

## Contractual service conditions and privacy policy

Welcome to [vibra.lastminute.com](http://vibra.lastminute.com), a service operated by BravoNext S.A. ("BravoNext"), a Swiss company (company registration number CHE-115.704.228), headquartered at Vicolo de' Calvi, 2, 6830, Chiasso, Switzerland. BravoNext S.A. is registered under the ATOL number 11082.

Please take into account that your access and use of the Website requires your acceptance of the T&C. By continuing to access and/or use the Website, you are deemed to have accepted the T&C.

### 1. DESCRIPTION OF THE SERVICE

The key information relating to the Services offered by the Website and the applicable general conditions is presented below:

- The **"Flight + Hotel"** offer comparison and reservation service is provided by BravoNext S.A ( registration number CHE-115.704.228), a company incorporated under Swiss law belonging to the lastminute.com group, headquartered at Vicolo de' Calvi, 2, 6830, Chiasso, Switzerland ("BravoNext"). In accordance with the provisions of the Directive (EU) 2015/2302 of the European Parliament and of the Council of November 25, 2015 relating to travel packages and related travel services, BravoNext acts as the organiser of the package tours offered to the User and is legally responsible for their proper execution. BravoNext is responsible for any damage caused to the User due to the total or partial non-performance of the services contractually due, whether these are performed by BravoNext or by third party providers of the various services, unless BravoNext proves that the event results from the actions of the User or circumstances unrelated to the provision of the services provided for in the contract, unforeseeable circumstances, force majeure, or circumstances which the organiser could not, in accordance with professional diligence, reasonably foresee or resolve. For any type of pre and post contract assistance or claim relating to the provision of the chosen tourist package, the User can contact BravoNext directly. To consult the conditions of sale of travel packages, click here [https://vibra.lastminute.com/en/info/privacy.html?purpose=tc\\_flight\\_hotel&touchPoint=checkout-dp](https://vibra.lastminute.com/en/info/privacy.html?purpose=tc_flight_hotel&touchPoint=checkout-dp)

- The **Train + hotel** offer comparison and reservation service is provided by BravoNext S.A ( registration number CHE-115.704.228), a company incorporated under Swiss law belonging to the lastminute.com group, headquartered at Vicolo de' Calvi, 2, 6830, Chiasso, Switzerland ("BravoNext"). In accordance with the provisions of the Directive (EU) 2015/2302 of the European Parliament and of the Council of November 25, 2015 relating to travel package and related travel services, BravoNext acts as the organiser of the package tours offered to the User and is legally responsible for their proper execution. BravoNext is responsible for any damage caused to the User due to the total or partial non-performance of the services contractually due, whether these are performed by BravoNext or by third party providers of the various services, unless BravoNext proves that the event results from the actions of the User or circumstances unrelated to the provision of the services provided for in the contract, unforeseeable circumstances, force majeure, or circumstances which the organizer could not, in accordance with professional diligence, reasonably foresee or resolve. For any type of pre and post contract assistance or claim relating to the provision of the chosen tourist package, the User can contact BravoNext directly. To consult the conditions of sale of travel packages, click here [https://vibra.lastminute.com/en/info/privacy.html?purpose=tc\\_train\\_hotel&touchPoint=checkout-dp](https://vibra.lastminute.com/en/info/privacy.html?purpose=tc_train_hotel&touchPoint=checkout-dp)

- **My personal area** is provided by BravoNext S.A (registration number CHE-115.704.228), a company incorporated under Swiss law belonging to the lastminute.com group, headquartered at Vicolo de' Calvi, 2, 6830, Chiasso, Switzerland ("BravoNext"). Through the My lastminute service, BravoNext offers a variety of features, including easy viewing of all hotel bookings, tourist packages, flights and other ancillary services requested on any website of the lm group over the last 3 years, management of bookings, restoring the most recent searches performed on this website, forwarding a request for additional services to the applicable provider, amending your booking, requesting assistance, viewing any available discounts - where applicable - including on Cruise products, and examining the best current offers proposed by lm group companies. We further remind the User and / or Customer that all data and information related to the use of the Services present in their personal account (including but not limited to their booking ID and / or details related to any bookings that have been made) are to be considered strictly personal. Therefore, the User and / or Customer undertakes to keep and use such personal information with the utmost diligence, and to take all necessary precautions to ensure that such data remains confidential and private from unauthorised third parties. In particular, we remind the User and / or Customer not to

communicate such data to individuals who have no involvement in the bookings, and to not disclose such data through social networks or other communication channels. If you suspect any unauthorised or improper use of your data and information, or you become aware of this event by unauthorised third parties, you must report the violation to Im group immediately by sending an email to [privacy.en@lastminutegroup.com](mailto:privacy.en@lastminutegroup.com) For more information and to view the applicable conditions, click here <https://www.lastminute.com/info/terms-conditions-my-bookings.html>

## **2. USE OF THE WEBSITE - PURCHASE ORDERS**

The User can freely visit the Website and use its functionality for personal, not commercial, use only. When conducting a search in the search engine, making reservations or processing purchase orders, the User recognises and states that they are acting in a purely personal capacity. The User and/or the Customer declares and guarantees to be of legal age and to have full capacity to enter into contracts for the purchase of the products and/or services made available on the Website. If the User and/or the Customer purchases a product and/or service also on behalf of other travellers then the User and/or the Customer, qualified as the "Main Contractor" as defined below, declares and guarantees that he/she is legally authorised to act also in the name and on behalf of the other travellers and to inform them about the conditions applicable to each product and/or service purchased.

