place of residence or domicile.