The User and/or the Customer declares and guarantees that he/she will supervise the use of the Website by minors, accepts that any purchase made in violation of that duty is attributable to him/her, and accepts financial responsibility for any such purchases.

The User and/or the Customer declares and guarantee that all the information they have provided is true, up-to-date and complete.

The User and/or the Customer further acknowledges and accepts that by using his/her contact details (residential address, email and telephone number) during the booking, he/she is qualified as the "Main Contractor" for the tourist and other services available for purchase on this Website, whether the Customer is making the booking for himself/herself or on behalf of other travellers.

The User and/or the Customer are further informed that email queries about bookings made on this Website for the products provided by companies belonging to lastminute.com (changes or cancellations, or aftersales assistance) can only be processed if the email of the Main Contractor provided during the booking, is used. If a different email address is used, the service provider may require an identity check. The service provider may not be able to guarantee the acceptance and management of the request.

While searching or processing reservations and/or purchase orders, the User uses the web application by means of a non-exclusive and temporary license, granted for the time of the operation. This web application allows the User to process, easily and directly, their requests without having to make an additional parallel connection to the website of the provider of the service the User is interested in booking.

The User is not allowed to modify, reuse, copy, distribute, transmit, reproduce, publish, grant license or use, create derived tasks or jobs, transfer or sell, or in any case, make any commercial use or any use that is not personal in nature of the information, news, content, software and systems, or products obtained or made available to the User through the Website and the use of the Service.

To be able to use the functions of the Website, the User must have an internet connection, which they must procure at their own expense from a reliable provider. BravoNext is not liable for any damages to the User's hardware that may be caused, directly or indirectly, by the internet connection.

## **3. RULES OF CONDUCT**

The User undertakes to use the Website, its functions and the Service for lawful purposes and according to the present T&C. Particularly, the User undertakes neither to send or spread, through the Website and its functions, illicit, defamatory, vulgar, obscene, abusive or disturbing content, nor to use the Website and its functions to perform any acts which could cause damage to the image and reputation of BravoNext or any other loss or damage to BravoNext.

Moreover, the User undertakes not to send advertising materials, undesirable and/or unsolicited communications which could interfere with the functionality and/or the use of the Website by third parties.

#### **4. INTELLECTUAL PROPERTY**

The User acknowledges and recognizes that all information, data, software, content, music, sounds, photographs and images, video and any other content on the Website (the "Content") are the exclusive property of BravoNext and its license holders.

With the exception of using the application as stated in section 3, the User does not acquire any rights on the Content and/or the Website, the only right being the right to use the Website according to these T&C.

The User is authorised to print and/or download the Content (including the T&C) only for personal use.

#### **5. HYPERLINK TO OTHER INTERNET WEBSITES**

The Website contains hyperlinks to other internet resources, operated by commercial partners of BravoNext and/or third parties. The publishing of hyperlinks on the Website is conducted for informational purposes and for the User's reference and does not imply any recognition or approval of their contents by BravoNext. Moreover, BravoNext does not exercise control over the contents, information, services and/or products offered by such linked websites. BravoNext shall not be liable for the truthfulness, accuracy and updating of the information published on such linked websites. The User acknowledges that the use of such websites will be done at his/her own risk.

The publication of a hypertext link and/or another internet resource on the Website does not imply any kind of commercial association and/or affiliation between BravoNext and the administrators of the linked websites.

#### **6. PRIVACY POLICY AND INFORMATION REGARDING THE PROCESSING OF PERSONAL DETAILS**

Information regarding the way in which we process personal information and how cookies are used on the Website can be found in our [Privacy Policy](#).

#### **7. CHOICE OF APPLICABLE LAW AND EXCLUSIVE JURISDICTION**

In the case of professionals and companies

The T&C and the relationship between the User and BravoNext are governed, in the measure allowed by applicable regulations, by Swiss law. Regarding what is allowable by applicable regulations and international agreements, the parties agree that for any matter relating to the interpretation, compliance or execution of these Terms and Conditions, the resolution of any dispute will be under the exclusive jurisdiction of ordinary courts at BravoNext's headquarters, expressly waiving any other jurisdiction, provided that the applicable regulations do not establish a specific mandatory jurisdiction.

In the case of consumers

These Terms and Conditions are governed by England and Wales law or, in the event that you reside in a country other than England, by the law of the country of your domicile. The courts of the consumer's country of domicile shall be competent to hear any dispute arising from these Terms and Conditions. In cases where the law does not necessarily provide for the consumer's domicile to resolve conflicts with respect to these conditions, the court of the consumer's domicile or the court of the BravoNext, shall be competent, at the consumer's choice.